

**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**

**May 14, 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**  
**May 14, 2013**

**CALL TO ORDER – 5:30 PM**

SPECIAL PRESENTATIONS

1. Proclamation Recognizing National Police Week
2. Proclamation Recognizing National Public Works Week
3. Proclamation Recognizing West Cost Thunder
4. Business Spotlight
  - a) Moreno Valley Ranch Golf Club
  - b) Inland Empire Customs



**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  
MAY 14, 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**

Bishop Randy Triplett - Victory Temple of Deliverance Ministries

**ROLL CALL**

**INTRODUCTIONS**

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

**PUBLIC COMMENTS ON 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 APRIL 23, 2013 (Report of: City Clerk's Department)**

**Recommendation:**

1. Approve as submitted.

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

**Recommendation:**

1. Approve as submitted.

#### **A.4 AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE SB821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM (Report of: Public Works Department)**

**Recommendation:**

1. Authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program as administered by the Riverside County Transportation Commission (RCTC).

#### **A.5 ACCEPTANCE OF THE CDPH PEDESTRIAN SAFETY GRANT AND FUNDING APPROPRIATION FOR THE "IT'S UP TO ALL OF US" PEDESTRIAN SAFETY PUBLIC EDUCATION CAMPAIGN (Report of: Public Works Department)**

**Recommendations**

1. Accept the grant award in state funds of \$8,500 for the "It's Up to All of Us" pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program.

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2. Authorize the appropriation of \$8,500 from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the "It's Up to All of Us" pedestrian safety public education campaign.

A.6 PA06-0021, PM 34577 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF HEACOCK STREET FROM SAN MICHELE ROAD TO NANDINA AVENUE AND SAN MICHELE ROAD BETWEEN HEACOCK STREET AND INDIAN AVENUE FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MAY 15, 2013 – JULY 31, 2013

(Report of: Community & Economic Development Department)

**Recommendation:**

1. Authorize a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 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.7 APPROVE THE AMENDMENT TO THE AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL SERVICES WITH LEIGHTON CONSULTING, INC. AND CONSTRUCTION SURVEY SERVICES WITH RICK ENGINEERING COMPANY FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77

(Report of: Public Works Department)

**Recommendations**

1. Approve the Amendments to the Agreements for Professional Consultant Services for Construction Material Testing and Geotechnical Services with Leighton Consulting Inc., and Construction Survey Services with Rick Engineering Company, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.
2. Authorize the City Manager to execute an amendment to the Agreement with Leighton Consulting Inc. and an amendment to the Agreement with Rick Engineering Company.
3. Authorize the issuance of a Purchase Order to Leighton Consulting Inc. for the amount of \$62,344 and Rick Engineering Company for the

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amount of \$62,810 when the contracts have been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreements with Leighton Consulting Inc. and Rick Engineering Company within the purchase order amounts, subject to the approval of the City Attorney.

## **B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

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

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

### **B.2 MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report of: City Clerk's Department)**

**Recommendation:**

1. Approve as submitted.

### **B.3 THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW – TESTING, REPAIR AND REPLACEMENT SERVICES**

(Report of: Financial & Management Services Department)

#### **Recommendations**

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the Third Amendment to the Independent Contractor Agreement (“Agreement”) for Backflow Testing Services Project No. BDEMS/10, (“Third Amendment to Agreement for BDEMS/10”) with E. R. Block Plumbing, Inc. (10910 Hole Avenue, Riverside, CA 92505) for replacement, repair and testing of backflow devices throughout each of the CSD maintained landscaped areas and Water Quality Basins.
2. Authorize the City Manager to execute the Third Amendment to the Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.
3. Authorize an adjustment in the purchase order (PO) to E. R. Block Plumbing, Inc., for an increase of \$15,752.88 when the Third Amendment to the Agreement for BDEMS/10 has been signed by all parties.
4. Authorize the City Manager to approve budget adjustments for CSD Zones D & E for backflow testing, repair and replacement services in the following amounts: a. Zone D in the amount of \$25,571.02. b.

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Zone E in the amount of \$12,292.40.

5. Authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10 for backflow testing, repair and replacement services; authority to approve increases to the purchase order for any Amendment to the Agreement for BDEMS/10 for a sum of up to a not-to-exceed (NTE) amount of \$50,000.00; and authority to approve related budget adjustments for additional backflow replacements, testing and repairs, that may be necessary through the remainder of the 2012/13 fiscal year.

**B.4 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-1/10**  
(Report of: Financial & Management Services Department)

**Recommendations**

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement (“Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, (“First Amendment to Agreement for DSG-1/10”) with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D-1 (DSG-1 full service level) tracts.
2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare.
3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare for an increase of \$7,757.83 when the First Amendment to the Agreement for DSG-1/10 has been signed by all parties.

**B.5 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-2/12-13**  
(Report of: Financial & Management Services Department)

**Recommendations**

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement (“Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, (“First Amendment to the Agreement for DSG-2/12-13”) with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D-2 (DSG-2 reduced

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service level) tracts.

2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc.
3. Authorize adjustments in the purchase orders (POs) to Mariposa Landscapes, Inc. for a decrease in the PO for base maintenance services of \$1,498.44 and an increase of \$7,100.00 for additional work, for a net change to the Agreement of \$5,601.56, when the First Amendment to the Agreement for DSG-2/12-13 has been signed by all parties.

**B.6 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-2/09**

(Report of: Financial & Management Services Department)

**Recommendations**

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board: Approve the First Amendment to the Independent Contractor Agreement (“Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-2/09, (“First Amendment to the Agreement for E-2/09”) with Tropical Plaza Nursery, Inc., 9642 Santiago Boulevard, Villa Park, CA 92861 for the E-2 (Hidden Springs) area.
2. Authorize the City Manager to execute the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery, Inc.
3. Authorize an adjustment in the purchase order (PO) to Tropical Plaza Nursery, Inc., for an increase of \$18,000.00 when the First Amendment to the Agreement for E-2/09 has been signed by all parties.

**B.7 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-3/11-12**

(Report of: Financial & Management Services Department)

**Recommendations**

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement (“Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, (“First Amendment to Agreement

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for E-3/11-12”) with Merchants Landscape Services, Inc., 8847 W. 9th Street, Rancho Cucamonga, CA 91730 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

2. Authorize the City Manager to execute the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc.
3. Authorize adjustments in the purchase orders (POs) to Merchants Landscape Services, Inc., for a decrease in the PO for base maintenance services of \$2,799.72 and an increase of \$8,650.00 for additional work, for a net change to the Agreement of \$5,850.28 when the First Amendment to the Agreement for E-3/11-12 has been signed by all parties.

**B.8 FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-4/11**  
(Report of: Financial & Management Services Department)

**Recommendations**

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement (“Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, (“First Amendment to Agreement for E-4/11”) with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.
2. Authorize the City Manager to execute the First Amendment to the Agreement for E-4/11 with TruGreen Landcare.
3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare, for an increase of \$10,100.00 when the First Amendment to the Agreement for E-4/11 has been signed by all parties.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

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

**C.2 MINUTES - REGULAR MEETING OF APRIL 23, 2013** (Report of: City Clerk's Department)

**Recommendation:**

1. Approve as submitted.

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

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

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

### **D.2 MINUTES - REGULAR MEETING OF APRIL 23, 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 A PUBLIC HEARING FOR A GENERAL PLAN AMENDMENT (PA12-0030) FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY 10 (RS10) AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5), AND TO MODIFY THE CIRCULATION ELEMENT; A CHANGE OF ZONE (PA12-0029) FROM R10, RS10 AND R15 TO R5; A TENTATIVE TRACT MAP 36436 (PA12-0005) TO SUBDIVIDE 43.52 ACRES INTO 159 SINGLE FAMILY RESIDENTIAL LOTS; A CONDITIONAL USE PERMIT (PA12-0004) FOR A PLANNED UNIT DEVELOPMENT; AND A VARIANCE (P12-129) FOR AN INCREASE IN RETAINING WALL HEIGHT ON THE PROPERTY LINES. THE APPLICANT IS CV –COMMUNITIES (Report of: Community & Economic Development Department)

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

1. ADOPT a Mitigated Negative Declaration for application PA12-0030 (General Plan Amendment), PA12-0029 Change of Zone, PA12-0005 Tentative Tract Map and PA12-0004 Conditional Use Permit.
2. INTRODUCE Ordinance No. 2013-867 approving PA12-0029 Change of Zone from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5).

Ordinance No. 867

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA12-0029 (Zone Change) to Change the Land Use District for Approximately 43.52 Acres from Residential 10 (R10), Residential Single Family (RS10), And Residential 15 (R15) to

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Residential 5 (R5) for Assessors Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

3. ADOPT Resolution No. 2013-29 approving General Plan Amendment PA12-0030 from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5) and modifying the circulation element thereby establishing General Plan Land Use Map designations for the properties as described in the Resolution, and the revised General Plan Map.

Resolution No. 2013-29

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA12-0030, A General Plan Amendment to Change the Land Use of 43.52 Acres from Residential 10 (R10), Residential Single Family 10 (RS10) and Residential 15 (R15) to Residential 5 (R5) and Modify the Circulation Element to Eliminate the Connection of Quincy Street from Brodiaea Avenue to Cactus Avenue Located South of Brodiaea to Cactus & East and West of the Quincy Channel Assessor Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

4. ADOPT Resolution No. 2013-30 approving PA12-0005 Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots, PA12-0004 a Conditional Use Permit for the Planned Unit Development and P12-129 a Variance subject to the attached Conditions of Approval.

Resolution No. 2013-30

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA12-0005 Tentative Tract Map 36436, PA12-0004 A Conditional Use Permit and P12-129 A Variance Located South Of Brodiaea to Cactus & East and West of the Quincy Channel Assessor Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

- E.2 A JOINT PUBLIC HEARING TO APPROVE AN AFFORDABLE HOUSING AGREEMENT WITH HABITAT FOR HUMANITY  
(Report of: Community & Economic Development Department)

**Recommendations That the City Council and Housing Authority**

1. Conduct a Joint Public Hearing pursuant to the California Community Redevelopment Law (California Health and Safety Code, Section 33000 et seq.) at which it will hear and consider information concerning the transfer of title of Assessor's Parcels 481-250-002 and

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481-250-003 and the Affordable Housing Agreement by and between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside.

2. Adopt Resolution 2013-31, and Resolution HA 2013-02 approving an Affordable Housing Agreement between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside, Inc. for the conveyance and development of land, making certain findings, and approving the use of funds.

Resolution No. 2013-31

A Resolution of the City Council of the City of Moreno Valley Approving an Affordable Housing Agreement by and Among the Housing Authority of the City of Moreno Valley, the City of Moreno Valley and Habitat for Humanity, Riverside, Inc.

Resolution No. HA 2013-02

A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California Approving an Affordable Housing Agreement by and Among the Housing Authority of the City of Moreno Valley, the City of Moreno Valley and Habitat for Humanity, Riverside, Inc.

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

### **G. REPORTS**

- G.1 APPOINTMENT TO THE LIBRARY COMMISSION  
(Report of: City Clerk Department)

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

1. Appoint Laura D'Arciprete to the Library Commission with a term expiring June 30, 2015; or
  2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.
- G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)
  - G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

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## 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, AND ADOPTION OF A RESOLUTION RELATING TO CITATION AUTHORIZATION  
(Report of: Public Works Department)

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

1. Introduce the proposed Ordinance No. 866 amending Municipal Code Section 6.02.

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

2. Adopt proposed Resolution No. 2013-28 repealing Resolution No. 93-79 to include additional classifications with citation authorization.

Resolution No. 2013-28

A Resolution of the City Council of the City of Moreno Valley, California, Repealing, Revising and Reenacting the Provisions of Resolution 93-79, Authorizing Specified Classes of Officers and Employees of the City to Make Arrests Without Warrants and to Exercise Citation Authority

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

- H.2.1 ORDINANCE 864 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA11-0030) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE CREATION OF THE MIXED USE OVERLAY DISTRICT (APPROXIMATELY 147.69 ACRES) AND AMENDING THE MUNICIPAL CODE TO INCLUDE STANDARDS RELATED TO THE MIXED USE OVERLAY DISTRICT (RECEIVED FIRST READING AND INTRODUCTION ON APRIL 23, 2013, BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

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**Recommendations That the City Council:**

1. Adopt Ordinance No. 864.

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA11-0030) Amending Title 9 of the City of Moreno Valley Municipal Code Regarding the Creation of the Mixed Use Overlay District (Approximately 147.69 Acres) and Amending the Municipal Code to Include Standards Related to the Mixed Use Overlay District

- H.2.2 ORDINANCE 865 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA11-0029 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 146.19 ACRES TO RESIDENTIAL 30 (R30) AND APPROXIMATELY 10.46 ACRES TO OPEN SPACE (OS) AND PA12-0047 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT OF APPROXIMATELY 21.47 ACRES TO COMMUNITY COMMERCIAL (CC) (RECEIVED FIRST READING AND INTRODUCTION ON APRIL 23, 2013, BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

**Recommendations That the City Council:**

1. Adopt Ordinance No. 865.

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA11-0029 (Change Of Zone) to Change the Land Use District for Approximately 146.19 Acres to Residential 30 (R30) and Approximately 10.46 Acres to Open Space (OS) and PA12-0047 (Change Of Zone) to Change the Land Use District of Approximately 21.47 Acres to Community Commercial (CC)

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.

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## CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency 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: *City of Moreno Valley v. Chen*  
Court: Riverside Superior Court  
Case No: RIC 1213875
- b) Case: *City of Moreno Valley V. Chado & Chado*  
Court: Riverside Superior Court  
Case No: RIC 1213878
- c) Case: *City of Moreno Valley v. Equitable Properties*  
Court: Riverside Superior Court  
Case No: RIC 1213880
- d) Case: *City of Moreno Valley V. McGinness*  
Court: Riverside Superior Court  
Case No: RIC 1213882

#### 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

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Number of Cases: 5

- 4 SECTION 54957 - PERSONNEL MATTERS
  - a) Public Employee Performance Evaluation: City Manager
- 5 SECTION 54957 - PERSONNEL MATTER - PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
  - a) City Manager
- 6 SECTION 54957 - PUBLIC EMPLOYMENT APPOINTMENT
  - a) City Manager

**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: May 8, 2013

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**MINUTES**  
**CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY**  
**April 23, 2013**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

1. 2012 Volunteer of the Year - Shor Denny, Safe Routes to School Program Coordinator
2. Proclamation Recognizing May as Mental Health Month
3. Proclamation Recognizing Miguel "Mikey" Garcia World Boxing Organization Featherweight Champion

**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  
April 23, 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 6:12 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.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Frank Wright

**INVOCATION - Pastor Paul Cunningham - Renewal Christian Fellowship**

**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
Henry T. Garcia	City Manager
Richard Teichert	Financial and Management Services Director
Suzanne Bryant	Acting City Attorney
Michelle Dawson	Assistant City Manager

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Joel Ontiveros  
Abdul Ahmad  
Ahmad Ansari  
Barry Foster  
Tom DeSantis  
Mike McCarty  
Michele Patterson

Police Chief  
Fire Chief  
Public Works Director  
Community and Economic Development Director  
Administrative Services Director  
Parks & Community Services Director  
Assistant to the City Manager

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

Dawn Newkirk

1. Area affected by World Logistics Center

Betty Masters

1. Impacts of World Logistics Center

Carissa Marin, representing Save Moreno Valley

1. World Logistics Center

LaShé Rodriguez, representing Assembly Member Jose Medina

1. Legislative update
2. Town Hall meeting at the UCR Extension Center on April 25, 4-6 p.m.
3. On Saturday, April 27, 9:30 - 4:00 p.m. at Landis Auditorium, RCC, a conference in Spanish will be held (Tecnificate)

Marcia Amino

1. Public Safety tax
2. Utility tax/City's expenditures

Daryl Terrell

1. Road to Moreno Valley's long term fiscal solvency plan

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Enrique Marin

1. World Logistics Center

Deanna Reeder

1. Public safety tax
2. Budget
3. Controversial items listed on Consent Calendar

Tom Thornsley

1. World Logistics Center/involving community

Pete Bleckert

1. City buying properties

Public comments will be continued at the end of the meeting.

**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**

Acting City Attorney Acting City Attorney Suzanne Bryant announced that she has a conflict of interest with Item A.18.

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received by Marcia Amino (Items A.14 and A.16), Deanna Reeder (Items A.13 and A.16), and Tom Thornsley (Items A.17, A.16, and A.18).

**A. CONSENT CALENDAR-CITY COUNCIL**

- A.1 ORDINANCES - READING BY TITLE ONLY  
**Recommendation:** Waive reading of all Ordinances.
- A.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

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**Recommendation:**

Approve as submitted.

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

**Recommendation:**

Approve as submitted.

- A.4 APPROVAL OF PAYMENT REGISTER FOR FEBRUARY, 2013  
(Report of: Financial & Management Services Department)

**Recommendation:**

Adopt Resolution No. 2013-21, approving the Payment Register for the month of February, 2013 in the amount of \$17,449,090.98.

Resolution No. 2013-21

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of February, 2013

- A.5 AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE CALIFORNIA FEDERAL LANDS ACCESS PROGRAM  
(Report of: Public Works Department)

**Recommendation:**

Authorize the submission of two grant applications for the California Federal Lands Access Program to the Office of Federal Lands Highway, Federal Highway Administration (FHWA).

- A.6 APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES  
(Report of: Fire Department)

**Recommendations**

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.
2. Authorize the Mayor to execute the Cooperative Agreement.

- A.7 APPROVE AND ADOPT RESOLUTION 2013-22 IMPLEMENTING PERMIT PARKING ON MEDITERRANEAN DRIVE  
(Report of: Public Works Department)

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**Recommendation:**

Approve and Adopt Resolution No. 2013-22 implementing permit parking on Mediterranean Drive located just west of Perris Boulevard and Suburban Lane.

Resolution No. 2013-22

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Installation of Permit Parking on Mediterranean Drive.

- A.8 AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO BEDON CONSTRUCTION, INC. FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77  
(Report of: Public Works Department)

**Recommendations**

1. Waive any and all minor irregularities and award the contract to Bedon Construction, Inc., P.O. Box 1235, Temecula, CA 92593, the lowest responsible bidder, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.
  2. Authorize the City Manager to execute a contract with Bedon Construction, Inc.
  3. Authorize the issuance of a Purchase Order to Bedon Construction, Inc. for the amount of \$3,601,458.03 (\$3,274,052.75 bid plus 10% contingency) when the contract has been signed by all parties.
  4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Bedon Construction, Inc. up to, but not exceeding, the contingency amount of \$327,405.28, subject to the approval of the City Attorney.
  5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system until Riverside County Flood Control and Water Conservation District accepts the ownership and maintenance responsibilities for the improvements, and release the retention to Bedon Construction, Inc., if no claims are filed against the project.
- A.9 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR THE BRIDGE FUNDING UNDER SURFACE TRANSPORTATION PROGRAM (STP) AND ADOPT RESOLUTION NO. 2013-23 COMMITTING TO

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PROVIDE LOCAL MATCHING FUNDS AT A MINIMUM OF 11.47% OF THE TOTAL PROJECT COST  
(Report of: Public Works Department)

**Recommendations**

1. Authorize the Public Works Director/City Engineer to submit the grant application for Bridge Funding to Caltrans under the Surface Transportation Program (STP).
2. Adopt Resolution No. 2013-23 committing to provide local matching funds at a minimum of 11.47% of the total project cost.

Resolution No. 2013-23

A Resolution of the City Council of the City of Moreno Valley, California, Adopting Certification of Available Matching Funds for the Surface Transportation Program

- A.10 PA06-0021, PM 34577 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-001 FOR INDIAN STREET AND SAN MICHELE ROAD IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT  
(Report of: Community & Economic Development Department)

**Recommendations**

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-001 (DIF Agreement) for PA06-0021, PM 34577 improvements.
2. Authorize the Mayor to execute the DIF Agreement.

- A.11 PA06-0021, PM 34577 – ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT #T13-001 FOR HEACOCK AVENUE IMPROVEMENTS ASSOCIATED WITH THE I-215 LOGISTICS PROJECT  
(Report of: Community & Economic Development Department)

**Recommendations**

1. Accept the Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement #T13-001 (TUMF Agreement) for PA06-0021, PM 34577 improvements.
2. Authorize the Mayor to execute the TUMF Agreement.
3. Direct the City Clerk to forward the signed Agreement to the County

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Recorder's Office for recordation.

- A.12 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 2010  
(Report of: Fire Department)

**Recommendations**

1. Adopt Resolution No. 2013-24 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 2010.

Resolution No. 2013-24

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 2010

2. Authorize the allocation of \$5,000 for expenditures related to the Fiscal Year 10 UASI grant not to exceed the amount of grant award.
3. Authorize the City Manager or his designee to execute the Certificate of Non-Supplanting.
4. Authorize the City Manager or his designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.
5. Authorize the City Manager or his designee to execute the California Emergency Management Agency FY2010 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 2010.

- A.13 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY)

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2014-2018  
(Report of: Public Works Department)

**Recommendations**

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.
2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014-2018.
3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2013-2014 budget approval process

A.14 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR PARTIAL ACQUISITION OF APN'S 488-080-003 AND 488-080-012 FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT – PROJECT NO. 801 0038 70 77  
(Report of: Public Works Department)

**Recommendations**

1. Approve the Agreement for Conveyance of Real Property with LCTH Investment, LP, for partial acquisition of APN's 488-080-003 and 488-080-012 for the SR-60/Moreno Beach Interchange Improvements project.
2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.
3. Authorize the issuance of a Purchase Order for \$222,317 (\$212,317 for the acquisition purchase price plus \$10,000 for escrow closing fees) when the Agreement has been signed by all parties.

A.15 RATIFICATION OF GRANT PROPOSAL SUBMITTAL FOR THE SURFACE TRANSPORTATION PROGRAM (STP)  
(Report of: Public Works Department)

**Recommendations**

Ratify the submittal of a grant proposal to the Riverside County Transportation Commission (RCTC) for the Surface Transportation Program (STP).

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- A.16 3-YEAR ECONOMIC DEVELOPMENT ACTION PLAN  
(Report of: Community & Economic Development Department)

**Recommendation:**

Approve the 3-Year Economic Development Action Plan.

- A.17 BUDGET APPROPRIATION FOR THE SR-60/THEODORE INTERCHANGE IMPROVEMENTS AS A NEW CAPITAL IMPROVEMENT PLAN PROJECT  
PROJECT NO. 801 0052 70 77  
(Report of: Public Works Department)

**Recommendations**

1. Authorize the following budget appropriation from unencumbered funds in the Development Impact Fee (DIF) Interchange Improvements Revenue Fund Balance to create a new Capital Improvement Project Expenditure Account titled the SR-60/Theodore Interchange Improvement Project:\$138,000 – from (2911-99-95-92911) to (3311-99-99-93311)
2. Amend the Fiscal Year 12/13 Adopted Capital Improvement Plan (CIP) to include the SR-60/Theodore Interchange Improvement Project as a funded Street Improvement, Project Number 801 0052 70 77 and General Ledger Number 3311-70-77-80001.

- A.18 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND SUZANNE M. BRYANT FOR THE POSITION OF CITY ATTORNEY  
(Report of: Administrative Services Department)

**Recommendation:**

Approve the Employment Agreement between the City of Moreno Valley and Suzanne M. Bryant for the position of City Attorney.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

- B.1 ORDINANCES - READING BY TITLE ONLY

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

- B.2 MINUTES - REGULAR MEETING OF APRIL 9, 2013 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

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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 APRIL 9, 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 APRIL 9, 2013 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

**Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina**

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

**E. PUBLIC HEARINGS**

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.

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

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**Motion to Continue the item to May 14, 2013 Regular Council Meeting by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina**

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

- E.2 ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT, WHICH INCLUDES TWO GENERAL PLAN AMENDMENTS (PA11-0028 & PA12-0046), TWO CHANGES OF ZONES (PA11-0029 & PA12-0047), AND MUNICIPAL CODE AMENDMENT (PA11-0030). THE PROJECT INCLUDES REZONING AREAS ALONG ALESSANDRO BOULEVARD AND NEAR PERRIS BOULEVARD AND IRIS AVENUE TO R30 (RESIDENTIAL UP TO 30 UNITS PER ACRE), 10.46 ACRES TO OPEN SPACE, COMMERCIAL REZONING OF A PARCEL AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND GENTIAN AVENUE, AND THE CREATION OF A MIXED USE DISTRICT OVERLAY. THE R30 REZONING WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT  
(Report of: Community & Economic Development Department)

**Recommendations That the City Council:**

1. ADOPT a Mitigated Negative Declaration for PA11-0028 (General Plan Amendment), PA11-0029 (Change of Zone), PA11-0030 (Municipal Code Amendment), PA12-0046 (General Plan Amendment) and PA12-0047 (Change of Zone) pursuant to the California Environmental Quality Act (CEQA) Guidelines.
2. APPROVE Resolution No. 2013-26 approving PA11-0028 and PA12-0046 (General Plan Amendments), thereby establishing General Plan Land Use Map designations for certain properties as described in the Resolution, and the revised General Plan Maps.
3. INTRODUCE Ordinance No. 864 approving a Municipal Code Amendment (PA11-0030) creating the Mixed Use District Overlay and amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.
4. INTRODUCE Ordinance No. 865 approving Zone Change (PA11-0029) from Community Commercial (CC), Office Commercial (OC), Residential 15 (R15) and Residential 5 (R5) to Residential 30 (R30), and Zone Change (PA12-0047) from Residential 5 (R5) to Community Commercial (CC), based on the findings in the Ordinance, and the revised zoning pages.

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Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (also talked on behalf of Carol Keegan who owns property behind Home Depot on Iris).

**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 Jesse L. Molina, s/Council Member Richard A. Stewart**

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

**Motion to Approve Recommendation No. 3 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. 4 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co**

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

E.3 PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT ACCOUNTS

(Report of: Fire Department)

**Recommendations That the City Council:**

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.
2. Adopt Resolution No. 2013-27 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances.

Resolution No. 2013-27

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

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3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.
4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2013-27 and the Property Assessment List as required by Section 6.04.120 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. 2 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca**

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

**Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina**

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

**Motion to Approve Recommendation No. 4 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca**

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

- E.4 PUBLIC HEARING FOR THE CDBG AND HOME PROGRAMS TO ADOPT THE CONSOLIDATED PLAN FOR FISCAL YEARS 2013-2018. THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2013-2014 AND THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING ACTION PLAN  
(Report of: Community & Economic Development Department)

**Recommendations That the City Council:**

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME programs to allow the public an opportunity to comment on, 1) the proposed FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.
2. Adopt, 1) the FY 2013-2018 Consolidated Plan, 2) the FY 2013-2014 Annual Action Plan, and 3) the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan.

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Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

**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.**

**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 Council Member Jesse L. Molina on Riverside Transit Agency (RTA)

Council Member Jesse L. Molina stated that he attended the RTA T-NOW meeting that was held in Perris; meetings are being alternated between Perris and Moreno Valley. The purpose of RTA T-NOW is to bring people together and find out what their transportation needs are and to serve people in the regional area; invited everyone to RTA meeting this Thursday, where travel training (using public transportation system) will be discussed; encouraged everyone to try the public transportation; we will have a Metrolink in the future; like to see a trolley system

Also, attended a Riverside Conservation Authority workshop, where was able to see endangered species animals, including falcons and snakes; visited office of Assemblyman Medina and attended Mark Takano's town hall meeting to build bridges with our local representatives; toured some of the areas across freeway 215; tomorrow will attend with the Mayor a Sunnymead Blvd. clean-up meeting; the purpose of this meeting is to get input from constituents and to clean up Sunnymead Blvd. to make it more friendly place to shop

**Mayor Tom Owings**

1. Stated that he attended with Council Member Baca a Sunnymead Blvd. clean up meeting this morning. About 35-40 people voiced their vision for their neighborhoods and support what the Council is doing; will attend a Sunnymead Blvd. clean up meeting tomorrow with Council Member Molina

**G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for**

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Council action) - none

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

## **H. LEGISLATIVE ACTIONS**

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

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

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**

### Council Member Jesse L. Molina

1. Thanked everyone for being here; everyone has a right to speak and voice their opinion

### Council Member Victoria Baca

1. With Mayor Tom Owings attended a meeting regarding Sunnymead Blvd. clean up at Miller Jones Mortuary; gave an overview of topics discussed: was very pleased with the outcome; businesses in District 5 voiced their concerns; assured them that the City Council will be very responsive and issues will be resolved; homelessness is a very troubling issue; will work on this problem as this is a community issue; another concern is the signage; will get an input from the businesses and will enforce consistently and fairly across the board; talked about organizing the non-profits, eliminating duplication services, identifying the community needs; crime - need to keep working on the trouble areas in our community and let residents and businesses know what resources are available to them; will meet again in a month; the public is welcome to come; thanked staff attending the meeting

2. Will have community forums in District 5 in different communities to discuss what their particular needs are

3. Is attending monthly meetings at Box Springs Water District to discuss what their particular needs are and to resolve years long problems

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4. The community will be included in the plan to move forward

Mayor Tom Owings

1. Regarding the Sunnymead Blvd. clean up meeting - people who attended asked to have another meeting in a month. Thanked the staff
2. Read a passage from historian E.H. Carr's book about facts; facts are based on the interpretation what is true or not true; stated that the Council and City's staff are doing a good job: the World Logistics Center topic has two sides to it and everybody's opinion is important; will make sure that it is done in a proper way, respecting everyone's position

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

Christopher Baca

1. Panhandling and day laborers issues; establishing day labor sites
2. Presented to the Council a resolution to support immigration reform and provide path to citizenship

Ashley Castillo

1. World Logistics Center

Jose Chavez

1. Air pollution

There being no further business to conduct, the meeting was adjourned at 9:11 p.m. to Closed Session by unanimous informal consent.

**CLOSED SESSION**

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 the 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.

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

The Acting City Attorney Suzanne Bryant announced that the following will be discussed: three cases listed on the agenda under Government Code 54956.9 (d)(1), Existing Litigation, and Labor Negotiations listed under Government Code 54957.6.

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

The Closed Session was held pursuant to Government Code:

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

- a) *Teague v. City of Moreno Valley*
- b) *City of Moreno Valley v. Bond Safeguard Insurance Company*
- c) *City of Moreno Valley v. AEI CASC*

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

4 SECTION 54957.6 - LABOR NEGOTIATIONS

- a) *Agency Representative: City Manager Henry T. Garcia Employee Organization: MVCEA*
- b) *Agency Representative: City Manager Henry T. Garcia Employee Organization: MVMA*
- c) *Agency Representative: City Manager Henry T. Garcia Employee Organization: Moreno Valley Confidential Management Employees*

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

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None

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 10:07p.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

**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** May 14, 2013

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

### RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of April 17 - May 7, 2013.

<i>Reports on Reimbursable Activities</i>			
April 17 - May 7, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca		None	
Marcelo Co	4/24/13	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	\$15.00
Jesse L. Molina		None	
Tom Owings	4/17/13	Student of the Month	\$15.00
	4/20/13	EXCEED Annual Awards Celebration	\$20.00
Richard A. Stewart		None	

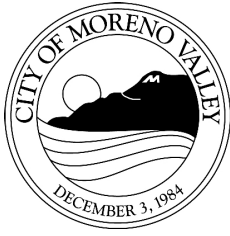
Prepared By:  
Cindy Miller  
Executive Assistant to the Mayor/City Council

Department Head Approval:  
Jane Halstead  
City Clerk

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>MJD</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:** May 14, 2013

**TITLE:** AUTHORIZE SUBMISSION OF GRANT APPLICATIONS FOR THE SB821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

---

### **RECOMMENDED ACTION**

Recommendation:

1. Authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program as administered by the Riverside County Transportation Commission (RCTC).

### **BACKGROUND**

The SB 821 Bicycle and Pedestrian Facilities Program administered by the RCTC provides funding for sidewalks, bicycle lanes, access ramps, and pedestrian related enhancements. Eligible expenditures for this competitive grant program are limited to preliminary engineering, right of way acquisition, construction, and reconstruction.

On March 3, 2013, the City received notification from the RCTC of a call for projects for the FY 2013/2014 program. Applications are due to the RCTC on May 16, 2013 and notification of projects selected to receive program funding is expected to occur in July 2013.

### **DISCUSSION**

The application will include projects that will install sidewalk, curb, gutter, Americans with Disabilities Act (ADA) compliant access ramps, and bike lanes. Locations for the sidewalk and ramp improvements were selected based upon the results of the Public

Right of Way Access ADA Transition Plan. Other factors included requests from disabled residents, the completed Tier 1 review of intersections and the on-going Tier 2 review which have resulted in a priority list of locations that need access ramp construction/reconstruction. The following is a potential list of the locations and improvements:

- Graham Street, south of Alessandro Boulevard: construct sidewalk on the east side
- Indian Street, north of Alessandro Boulevard: construct sidewalk on the east side, install Class II bicycle lanes along Indian Street from Alessandro Boulevard to Cottonwood Avenue
- Alessandro Boulevard, east of Perris Boulevard: construct sidewalk on the south side
- Arbor Park at Dracaea Avenue: Construct curb access ramp
- John F. Kennedy Drive at Oliver Street: Construct curb access ramp
- Fir Avenue at Atherton Drive: Construct curb access ramp
- John F. Kennedy Drive at Legendary Drive: Construct curb access ramp
- Bay Avenue at Pecan Street: Construct curb access ramp
- John F. Kennedy Drive at Blueberry: Construct curb access ramps
- Eucalyptus Avenue at Edgemont Street: Construct curb access ramps
- Heacock Street at Bay Avenue: Construct curb access ramps
- Heacock Street at Dracaea Avenue: Construct curb access ramps
- Eucalyptus Avenue at Kochi: Construct curb access ramps

### **ALTERNATIVES**

1. Authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program. *Staff recommends this action so that grant applications can be submitted to the RCTC before the deadline.*
2. Do not authorize the submission of grant applications for the SB 821 Bicycle and Pedestrian Facilities Program. *If such authority is not granted, the City will not submit grant applications to the RCTC for this program.*

### **FISCAL IMPACT**

Applications for the SB 821 Bicycle and Pedestrian Facilities Program require matching funding from the agency submitting the application. Matching funding amounts may range from 10 percent to 50 percent. The source of the matching funds would come from available Gas Tax (Fund 2000) and/or Measure A (Fund 2001) as available. These funds may be used only to implement transportation related programs. There is no impact to the General Fund with this action.

**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 materials 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.

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

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

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

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

## **Report to City Council**

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**TO:** Mayor and City Council

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

**AGENDA DATE:** May 14, 2013

**TITLE:** ACCEPTANCE OF THE CDPH PEDESTRIAN SAFETY GRANT AND FUNDING APPROPRIATION FOR THE "IT'S UP TO ALL OF US" PEDESTRIAN SAFETY PUBLIC EDUCATION CAMPAIGN

---

### **RECOMMENDED ACTION**

Recommendations:

1. Accept the grant award in state funds of \$8,500 for the "It's Up to All of Us" pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program.
2. Authorize the appropriation of \$8,500 from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the "It's Up to All of Us" pedestrian safety public education campaign.

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

With its goal to improve pedestrian safety, the Traffic Safety Commission (TSC) has been proactively working with Transportation Engineering staff to install audible pedestrian signals and reviewing the school crossing guard program. The TSC has also supported and recommended staff to pursue all available funding opportunities to improve pedestrian safety such as the Safe Routes to School and the Pedestrian Safety Program grants. The Pedestrian Safety Awareness public service announcement/promotional video provided by this grant will assist TSC efforts to educate the public regarding traffic safety issues.

## **BACKGROUND**

The California Department of Public Health (CDPH) Pedestrian Safety Program (PedSafe) is designed to reduce the number of pedestrian injuries and fatalities statewide and to make walking an easy choice by creating safe and accessible pedestrian facilities. The PedSafe “It’s Up to All of Us” (IUAU) campaign is CDPH’s effort to create and disseminate educational materials that provide consistent statewide messaging regarding pedestrian safety. On March 6, 2013, the City Public Works Department submitted a grant application for local participation and implementation of the IUAU pedestrian safety education campaign. On April 4, 2013, the City received notification of the grant award in the amount of \$8,500. As requested by CDPH, this grant award will be shared between the Public Works and Police departments.

## **DISCUSSION**

The Public Works Department/Transportation Engineering Division has been actively pursuing any available opportunities to improve pedestrian safety. In addition to planning and constructing new pedestrian friendly infrastructure, staff also develops and distributes educational materials to promote pedestrian safety. Grant funding for the “It’s Up to All of Us” (IUAU) campaign will enable staff to implement the following activities:

1. Develop a Pedestrian Safety Awareness promotional video and broadcast it via Moreno Valley MVTV-3 channel on a weekly or monthly basis. The subject video will also be posted on YouTube, on the City website, and linked to the City Facebook and Twitter accounts.
2. Coordinate with the City Police Department, the City Traffic Safety Commission, the City Chamber of Commerce, the Moreno Valley and Val Verde Unified School Districts and their PTAs, the Moreno Valley Community College, and the Riverside County Transit Agency (RTA) to incorporate IUAU campaign concepts into pedestrian safety planning around businesses, school campuses and neighborhoods.
3. Prepare posters, flyers, and bumper stickers and coordinate with the above public agencies and organizations to distribute Pedestrian Safety Awareness campaign materials.
4. Develop and implement a website pop-up box or banner on the City website to promote the Pedestrian Safety Awareness campaign.
5. Create Pedestrian Safety Awareness signs and ads for advertising in local newspapers and/or on City streets and bus-stops near schools and high-risk areas citywide.
6. Using IUAU materials, the Moreno Valley Safe Routes to School program volunteers will work with local schools to conduct high visibility Parent Path and Walking School Bus programs that promote walking safely and encourage drivers to be more aware of pedestrians.

The estimated cost for the City implementation of the IUUAU pedestrian safety education campaign is \$8,500. The City is anticipating funding reimbursement of up to \$8,500 (100% of project costs) from CDPH. The City is required to use its own funds to implement the campaign and then receive reimbursement at the conclusion of the campaign. The appropriation of \$8,500 from unencumbered Measure “A” (Fund 2001) fund balance is requested so that Public Works staff can proceed with the public outreach/education activities for the campaign.

**ALTERNATIVES**

1. Accept the grant award in state funds in the amount of \$8,500 for the “It’s Up to All of Us” pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program and authorize the appropriation of \$8,500 from the unencumbered Measure “A” (Fund 2001) fund balance for the public outreach/safety education costs of the “It’s Up to All of Us” pedestrian safety public education campaign. *This alternative will allow the City to receive the CDPH Pedestrian Safety Program reimbursement for the project.*
  
2. Do not accept the grant award in state funds in the amount of \$8,500 for the “It’s Up to All of Us” pedestrian safety public education campaign, under the California Department of Public Health Pedestrian Safety Program and do not authorize the appropriation of \$8,500 from the unencumbered Measure “A” (Fund 2001) fund balance for the public outreach/safety education costs of the “It’s Up to All of Us” pedestrian safety public education campaign. *This alternative will prohibit the City from receiving the CDPH Pedestrian Safety Program reimbursement for this project.*

**FISCAL IMPACT**

The City will be required to use its own funds to implement this project and then receive progress reimbursement at the completion of each phase of the project. The City will use Measure “A” (Fund 2001) funds for the project and these funds must be used for their intended purpose to receive reimbursement from the CDPH Pedestrian Safety Program grant. There is no impact to the General Fund.

**AVAILABLE FUNDS:**

Fiscal Year 2012/2013 Funds (Account No. 2001.NEW) .....	\$8,500
CDPH-PedSafe IUUAU Funding Reimbursement .....	\$8,500
Local Match .....	<u>\$0</u>
Total .....	\$8,500

**ESTIMATED PROJECT RELATED COSTS:**

Newspaper Ads .....	\$1,300
Media Production & Graphic Design .....	\$3,500
Promotional Materials (Banners, Signs, Stickers) .....	\$3,000
Communications (Postage, Phone, Fax).....	\$100
Travel & Mileage Reimbursement .....	<u>\$600</u>
Total .....	\$8,500

**ANTICIPATED PROJECT SCHEDULE:**

Develop and producing IUAAU campaign materials ..... June-July 2013  
 Distribution of IUAAU campaign materials ..... August 2013  
 Complete IUAAU campaign ..... September 2013

**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.

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

To enhance the safety of pedestrians, staff recommends that the grant award for the CDPH "It's Up to All of Us" pedestrian safety public education campaign be accepted by City Council and \$8,500 of reimbursable funding is appropriated from the unencumbered Measure "A" (Fund 2001) fund balance for the public outreach/safety education costs of the campaign.

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

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

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

Council Action	
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Other:	Hearing set for:



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

## **Report to City Council**

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster Community & Economic Development Director

**AGENDA DATE:** May 14, 2013

**TITLE:** PA06-0021, PM 34577 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF HEACOCK STREET FROM SAN MICHELE ROAD TO NANDINA AVENUE AND SAN MICHELE ROAD BETWEEN HEACOCK STREET AND INDIAN AVENUE FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MAY 15, 2013 – JULY 31, 2013

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### **RECOMMENDED ACTION**

Recommendation:

1. Authorize a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 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 January 11, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 34577 (PA06-0021) along with Plot Plan (PA06-0022) for two industrial warehouse buildings.

On November 28, 2011, Amended Plot Plan P11-090 (Building #1; 455,000 square feet) and Amended Plot Plan P11-091 (Building #2; 1,250,000 square feet) were approved by the Planning Director as amendments to the original plot plan.

The developer is constructing Building #2 as part of Phase I. The project is bounded by Indian Street to the east, Heacock Street to the west, San Michelle Road to the south, and Cardinal Avenue to the north.

The Conditions of Approval required public improvements along Heacock Street, Nandina Avenue and Cactus Avenue. On September 25, 2012, the City Council of the City of Moreno Valley approved the Public Improvement Agreement along with the corresponding securities. The Agreement and securities include the construction of the public street improvements.

## **DISCUSSION**

Due to the nature and complexity of the required public improvements, the Developer is requesting a full road closure of Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue. 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 eleven (11) weeks or approximately 77 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 asphalt paving, sidewalk, street lights, landscaping, storm drain culverts, 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 July 31, 2013.

There are several commercial parcels in the area of construction. The road closure will not affect the ingress or egress of these parcels, and it will require a detour to the traveling public. The contractor performing the roadway improvements will phase the work such that both roads will only be closed at the same time for a limited timeframe. City staff was advised by the developer that all potentially affected property owners have been contacted/notified. 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 Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 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 Heacock Street from San Michele Road to Nandina Avenue, and San Michele Road between Heacock Street and Indian Avenue for the construction of street improvements from May 15, 2013 – July 31, 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 affected businesses. 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

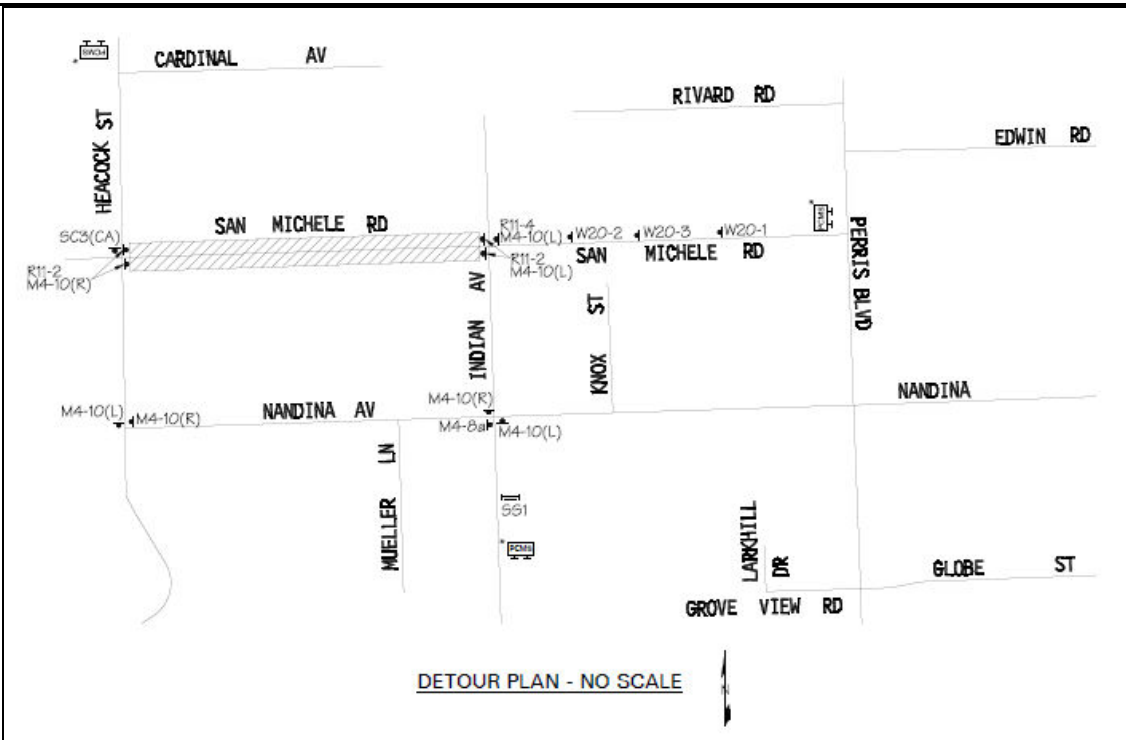
Concurred By  
Eric Lewis, P.E.  
City Traffic Engineer  
Director

Concurred By  
Barry Foster  
Community & Economic Development

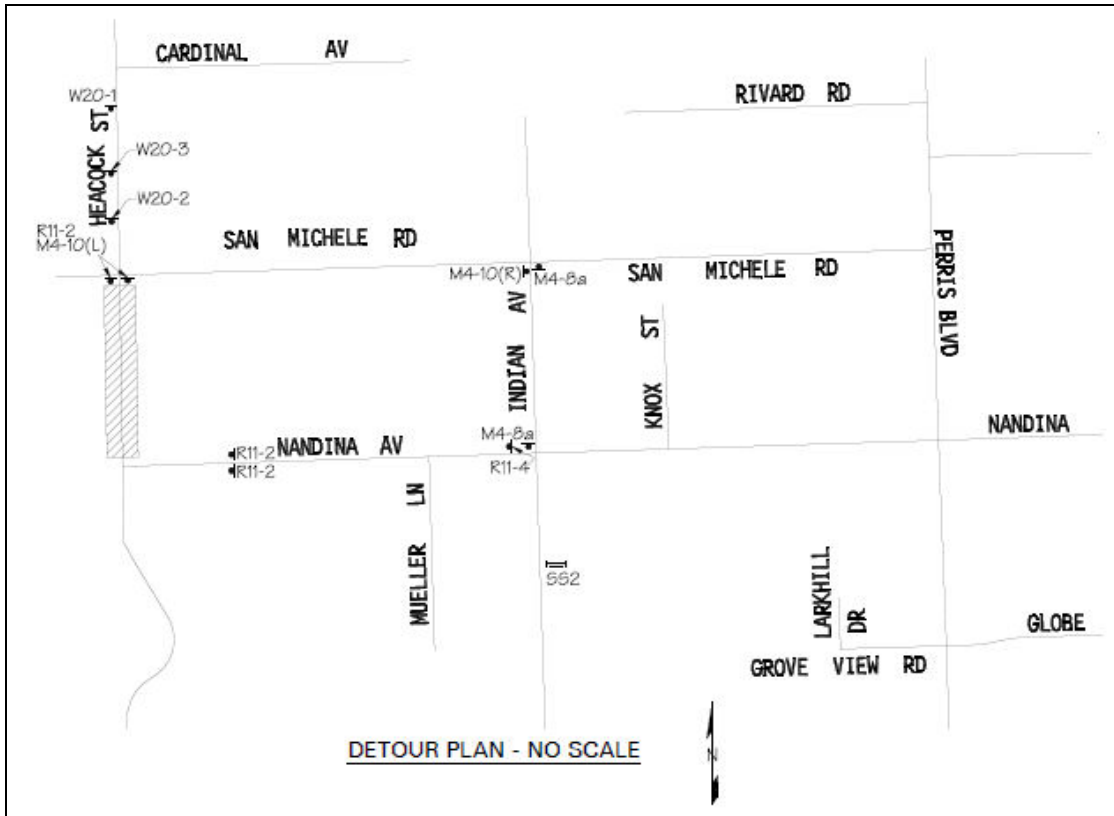
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**SAN MICHELE ROAD CLOSURE**



**HEACOCK STREET CLOSURE**

**CITY OF MORENO VALLEY  
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT -  
LAND DEVELOPMENT**

**Attachment 1**

**PA06-0021  
PM 34577  
Vicinity Map**

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** May 14, 2013

**TITLE:** APPROVE THE AMENDMENT TO THE AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL SERVICES WITH LEIGHTON CONSULTING, INC. AND CONSTRUCTION SURVEY SERVICES WITH RICK ENGINEERING COMPANY FOR THE MORENO MASTER DRAINAGE PLAN LINE "F", STAGE 2 CHANNEL IMPROVEMENTS -- PROJECT NO. 804 0005 70 77

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### RECOMMENDED ACTION

Recommendations:

1. Approve the Amendments to the Agreements for Professional Consultant Services for Construction Material Testing and Geotechnical Services with Leighton Consulting Inc., and Construction Survey Services with Rick Engineering Company, for the Moreno Master Drainage Plan Line "F", Stage 2 Channel Improvements.
2. Authorize the City Manager to execute an amendment to the Agreement with Leighton Consulting Inc. and an amendment to the Agreement with Rick Engineering Company.
3. Authorize the issuance of a Purchase Order to Leighton Consulting Inc. for the amount of \$62,344 and Rick Engineering Company for the amount of \$62,810 when the contracts have been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreements with Leighton Consulting Inc. and Rick Engineering Company within the purchase order amounts, subject to the approval of the City Attorney.

## **BACKGROUND**

The construction of Moreno Master Drainage Plan Line “F”, Stage 2 Channel Improvements (Line F) was an important part of the Cactus Avenue/Nason Street Improvement Project approved by the City Council on March 13, 2012. However, due to lack of funding, the Line F portion of the project was not built with the recently completed Cactus Avenue/Nason Street Improvement Project.

On February 26, 2013 the City Council approved the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District) and authorized the appropriation of \$4,000,000 to fund the construction phase of the Line F project.

On April 23, 2013, the City Council authorized the award of a construction contract to Bedon Construction, Inc. for the Line F project. Construction is anticipated to commence during the latter part of May 2013.

The limits for the proposed Line F project are approximately 4,500 feet long and starts at 800 feet west of Oliver Street to join the existing improved channel in the proximity of the Grande Vista Drive and Iris Avenue intersection. The work involved is to fully improve the existing earthen trapezoidal flood control channel with a concrete lining; the construction will also provide access roads, maintenance ramps, and storm drain lateral stubs.

The Line F project implements an initiative of the Economic Development Action Plan adopted by the City Council on April 26, 2011.

## **DISCUSSION**

Leighton Consulting Inc. and Rick Engineering Company were selected through competitive selection process for the Cactus Avenue/Nason Street Improvement Project which included Line F work. At its March 13, 2012 meeting, the City Council approved the Agreements for Professional Consultant Services with Leighton Consulting Inc. and Rick Engineering Company to provide their services for the Cactus Avenue/Nason Street Improvement Project, however, as previously discussed, the additive bid item of Line F portion of the project scope of work was not exercised due to lack of funding.

Funding for Line F Project is now available through the District and the Construction Material Testing and Geotechnical as well as Construction Survey services are necessary for the Line F project. City Staff has negotiated revisions to the original scope and fee with Leighton Consulting Inc., and Rick Engineering Company based on the Line F project being carried out as a standalone project and recommends the approval of amendment to their existing agreements to cover the Professional Services necessary during the construction phase of the Line F project.

**ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Line F project, thus, reducing the threat of flood damage in the area.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely construction of the Line F project, leaving this area under the potential threat of flood damage.*

**FISCAL IMPACT**

Pursuant to the terms of a Cooperative Agreement between the District and the City, the District will contribute up to \$4,000,000 to construct Line F project. There is no impact to the General Fund.

**TOTAL AVAILABLE FUNDS - FY 2012/2013:**

<b>Moreno Master Drainage Plan Line F, Stage 2 Channel Improvements:</b>	
(Account No. 3002-70-77-80004, Project No. 804 0005 70 77-3002).....	\$4,000,000
Total PW General Capital Projects Fund Budget .....	<u>\$4,000,000</u>

**ESTIMATED CONSTRUCTION RELATED COSTS:**

Contractor Construction Costs (includes Contingency) .....	\$3,602,000
Construction Design Support Services .....	\$85,000
<b>Construction Survey Services (Rick Engineering).....</b>	<b>\$63,000</b>
<b>Construction Materials Testing and Geotechnical Services (Leighton).....</b>	<b>\$62,000</b>
Construction Management and Project Administration* .....	<u>\$140,000</u>
Total Estimated Project Costs .....	<u>\$3,952,000</u>

*\*Public Works and consultant staff will provide Construction Management and Project Administration including Inspection services.*

**ANTICIPATED PROJECT SCHEDULE:**

Start Construction.....	May 2013
Anticipated Completion of Construction .....	November 2013

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**SUMMARY**

City staff is recommending approval of amendment to agreements with Leighton Consulting Inc., and Rick Engineering Company to provide Professional Consultant Services during the construction phase of 4,500 feet long Moreno Master Drainage Plan Line “F”, Stage 2 Channel Improvements Project.

**ATTACHMENTS**

- Attachment 1: Location Map
- Attachment 2: Amendment to Agreement with Leighton Consulting Inc.
- Attachment 3: Amendment to Agreement with Rick Engineering Company

Prepared By:  
Guy Pegan, P.E.  
Senior Engineer

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

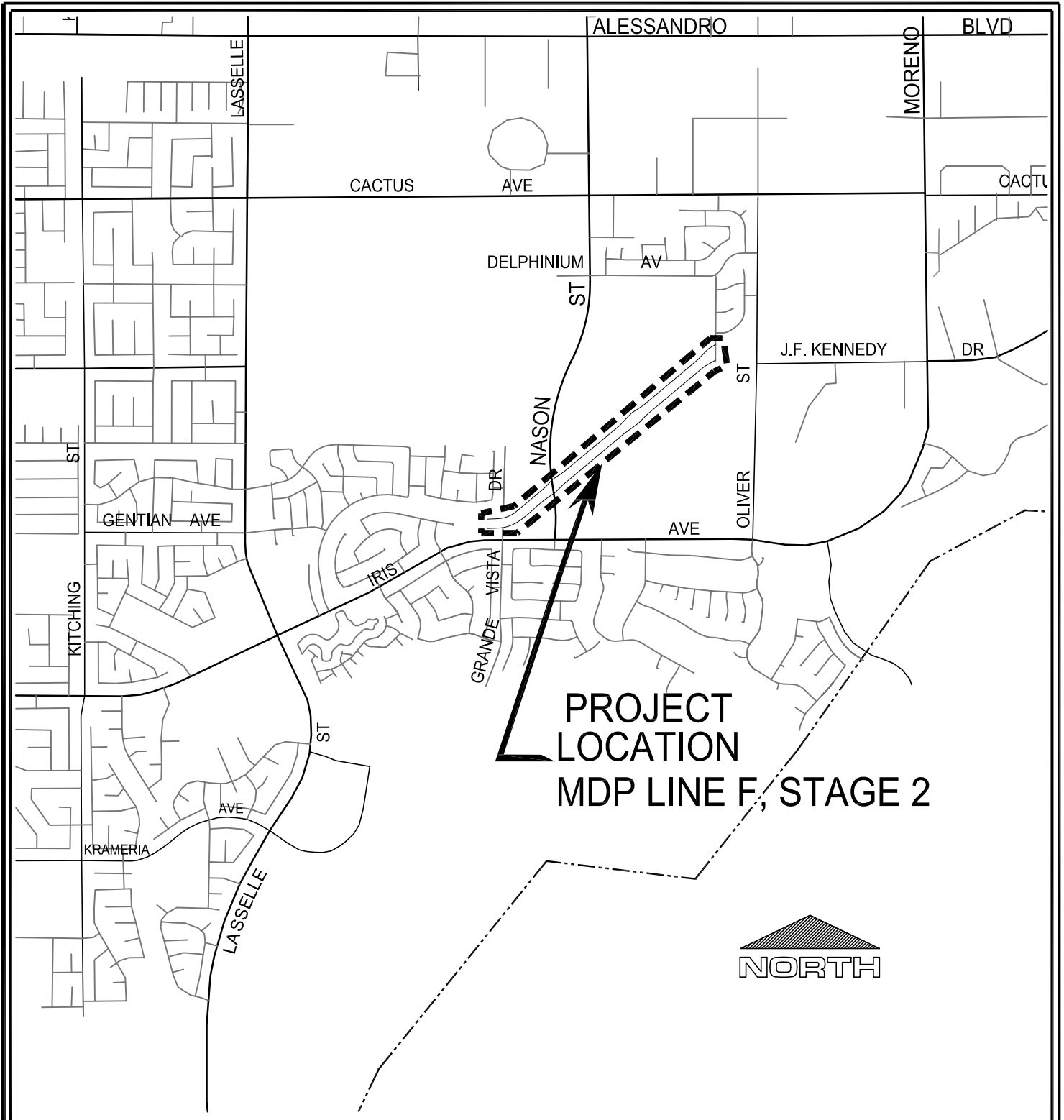
Concurred By:  
Prem Kumar, P.E.  
Deputy Public Works Director/Assistant City Engineer

Council Action	
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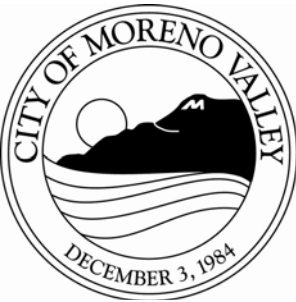
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**PROJECT  
 LOCATION  
 MDP LINE F, STAGE 2**



# LOCATION MAP

Public Works Department  
 Capital Projects Division

Scale: None

ATTACHMENT 1

**MORENO MASTER DRAINAGE PLAN  
 LINE F, STAGE 2 CHANNEL IMPROVEMENTS  
 PROJECT NUMBER 804 0005 70 77**

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**FIRST AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 804 0005 70 77**

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

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated **March 14, 2012**.

Whereas, the Consultant is providing consultant Construction Materials Testing and Geotechnical services for the **Cactus Avenue/Nason Street Improvement Project**.

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

Whereas, the Consultant has submitted a Proposal dated **April 3, 2013**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A – First Amendment", entitled "Addendum Proposal for Line F Channel" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from December 31, 2013 to December 31, 2014, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment", entitled "Addendum Proposal for Line F

**FIRST AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 804 0005 70 77**

Channel”.

1.3 Exhibit “D” to the Agreement is hereby further amended by adding to the cost proposal section thereof described in “Exhibit A – First Amendment”, entitled “Addendum Proposal for Line F Channel”.

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$62,344, as set forth in the above-referenced Cost Proposal, in consideration of the Consultant's performance of the work set forth in “Exhibit A – First Amendment”.

1.5 The total “Not to Exceed” fee for this contract is \$385,288 (\$322,944 for the original Agreement plus \$62,344 for the First Amendment to Agreement).

**SECTION 2**

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

**SIGNATURE PAGE TO FOLLOW**

**FIRST AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 804 0005 70 77**

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

City of Moreno Valley

Leighton Consulting Inc.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

Attachments: Exhibit A – Addendum Proposal for Line F Channel

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Revised Feb 2009



Leighton Consulting, Inc.  
A LEIGHTON GROUP COMPANY

April 3, 2013

Project No. 603393-014

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552

Attention: Mr. Viren Shah

**Subject: Addendum Proposal for Soils/Materials Testing Services, Line F Channel, Moreno Valley, California**

In accordance with your request, Leighton Consulting, Inc. (Leighton) is pleased to present this proposal to provide soils and materials testing services for the subject project. We believe that Leighton is uniquely qualified to provide these services because of our past experience on this project and with similar projects in this area.

## **PROJECT DESCRIPTION AND ASSUMPTIONS**

We understand that this portion of Line F Channel is generally located between John F. Kennedy Drive and Iris Avenue within Tract No. 33532 and measures approximately 4,500 linear feet. According to plans prepared by RBF (approved 3/13/13), side slopes are to be constructed at an inclination of 1.5 horizontal to 1 vertical (1.5:1), and are generally less than 15 feet in height. The channel has a trapezoidal cross-section with approximately 40-foot wide bottom (Typical 100-foot wide RCFC Channel). The channel is expected to receive concrete lining (minimum 6 inches) for both the bottom and the side slopes. The project will include berm construction along channel sides west of station 32+00, subgrade preparation for channel bottom and side slopes per Leighton report dated January 29, 2013, transition sections at start and end of channel, and backfill testing for water line crossing. Based on telecommunications with you, a construction schedule of 80 days is estimated for this project.

## **PROPOSED SCOPE OF WORK**

Based on the provided construction schedule and our understanding of this project, we propose the following scope for work:

### **Over-excavation and Compaction Testing**

- Full-time/as-needed observation and compaction testing during grading, and subgrade preparation for channel bottom and side slopes.
- Laboratory testing of selected soil samples to confirm their maximum density/optimum moisture values, expansion index, and grain size analysis.
- Office project management, consultation, and quality control of field and laboratory testing results.
- Preparation of final compaction report. Daily field reports will be distributed to your field Representative, if needed.

### **Concrete Materials Testing**

Our services will consist of testing of concrete used in concrete construction for the project. We will provide a technician that has been certified by ACI as a technician for reinforced concrete to sample concrete during the construction of the structures for compliance of the approved plans and job specifications. Our ACI Technician will also perform slump and air content tests and record cement temperature of the time of placement. Written reports will be provided on a daily basis and at the completion of the work. This scope of services will also include material testing of portland concrete cement (PCC) cylinders. Compression testing of concrete specimens (assuming 4 per set) molded by our representative will be performed in accordance to ASTM C39. We assume that concrete batch plant inspection or any other field special inspection will be provided by District or City Inspector, when required.

### **SCHEDULE**

We request at least 24-hours (one working day) notice for scheduling our field technicians. Calls to our dispatch (866-LEIGHTON) after 3:00 pm (prior work day) or on weekends and holidays are not addressed until the first following working day, without prior arrangement. Should work during evenings or weekends be required, we can provide technical staff at overtime rates as mandated by prevailing wage law; which is currently not budgeted. Normal work day shift of 8 hours per day, 40 hours per week, Monday thru Friday is assumed for this estimate. Starting with our initial meetings, we will partner with you to manage our time-and-expense budget by reducing site trips, standby time, and scheduling field personnel who can perform multiple tasks.



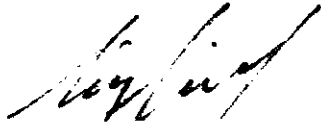
## FEES AND TERMS

Our proposed soil and materials testing services during construction will be performed on a time-and-expense basis at the current unit rates listed in our signed contract with the City (under PO Nos. 42404 & 42405). These rates will be subject to change based upon changes in California prevailing wage rates. Prevailing wage time accrued will include portal to portal travel time. A breakdown of these estimate fees for our geotechnical and materials testing services during construction are further detailed on Table 1, attached. Actual scope and fees may vary from this budget due to design changes, weather, scheduling and sequencing (e.g. overtime hours), potential materials deficiencies, changed requirements and/or numerous other potential causes beyond our control. Please note that the following was also excluded from our estimate:

- a. Erosion control materials including rip-rap.
- b. Special inspection of reinforcing steel and formwork in concrete structures.
- c. Precast concrete pipes.

We appreciate the opportunity to provide this proposal. If you have questions or information that would update our scope of work, please contact us at your convenience.

Respectfully submitted,  
LEIGHTON CONSULTING, INC.



Simon I. Saiid, PE, GE  
Principal Engineer  
Extension 8013, [ssaiid@leightongroup.com](mailto:ssaiid@leightongroup.com)

Attachments: Table 1 – Breakdown of Estimated Fees

Distribution: (1) Addressee, via email







Leighton Consulting, Inc.  
A LEIGHTON GROUP COMPANY

**TABLE 1 - Summary of Cost Estimate for Soils and Material Testing  
Line F Channel, City of Moreno Valley**

<b>Task Description</b>			
<b>Field Testing and Inspection</b>	<b>Hrs/Tests</b>	<b>Rates</b>	<b>Cost</b>
Soil/Field Technician (25 days, 8 hr/day)	200	\$ 91	\$ 18,200
Staff Engineer/Geologist	16	\$ 110	\$ 1,760
Project mangement / GE / QC	18	\$ 178	\$ 3,204
Concrete Technician (45 pours/days, 4hr/day)	180	\$ 81	\$ 14,580
Project Admin	18	\$ 65	\$ 1,170
		<b>Subtotal</b>	<b>\$ 38,914</b>
<b>Laboratory Testing</b>			
Sieve Analysis - soil & aggregate	2	\$ 90	\$ 180
Sand Equivalent - soil & aggregate	2	\$ 90	\$ 180
Expansion Index	20	\$ 120	\$ 2,400
Sulfate Content	8	\$ 65	\$ 520
Maximum Density / Proctor	8	\$ 200	\$ 1,600
Concrete Cylinders (4 cyl/set)	250	\$ 22	\$ 5,500
Mix Design Review	1	\$ 250	\$ 250
Tensile Strength Up to No. 10	6	\$ 43	\$ 258
Bend Test Up to No. 11	6	\$ 43	\$ 258
Pick up/ Delivery of cylinders	50	\$ 80	\$ 4,000
		<b>Subtotal</b>	<b>\$ 15,146</b>
<b>Misc./additional testing due to unforeseen conditions and extended construction schedule</b>			
Concrete/Field Technician	60	\$ 91	\$ 5,460
Staff Engineer/Geologist	8	\$ 110	\$ 880
PM / Principal Eng/ GE	8	\$ 178	\$ 1,424
Project Admin	8	\$ 65	\$ 520
		<b>Subtotal</b>	<b>\$ 8,284</b>
<b>Total =</b>			<b>\$ 62,344</b>



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**FIRST AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 804 0005 70 77**

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

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated **March 19, 2012**.

Whereas, the Consultant is providing consultant Construction Survey services for the **Cactus Avenue/Nason Street Improvement Project**.

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

Whereas, the Consultant has submitted a Proposal dated **April 15, 2013**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from December 31, 2013 to December 31, 2014, unless the termination date is further extended by an Amendment to the Agreement.

**FIRST AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 804 0005 70 77**

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F".

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F".

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$62,810, as set forth in the above-referenced Cost Proposal, in consideration of the Consultant's performance of the work set forth in "Exhibit A – First Amendment", entitled "Construction Survey Service Proposal for Line "F".

1.5 The total "Not to Exceed" fee for this contract is \$264,940 (\$201,940 for the original Agreement plus \$62,810 for the First Amendment to Agreement).

**SECTION 2**

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

**SIGNATURE PAGE TO FOLLOW**

**FIRST AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 804 0005 70 77**

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

City of Moreno Valley

Rick Engineering Company

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

Attachments: Exhibit A – Construction Survey Service Proposal for Line F

W:\CapProj\CapProj\PROJECTS\Viren - 804 0005 70 77 Line FCC Reports\Professional Consultant Services\Attachment 3\_2013\_First Amendment to Agreement with Rick Engineering Company.doc

Revised Feb 2009

EXHIBIT A



April 15, 2013

Mr. Viren Shah, Consultant Project Manager  
City of Moreno Valley  
Capital Projects Division  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

SUBJECT: CONSTRUCTION SURVEY SERVICES PROPOSAL for MORENO MASTER  
DRAINAGE PLAN LIN "F" STAGE 2 CHANNEL IMPROVEMENTS.  
PROJECT NO. 804 0005 70 77  
(RICK ENGINEERING COMPANY JOB NUMBER 15856)

Dear Mr. Shah:

Pursuant to your letter dated April 2, 2013, please find attached our scope of work and fee proposal for the above referenced project, in accordance with the Agreement for Professional Consultant Services for on-call survey services, dated March 1, 2013.

Rick Engineering Company is located in Riverside, just minutes from the above reference project. Here at Rick Engineering, we have always kept The City of Moreno Valley at top priority, and there have been numerous occasions when our field crew's response time was same day. Typically, all construction staking and City request will commence within 48 hours of receiving a request from the project's City inspector.

We appreciate this opportunity to provide services for the City of Moreno Valley.

Should you have any questions or need additional information, please feel free to contact either Matthew Reiner or myself.

Sincerely,

RICK ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read "Marten L. Anderson", written over a horizontal line.

Marten L. Anderson, RCE 51313  
Associate

MLA:MAR:kmh

## PROJECT SPECIFIC SCOPE OF WORK

### 1. Meeting and Supervision

- a. Meetings – Attend a pre-construction meeting and weekly coordination meetings if necessary. Assumes a maximum of one (1) pre-construction meeting and twenty (9) weekly meetings. Assumes twenty (20) hours.
- b. Project Supervision – Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1 hour for each 8 hour crew day. Twenty-Three and one half (23.5) hours.

### 2. Office Calculations

Obtain record mapping to establish centerline and right of way. Compare CAD drawings (provide by the City of Moreno Valley) with hardcopies in order to Provide required calculations for field crew for each survey request. Assumes twelve (12) hours.

### 3. Rough and Finish Grading

- a. Consultant will provide two set of stakes to facilitate the grading of the channel. First set of stakes will be set at 50' intervals and referenced to both top and toe of slope for approximately 9,000 L.F. of top of slope and approximately 9,000 L.F. of toe of slope for rough grading purpose. Second set of stakes will be set at 25' intervals referenced to either top or toe of slope for approximately 9,000 L.F. top of slope for final grading purpose. This includes staking for 12 Access Ramps.
- b. Consultant will provide one set of stakes for the limits of grading around disposal site ( Exhibit Area). This will include staking for 2,270 L.F. of contours, 1,460 L.F. of slopes and 345 L.F. of "Grade to Drain" areas. All this work lies within the exhibit area as shown on approved plans.

Assumes fifty-six (56) hours for Rough and Finish Grade staking

### 4. Final Channel Staking – Concrete

Consultant will provide three (3) sets of stakes for facilitate the construction of the concrete channel. One set of stakes will be referenced to top of slope, second set referenced toe of slope and third set on centerline of channel. Stakes will be set at 25' intervals and at any change of direction for approximately 9,000 L.F. of top, 9,000 L.F. of toe and 4,500 L.F. of channel centerline. This item also includes staking for the 12 access ramps and one (1) drainage apron. Assumes eighty-four (84) hours.

### 5. Fence Stakes

Provide one set of stakes to facilitate the construction of approximately 8,100 L.F. of fencing. Stakes will set at 50' intervals and at any change of vertical and horizontal direction. Assumes fourteen (14) hours.

**CITY OF MORENO VALLEY  
CONSTRUCTION SURVEY SERVICES FOR  
MORENO MASTER DRAINAGE PLAN LINE "F"  
STAGE 2 CHANNEL IMPROVEMENTS  
PROJECT NO. 804 0005 70 77**



**6. Storm Drain Pipe and Structures**

Consultant will provide one set of stakes for various sizes of pipes. Stakes will be set of 25' intervals and at any change of direction for approximately 1,620 L.F. of RCP pipe and staking for Line L-1 which has 290 L.F. of pipeline staking. This item also includes staking for Riprap, sub drains and 10 junction structures. Assumes twenty-eight (28) hours.

**7. Water Relocation**

a. Water Mainline – Provide ones set of stakes for approximately 545 L.F. of water mainline. Stakes will be set at 25' intervals and at any change in horizontal and vertical direction. This item also includes staking for approximately 40 L.F. of saw cut and 100 L.F. of steel casing.

b. Services – Provide one set of stakes for approximately 3 CTS stations. Offset will be referenced to centerline of CTS station.

Assumes six (6) hours for water relocation staking.

**8. Additional Items of Work as Requested**

Include an additional cost, of a two-man survey crew and field supervisor to verify grades, re-staking or provide miscellaneous stakes and or as-builts as directed by the City of Moreno Valley inspector. This fee would only be charged if the City request additional work. A signed time slip, by a City of Moreno Valley Inspector, will be provided with invoicing.







**NOT-TO-EXCEED FEE SCHEDULE**

1. Meeting and Supervision.....	\$5,220.00
2. Office Calculations.....	\$1,230.00
3. Rough and Finish Grade Stake .....	\$12,320.00
4. Final Channel Staking – Concrete .....	\$18,480.00
5. Fence Staking.....	\$3,080.00
6. Storm Drain Pipe and Structures.....	\$6,160.00
7. Water Relocation Stakes.....	\$1,320.00
8. Additional Items of Work as Requested.....	\$15,000.00
<b>TOTAL</b>	<b>\$62,810.00</b>



CHANNEL LINE "F" IMPROVEMENTS ~ PROJECT NO. 804 0005 70 77

HOURLY RATE SHEET – CALIFORNIA OFFICES

April 15, 2013 – Completion of Project No. 804 0005 70 77

Principal Consultant (Special Projects) .....	\$ 225.00	Principal Landscape Architect.....	\$195.00
Principal .....	205.00	Associate Landscape Architect.....	140.00
Associate Principal .....	190.00	Principal Project Landscape Architect/Manager.....	125.00
Associate/Manager .....	175.00	Associate Project landscape Architect/Manager .....	115.00
Expert Witness.....	300.00	Assistant Project Landscape Architect/Manager .....	105.00
Court Appearance per half day or part .....	1,200.00	Principal Landscape Designer .....	97.00
		Associate Landscape Designer.....	92.00
Principal Project Engineer/Manager.....	150.00	Assistant Landscape Designer.....	87.00
Associate Project Engineer/Manager.....	140.00	Principal Landscape Drafter.....	76.00
Assistant Project Engineer/Manager .....	130.00	Associate Landscape Drafter.....	71.00
Principal Engineering Designer.....	115.00	Assistant Landscape Drafter.....	65.00
Associate Engineering Designer .....	107.00		
Assistant Engineering Designer .....	100.00	Photogrammetry Supervisor.....	\$135.00
Principal Engineering Drafter .....	95.00	Principal Photogrammetrist.....	110.00
Associate Engineering Drafter .....	85.00	Associate Photogrammetrist.....	100.00
Assistant Engineering Drafter.....	75.00	Assistant Photogrammetrist.....	95.00
Principal Construction Engineer/Manager .....	\$150.00	GIS Manager.....	\$150.00
Associate Construction Engineer/Manager.....	140.00	Principal GIS Analyst.....	\$105.00
Assistant Construction Engineer/Manager.....	130.00	Associate GIS Analyst .....	100.00
Principal Construction Technician .....	115.00	Assistant GIS Analyst.....	93.00
Associate Construction Technician .....	107.00	Principal Computer Graphics Editor.....	95.00
Assistant Construction Technician .....	100.00	Associate Computer Graphics Editor.....	85.00
		Assistant Computer Graphics Editor.....	75.00
Senior Transportation/Traffic Engineer .....	\$185.00		
Principal Transportation/Traffic Engineer .....	150.00	Field Supervisor.....	\$120.00
Associate Transportation/Traffic Engineer.....	140.00	One-person Survey Party (prevailing wage rate).....	140.00
Assistant Transportation/Traffic Engineer.....	130.00	Two-person Survey Party (prevailing wage rate).....	220.00
Principal Transportation/Traffic Designer.....	115.00	Three-person Survey Party (prevailing wage rate).....	360.00
Associate Transportation/Traffic Designer.....	107.00		
Assistant Transportation/Traffic Designer.....	100.00	3D Laser Scanning Crew (One-Person).....	\$200.00
		3D Laser Scanning Crew (Two Person) .....	240.00
Director of Planning.....	\$180.00	3D Laser Scanning Crew (Three Person).....	270.00
Principal Project Planner.....	170.00		
Senior Project Planner .....	130.00	Principal 3D Laser Scanning Project Manager .....	\$150.00
Assistant Project Planner .....	120.00	Associate 3D Laser Scanning Project Manager .....	140.00
Senior Planner .....	125.00	Assistant 3D Laser Scanning Project Manager .....	130.00
Associate Planner .....	107.00	Principal 3D Laser Scanning Specialist.....	\$115.00
Assistant Planner.....	100.00	Associate 3D Laser Scanning Specialist .....	107.00
Senior Planning Technician .....	95.00	Assistant 3D Laser Scanning Specialist.....	100.00
Associate Planning Technician.....	85.00	Principal 3D Laser Scanning Technician.....	\$95.00
Assistant Planning Technician.....	75.00	Associate 3D Laser Scanning Technician.....	85.00
Planning Assistant.....	65.00	Assistant 3D Laser Scanning Technician.....	75.00
Principal Water Resources Designer .....	\$115.00	Computing & Mapping Director.....	\$120.00
Associate Water Resources Designer.....	107.00	Principal Survey Analyst.....	105.00
Assistant Water Resources Designer.....	100.00	Associate Survey Analyst.....	105.00
		Assistant Survey Analyst .....	105.00
Associate Environmental Project Manager .....	\$125.00		
Assistant Environmental Project Manager .....	115.00	Associate Project Administrator .....	\$60.00
Principal Environmental Specialist.....	107.00	Assistant Project Administrator.....	50.00
Associate Environmental Specialist.....	102.00	Administrative Assistant.....	60.00
Assistant Environmental Specialist.....	97.00		
Environmental Technician.....	74.00		

When authorized, overtime shall be charged at the listed rates times 1.3.

Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.

A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.

**MINUTES - REGULAR MEETING OF APRIL 23, 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>MSJ</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

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

**AGENDA DATE:** May 14, 2013

**TITLE:** THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW – TESTING, REPAIR AND REPLACEMENT SERVICES

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### **RECOMMENDED ACTION**

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the Third Amendment to the Independent Contractor Agreement (“Agreement”) for Backflow Testing Services Project No. BDEMS/10, (“Third Amendment to Agreement for BDEMS/10”) with E. R. Block Plumbing, Inc. (10910 Hole Avenue, Riverside, CA 92505) for replacement, repair and testing of backflow devices throughout each of the CSD maintained landscaped areas and Water Quality Basins.
2. Authorize the City Manager to execute the Third Amendment to the Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.
3. Authorize an adjustment in the purchase order (PO) to E. R. Block Plumbing, Inc., for an increase of \$15,752.88 when the Third Amendment to the Agreement for BDEMS/10 has been signed by all parties.
4. Authorize the City Manager to approve budget adjustments for CSD Zones D & E for backflow testing, repair and replacement services in the following amounts: a. Zone D in the amount of \$25,571.02. b. Zone E in the amount of \$12,292.40.

5. Authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10 for backflow testing, repair and replacement services; authority to approve increases to the purchase order for any Amendment to the Agreement for BDEMS/10 for a sum of up to a not-to-exceed (NTE) amount of \$50,000.00; and authority to approve related budget adjustments for additional backflow replacements, testing and repairs, that may be necessary through the remainder of the 2012/13 fiscal year.

### **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. 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 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), E-16 (Shadow Mountain) and the NPDES water quality basins.

Maintenance provided to the CSD landscaped areas and NPDES water quality basins is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape related specialty service agreements include such services as backflow testing, repair and replacement, which are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (“Agreement”).

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” includes testing of the backflow devices.

“Additional work” is unanticipated, extra services that may be required and includes repair and replacement of backflow devices, as allowed per the Agreement or as provided in a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or unexpected occurrences can necessitate the Agreement to be amended to include costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

## **DISCUSSION**

### **Amendments**

The Agreement for BDEMS/10, as extended for FY 2012/13, was authorized in the NTE amount of \$34,240.00 (\$4,240.32 for base maintenance services, \$30,000.00 for additional work) for FY 2012/13.

The First Amendment to the Agreement for BDEMS/10 ("First Amendment") increased the NTE amount of the Agreement from \$34,240.00 to \$63,680.10 for an increase of \$29,440.10 in additional work as a result of some 20 thefts of backflow devices throughout various CSD and NPDES landscaped areas. The First Amendment was entered into in February of 2013.

A Second Amendment to the Agreement for BDEMS/10 ("Second Amendment") further increased the NTE amount of the Agreement as extended for BDEMS/10. The amount of the Agreement increased from \$63,680.10 to \$93,273.56 for an increase of \$29,593.46 in additional work, resulting from some 20 thefts and 3 attempted thefts of backflow equipment within the CSD and NPDES landscape maintenance areas. The Second Amendment was entered into in April of 2013.

A Third Amendment to the Independent Contractor Agreement ("Third Amendment") is being requested for backflow repairs and replacements to increase the NTE contract amount from \$93,273.56 to \$109,026.44, an increase of \$15,752.88 to accommodate the most recent repairs and replacements of an additional nine stolen backflow devices.

Since December of 2012, thefts of backflow devices has accounted for some fifty-two (52) unanticipated repairs and/or replacements of damaged or stolen backflows in CSD landscaped areas and City maintained water quality basin locations. Backflows are required to prevent contamination of the water tables. Their replacement is of an emergency nature due to the public health and safety for potential water contamination, potential EMWD fines, and an impact to existing landscaping due to no irrigation.

### **Budget Adjustment**

In addition to replants and replacement of irrigation parts, replacement and repair of backflows are paid from the additional work budget. The budgets for landscape zones affected by emergency repairs and replacements of the backflows have been able to absorb the unanticipated expenses, with the exception of Zone D and Zone E-14.

For Zone D, the additional work budget was approved at \$18,500.00. A First Amendment included replacement costs for 20 stolen backflow devices of which 10 were from Zone D and were absorbed within the approved budget. The Second Amendment included replacement costs for 20 stolen backflow devices, of which 13 were from Zone D. The increase in replacement costs of \$18,562.14 due from Zone D, created a shortfall in the additional work line item by \$15,529.18. This Third Amendment includes the emergency replacement costs for an additional 6 backflows

within Zone D at a cost of \$10,041.84, increasing the total shortfall in the additional work budget line item to \$25,571.02.

The additional work budget for Zone E-14 was originally approved at \$700.00. When the First Amendment was entered into, 5 of the 20 stolen backflows were from Zone E-14, which created a shortfall of \$6,518.00 within its approved budget for additional work. When the Second Amendment was entered into, replacement costs for an additional 4 stolen backflows increased the shortfall by an additional \$5,774.40, bringing the total shortfall to \$12,292.40.

### Future Authorization

Additionally, the CSD Board is being asked to grant the City Manager authority to approve future Amendments to the Agreement, including authorization to approve increases in the PO and necessary budget adjustments for up to a NTE amount of \$50,000 for any additional backflow services required in the CSD landscaped or NPDES water quality basin landscaped areas where backflows devices may be stolen or damaged for the balance of the 2012/13 fiscal year.

### ALTERNATIVES

1. Approve the Third Amendment to the Agreement with E. R. Block Plumbing, Inc. in the form attached hereto to provide necessary testing, repair and replacement services of the back flow devices, authorize the City Manager to execute said Third Amendment to the Agreement with E. R. Block Plumbing, Inc., and authorize an increase in the purchase order to E. R. Block Plumbing, Inc. in the amount of \$15,752.88; authorize the City Manager to approve the budget adjustments for CSD Zone D in the amount of \$25,571.02 and for CSD Zone E in the amount of \$12,292.40 for backflow testing, repair and replacement services; and authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10, have the authority to approve increases to the purchase order for any Amendment to the Agreement for BDEMS/10, and make any budget adjustments that may be necessary for a sum of up to a not to exceed amount of \$50,000.00 for additional backflow replacements, testing and repairs that may be necessary through the remainder of the 2012/13 fiscal year. *By selecting this alternative the CSD Board will prevent interruptions in providing necessary irrigation services and allow for funding of the additional backflow work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*
2. Do not approve the Third Amendment to the Agreement with E. R. Block Plumbing, Inc. in the form attached hereto for backflow testing, repair and replacement services for continuation of landscape maintenance related services; do not authorize the City Manager to execute said Third Amendment to the Agreement with E. R. Block Plumbing, Inc.; do not authorize an increase in the purchase order to E. R. Block Plumbing Inc., in the amount of \$15,752.88; do not authorize the City Manager to approve the budget adjustments for CSD Zone D in the amount of \$25,571.02 and for CSD Zone E in the amount of \$12,292.40 for backflow testing, repair and



replacement services; and do not authorize the City Manager to have authority to approve subsequent Amendments to the Agreement for BDEMS/10 and have the authority to approve increases to the purchase order, nor make any budget adjustments that may be necessary to the Amendment to the Agreement for BDEMS/10 for a sum of up to a not to exceed amount of \$50,000.00 for additional backflow replacements, testing and repairs that may be necessary through the remainder of the 2012/13 fiscal year. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be in each of the landscaped areas for backflow testing, repair and replacement services. Additionally, if the budget adjustment is not approved, funding to pay for the necessary emergency backflow replacements/repairs and testing will be deficient. Not authorizing the City Manager to approve additional Amendments to the Agreement or changes to the PO for future backflow repair/replacement and testing as a result of thefts of backflow devices for the remainder of the 2012/13 fiscal year could result in further deficiencies in compensating for backflow repair, replacement and testing services.*

## **FISCAL IMPACT**

CSD Zones are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for landscape maintenance and landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustments to be made in the General Ledger Accounts to the Zone D & E budgets to accommodate the Amendment to the Agreement for BDEMS/10 backflow testing, repair, and replacement services.

Contractor	GL Account	Zone	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Adjustments	2012/13 Amended Agreement Total
E. R. Block Plumbing, Inc.	5111-30-79-25704-630332	D				\$ 10,041.84	
	5013-30-79-25706-630332	E-1				\$ 1,903.68	
	5013-30-79-25708-630332	E-2				\$ 1,903.68	
	5013-30-79-25717-630332	E-15				\$ 1,903.68	
Backflow Agreement Total			\$ 4,240.00	\$ 89,033.56	\$ 93,273.56	\$ 15,752.88	\$ 109,026.44

### **Budget Adjustment – Backflows:**

Thefts of backflow devices have caused expenses for backflow testing and repair services to significantly increase, impacting Zone D and Zone E budgets for backflow expenditures. Due to these significant increased costs, a budget adjustment is necessary. The amount needed for the budget adjustment will come from Zone D and Zone E fund balances, which can accommodate these budget adjustments. The table

below represents the breakdown of the total budget adjustments needed in the amount of \$37,863.42. All other CSD Zones that receive maintenance of the backflows have sufficient funding budgeted to accommodate added repair, replacement and testing services for FY 2012/13.

Service Area (Zone)	Contractor	GL Account Number	2012/13 Backflow Budget Amount	2012/13 Unanticipated Backflow Costs	2012/13 Budget Adjustment Required
Zone D	E. R. Block Plumbing, Inc.	5111-30-79-25704-630332	\$ 18,500.00	\$ 44,071.02	\$ 25,571.02
Zone E-14	E. R. Block Plumbing, Inc.	5013-30-79-25716-630332	\$ 700.00	\$ 12,992.40	\$ 12,292.40
Totals			\$ 57,063.42	\$ 37,863.42	

Additionally, the CSD Board is being asked to grant the City Manager authority to approve future Amendments to the Agreement for BDEMS/10 including authorization of budget adjustments up to a NTE amount of \$50,000 to be used for replacement, repair, and testing costs for additional backflows devices that are stolen or damaged for the remainder of the 2012/13 fiscal year. This amount would be allocated from existing CSD fund balances.

### **CITY COUNCIL GOALS**

#### **Public Safety:**

Approval of the Third Amendment to the Agreement for BDEMS/10 will allow for necessary repairs and replacement of backflow devices to help insure cleanliness and safety of the water available to the City for use.

### **NOTIFICATION**

N/A

**ATTACHMENTS**

Attachment 1 – Third Amendment to the Agreement for BDEMS/10

Attachment 2 – Second Amendment to the Agreement for BDEMS/10

Attachment 3 – First Amendment to the Agreement for BDEMS/10

Attachment 4 – Agreement for BDEMS/10 for FY 2010/11, Extensions to the Agreement for BDEMS/10 for FY 2010/11, 2011/12, and 2012/13

Prepared By:  
Sharon Sharp  
Senior Management Analyst

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

Concurred By:  
Candace 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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**THIRD AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
BACKFLOW TESTING SERVICES**

**PROJECT & RFP NO. BDEMS/10**

This Third Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 8, 2011, for the 2011/12 fiscal year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 2, 2012, for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS, the Contractor has continued to perform satisfactorily to provide backflow testing and repair services; and,

WHEREAS, the Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

**THIRD AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
BACKFLOW TESTING SERVICES  
PROJECT & RFP NO. BDEMS/10**

WHEREAS, the estimated cost of providing services in accordance with the Second Extension Agreement was based upon a Not-to-Exceed (NTE) amount of \$34,240.00 (\$4,240.00 for base and \$30,000.00 for additional work); and,

WHEREAS, a First Amendment to the Agreement, as extended under the Second Extension Agreement hereinafter referred to as (“First Amended Agreement”) was entered into on February 19, 2013 to increase the NTE amount of the Agreement from \$34,240.00 to \$63,680.10 (an increase of \$29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, a Second Amendment to the Amended Agreement was entered into on April 2, 2013 to increase the NTE amount of the First Amended Agreement from \$63,680.10 to \$93,273.56 (an increase of \$29,593.46) to cover additional services associated with the necessary replacement of stolen backflow devices; and

WHEREAS, it is desirable to amend the Second Amended Agreement as extended to increase the NTE amount from \$93,273.56 (\$4,240.00 for base and \$89,033.56 for additional work), to \$109,026.44 for which the added cost of \$15,752.88 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of \$15,752.88, copies of which are attached as Exhibit “B” to this Third Amendment, and incorporated herein by this reference.

**THIRD AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
BACKFLOW TESTING SERVICES  
PROJECT & RFP NO. BDEMS/10**

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of \$89,033.56 to \$104,786.44 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Third Amendment for a total NTE amount of \$109,026.44 (\$4,240.00 for base and \$104,786.44 for additional work).

SECTION 2. AGREEMENT

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

**SIGNATURE PAGE TO FOLLOW**

**THIRD AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
BACKFLOW TESTING SERVICES  
PROJECT & RFP NO. BDEMS/10**

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

Moreno Valley Community Services District

Contractor: E. R. Block Plumbing, Inc.

By: \_\_\_\_\_  
Title: City Manager, acting in the capacity of  
District Manager to the Board of Directors  
of the Moreno Valley Community Services  
District

By: *[Signature]*  
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)



FY 2012/13  
Estimated Backflow Service Costs

Testing (6261)				Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	\$ 20.00	120	\$ 2,400.00	\$ -	\$ 4,600.00	\$ 4,000.00	\$ 8,600.00	\$ 11,000.00
M	\$ 20.00	26	\$ 520.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,720.00
S	\$ 20.00	4	\$ 80.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,780.00
E-1	\$ 20.00	14	\$ 280.00	\$ -	\$ 300.00	\$ 1,600.00	\$ 1,900.00	\$ 2,180.00
E-1A	\$ 20.00	2	\$ 40.00	\$ -	\$ 1,200.00	\$ 900.00	\$ 2,100.00	\$ 2,140.00
E-2	\$ 20.00	24	\$ 480.00	\$ -	\$ 900.00	\$ 1,600.00	\$ 2,500.00	\$ 2,980.00
E-3	\$ 20.00	7	\$ 140.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,340.00
E-3A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-7	\$ 20.00	3	\$ 60.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,760.00
E-8	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-12	\$ 20.00	2	\$ 40.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,140.00
E-14	\$ 20.00	3	\$ 60.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,160.00
E-15	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-16	\$ 20.00	5	\$ 100.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,200.00
NPDES	\$ 20.00	25	\$ -	\$ 500.00	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,600.00
			\$ 4,240.00	\$ 500.00	\$ 11,800.00	\$ 17,700.00	\$ 29,500.00	\$ 34,240.00

Added Additional Services

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 710.64	\$ 1,160.64	
20715	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
24721	\$ 450.00	\$ 993.60	\$ 1,443.60	
30027	\$ 225.00	\$ 642.60	\$ 867.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
31269	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
31284	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
32625	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 15,467.04
E-3	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 1,443.60
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 7,218.00
M	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
	\$ 450.00	\$ 710.64	\$ 1,160.64	\$ 3,064.32
NPDES	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 357.50	\$ 729.00	\$ 1,086.50	\$ 2,247.14

\* Includes tax on material parts

First Amendment Costs

	\$ 29,440.10
<b>Total Original Agreement &amp; First Amendment Costs</b>	<b>\$ 63,680.10</b>

Added Additional Services

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256	\$ 450.00	\$ 710.64	\$ 1,160.64	
31591	\$ 450.00	\$ 993.60	\$ 1,443.60	
22276	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
21597	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
21113	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 993.60	\$ 1,443.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
20660	\$ 450.00	\$ 993.60	\$ 1,443.60	
19799	\$ 450.00	\$ 710.64	\$ 1,160.64	
20525	\$ 450.00	\$ 993.60	\$ 1,443.60	
31424	\$ 450.00	\$ 710.64	\$ 1,160.64	
13576/19080/19081	\$ 112.50	\$ 135.00	\$ 247.50	\$ 18,562.14
E-1	\$ 200.00	\$ 216.00	\$ 416.00	\$ 416.00
E-3	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 5,774.40
M	\$ 112.50	\$ 54.00	\$ 166.50	\$ 166.50
NPDES	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 112.50	\$ 54.00	\$ 166.50	\$ 2,770.74

\* Includes tax on material parts

Second Amendment Costs

	\$ 29,593.46
<b>Total Original Agreement, First and Second Amendment Costs</b>	<b>\$ 93,273.56</b>

Added Additional Services

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
16769 <sup>1</sup>	\$ 450.00	\$ 993.60	\$ 1,443.60	
19852	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20525	\$ 450.00	\$ 993.60	\$ 1,443.60	
22371	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
27256	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 10,041.84
E-1	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-2	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-15	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68

\* Includes tax on material parts

Third Amendment Costs

	\$ 15,752.98
<b>Total Original Agreement, First, Second and Third Amendment Costs</b>	<b>\$ 109,026.44</b>

<sup>1</sup> Second location

D  
16769

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 1

Proposal submitted to: city of moreno valley	Date: 3-27-83
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / PEPPER BUSH	

**We Propose** hereby to furnish material and labor complete in accordance with specifications below.

Authorized Signature   
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT B**

D  
Tr. 16749

**Proposal**


**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLÉ AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: <del>3-8-43</del>
Address: 14325 frederick st ste 9	Phone: 7-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: ECCAYDHS / Mine Park	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature 

DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN <sup>1/2</sup> INCH BACKFLOW.

PARTS 930.00  
TAX 73.60  
LABOR 450.00  
TOTAL 1443.60

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

OK 19852

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Cottonwood / BUNNY PASS	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature   
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 11346.00  
TAX 107.68  
LABOR 450.00  
TOTAL 11903.68

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #7

Proposal submitted to: city of moreno valley	Date: 7-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: e CALYPTUS / Mateo	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature



DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2 INCH BACKFLOW.

PARTS 920.00

TAX 73.60

LABOR 450.00

TOTAL 1,443.60

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 3

Proposal submitted to: city of moreno valley	Date: <u>3-27-83</u>
Address: 14325 frederick st ste 9	Phone: _____
City, State, Zip Code moreno valley ca 92552	
Job location: <u>KITCHING / A + WOOD</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature   
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00  
TAX 107.68  
LABOR 450.00  
TOTAL 1,903.68

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

0  
TIA 27526

# Proposal


**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 8-5-13
Address: 14325 frederick st ste 9	Phone: 4-91-13
City, State, Zip Code moreno valley ca 92552	
Job location: LASSIE / MAKE NFA	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature 

DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2 INCH BACKFLOW.

PARTS 920.00  
TAX 73.60  
LABOR 450.00  
TOTAL 1,443.60

### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <u>ELSWORTH / ORANGE</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below.

Authorized Signature   
**DAVID ROSS**  
 NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00  
 TAX 107.68  
 LABOR 450.00  
 TOTAL 1,903.68

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

1903.68



**Proposal**

E-2

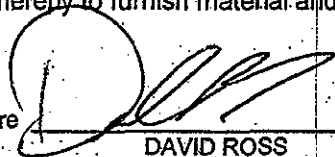
**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLÉ AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone: 4-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: CARTAGENA / MOLAIRA	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature   
 \_\_\_\_\_  
 DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346  
 TAX 107.68  
 LABOR 450.<sup>00</sup>  
 TOTAL 1,903.68

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

E-15

Proposal

E. R. BLOCK PLUMBING, INC.  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 2

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Nason / Delphinium	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature David Ross  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.<sup>00</sup>  
TAX 107.68  
LABOR 450.<sup>00</sup>  
TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

1903.68

**SECOND AMENDMENT TO  
INDEPENDENT CONTRACTOR AGREEMENT  
BACKFLOW TESTING SERVICES**

**PROJECT & RFP NO. BDEMS/10**

This Second Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Original Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Original Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted annual extensions to the Agreement, in accordance with the terms of the Agreement, which most recently was approved on July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013; and,

WHEREAS, the Original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS, the estimated cost of providing services for the 2012/13 fiscal year was based upon a Not-to-Exceed (NTE) amount of \$34,240.00 (\$4,240.00 for base and \$30,000.00 for additional work); and,

WHEREAS a First Amendment to the Original Agreement, as extended hereinafter referred to as ("Amended Agreement") was entered into on February 19, 2013 to increase the

**SECOND AMENDMENT TO AGREEMENT  
FOR INDEPENDENT CONTRACTOR AGREEMENT  
BACKFLOW TESTING SERVICES  
PROJECT & RFP NO. BDEMS/10**

NTE amount of the Agreement from \$34,240.00 to \$63,680.10 (an increase of \$29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS it is desirable to amend the Original Agreement as extended a second time to increase the NTE amount of the Amended Agreement from \$63,680.10 (\$4,240.00 for base and \$59,440.10 for additional work), to \$93,273.56 for which the added cost of \$29,593.46 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of \$29,593.46, copies of which are attached as Exhibit "B" to this Second Amendment, and incorporated herein by this reference.

**SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:**

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of \$59,440.10 to \$89,033.56 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Second Amendment.

**SECTION 2. AGREEMENT**

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

**SIGNATURE PAGE TO FOLLOW**

**SECOND AMENDMENT TO AGREEMENT  
FOR INDEPENDENT CONTRACTOR AGREEMENT  
BACKFLOW TESTING SERVICES  
PROJECT & RFP NO. BDEMS/10**

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

Moreno Valley Community Services District

Contractor

By: Michelle Dawson  
Title: City Manager, acting in the capacity of  
District Manager to the Board of Directors  
of the Moreno Valley Community Services  
District

By: Stacy Raw  
Title: (President or Vice President)

Date: 4/2/13

Date: 3-21-13

**INTERNAL USE ONLY**

ATTEST:

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

APPROVED AS TO LEGAL FORM:

Suzanne Bryant  
City Attorney  
3-28-13  
Date

RECOMMENDED FOR APPROVAL:

Richard Tuckett  
Department Head  
4/1/13  
Date

By: \_\_\_\_\_  
Title: Corporate Secretary or Assistant  
Secretary  
(If applicable)

Date: \_\_\_\_\_

Affix Corporate Seal Below  
(If applicable)

FY 2012/13  
Estimated Backflow Service Costs

Testing (6261)				Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	\$ 20.00	120	\$ 2,400.00	\$ -	\$ 4,600.00	\$ 4,000.00	\$ 8,600.00	\$ 11,000.00
M	\$ 20.00	26	\$ 520.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,720.00
S	\$ 20.00	4	\$ 80.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,780.00
E-1	\$ 20.00	14	\$ 280.00	\$ -	\$ 300.00	\$ 1,600.00	\$ 1,900.00	\$ 2,180.00
E-1A	\$ 20.00	2	\$ 40.00	\$ -	\$ 1,200.00	\$ 900.00	\$ 2,100.00	\$ 2,140.00
E-2	\$ 20.00	24	\$ 480.00	\$ -	\$ 900.00	\$ 1,600.00	\$ 2,500.00	\$ 2,980.00
E-3	\$ 20.00	7	\$ 140.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,340.00
E-3A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-7	\$ 20.00	3	\$ 60.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,760.00
E-8	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-12	\$ 20.00	2	\$ 40.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,140.00
E-14	\$ 20.00	3	\$ 60.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,160.00
E-15	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-16	\$ 20.00	5	\$ 100.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,200.00
NPDES	\$ 20.00	25	\$ -	\$ 500.00	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,600.00
			\$ 4,240.00	\$ 500.00	\$ 11,800.00	\$ 17,700.00	\$ 29,500.00	\$ 34,240.00

**Added Additional Services**

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 710.64	\$ 1,160.64	
20715	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
24721	\$ 450.00	\$ 993.60	\$ 1,443.60	
30027	\$ 225.00	\$ 642.60	\$ 867.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
31269	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
31284	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
32625	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 15,467.04
E-3	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 1,443.60
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 7,218.00
M	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
	\$ 450.00	\$ 710.64	\$ 1,160.64	\$ 3,064.32
NPDES	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 357.50	\$ 729.00	\$ 1,086.50	\$ 2,247.14

\* Includes tax on material parts

**First Amendment Costs**

Total Original Agreement & First Amendment Costs **\$ 63,680.10**

**Added Additional Services**

Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256	\$ 450.00	\$ 710.64	\$ 1,160.64	
31591	\$ 450.00	\$ 993.60	\$ 1,443.60	
22276	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
21597	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
21113	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 993.60	\$ 1,443.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
20660	\$ 450.00	\$ 993.60	\$ 1,443.60	
19799	\$ 450.00	\$ 710.64	\$ 1,160.64	
20525	\$ 450.00	\$ 993.60	\$ 1,443.60	
31424	\$ 450.00	\$ 710.64	\$ 1,160.64	
13576/19080/19081	\$ 112.50	\$ 135.00	\$ 247.50	\$ 18,562.14
E-1	\$ 200.00	\$ 216.00	\$ 416.00	\$ 416.00
E-3	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 5,774.40
M	\$ 112.50	\$ 54.00	\$ 166.50	\$ 166.50
NPDES	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 112.50	\$ 54.00	\$ 166.50	\$ 2,770.74

\* Includes tax on material parts

**Second Amendment Costs**

Total Original Agreement, First and Second Amendment Costs **\$ 93,273.56**

D  
Tr. 33256

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 512

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: FIR ST TR 33256	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature   
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00  
TAX 52.64  
LABOR 450.00  
TOTAL 1160.64

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# *56*

*0*  
*TV. 31591*

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <i>Morrison / El Cerritos</i>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below.

Authorized Signature *David Ross*  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN  $\frac{1}{2}$  INCH BACKFLOW.

PARTS *920.00*  
TAX *73.60*  
LABOR *450.00*  
TOTAL *1,443.60*

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



D  
T. 22276

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 59

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <u>FIR / Morrison</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature   
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00  
TAX 107.68  
LABOR 450.00  
TOTAL 1,903.68

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

D  
Tr. 22277

### Proposal

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # *S14*

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <i>NW CORNER FIR AND MORRISON</i>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below.

Authorized Signature *David Ross*  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN *2* INCH BACKFLOW.

PARTS *1,346.00*  
TAX *107.68*  
LABOR *450.00*  
TOTAL *1,903.68*

#### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

0  
T, 21597

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 87

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ON CACTUS / KITCHING	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature David Ross  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW .

PARTS 1,346.00  
TAX 107.68  
LABOR 450.00  
TOTAL 1,903.68

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

0  
T. 2113

### Proposal

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # **51**

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <i>indian / Superior</i>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature *David Ross*  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN **2** INCH BACKFLOW.

PARTS *1,346.00*  
TAX *107.68*  
LABOR *450.00*  
TOTAL *1,903.68*

#### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

D  
Tr. 20404

### Proposal

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# **53**

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <b>KRAMERIA / WIND BREAK</b>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature   
**DAVID ROSS**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN  $\frac{1}{2}$  INCH BACKFLOW.

PARTS **920.00**  
TAX **73.60**  
LABOR **450.00**  
TOTAL **1,443.60**

#### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

D.  
Tr. 30957

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 52

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: KRAMERIA / ORIN	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature   
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00  
TAX 73.60  
LABOR 450.00  
TOTAL 1,443.60

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

D  
Tr. 20660

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 54

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: KITCHEN / LAUN	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature David Ross

DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00  
TAX 73.60  
LABOR 450.00  
TOTAL 1,443.60

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

D  
Tr. 19799

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 518

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <u>KITCHING / wedmore</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below.

Authorized Signature David Ross  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00

TAX 52.64

LABOR 450.00

TOTAL 1,160.64

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # *S 17*

*D 20575*

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <i>EL CAJONES / Lasalle</i>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature *DR*  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN *1/2* INCH BACKFLOW .

PARTS *920.00*  
TAX *73.60*  
LABOR *450.00*  
TOTAL, *1443.60*

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

0  
Tr. 3/14/24

### Proposal

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 55

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / AT DEAD END OFF REDLANDS	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature David Ross  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.

PARTS 658.00  
 TAX 52.64  
 LABOR 450.00  
 TOTAL 1,160.64

#### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**PROMPT  
PROFESSIONAL  
SERVICE**

**E.R. BLOCK PLUMBING, INC.**  
 10910 HOLE AVE., RIVERSIDE, CALIFORNIA 92505  
 PHONE (951) 687-4011 FAX (951) 687-0801  
 SAN BERNARDINO PHONE (909) 889-5457  
 CA STATE CONT. LIC. # 675567

INVOICE NUMBER	111698
INVOICE DATE	2/15/13
REFERENCE	118647

SERVICE ADDRESS: CITY OF MORENO VALLEY  
 22894 IRONWOOD AVE  
 MORENO VALLEY, CA 92557

*D*  
*TR. 13576/19080/19081*

A FINANCE CHARGE 1.5% PER MONTH  
 WILL BE ADDED TO YOUR ACCOUNT IF  
 THE BALANCE IS NOT PAID IN FULL BY  
 THE 10TH OF THE FOLLOWING MONTH  
 AFTER BILLING DATE

BILL TO: CITY OF MORENO VALLEY-CSD  
 ATTN DAN MONTO  
 14177 FREDERICK ST.  
 MORENO VALLEY, CA 925539014

PURCHASE ORDER NO.	CUST NO	SLSMN	TERMS	TAX CD	LOC	SHIP VIA	SHIP DATE
2013-00000963	133483		1 NET 30		1		

PART NO	DESCRIPTION	QTY BILLED	PRICE	EXTENSION
WD #: 111698	TECHNICIAN: 57			
M	REPAIR KIT	1.00	125.00	125.00
L	LABOR	1.00	112.50	112.50

CITY OF MORENO VALLEY  
 SPECIAL DISTRICT  
 2013 FEB 19 PM 1:49

SUB TOTAL	SALES TAX	FREIGHT	TOTAL
237.50	10.00		247.50

**Proposal**

E-1

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 519

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <i>ELSWORTH / DRACENA</i>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below.

Authorized Signature *David Ross*  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN *2* INCH BACKFLOW *RISE ONLY*

PARTS *200.00*  
TAX *16.00*  
LABOR *225.00*  
TOTAL *441.00*

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

E-3

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 513

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Kitching / KRAMERIA	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature David Ross  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00  
TAX 107.68  
LABOR 450.00  
TOTAL 1,903.68

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

E-14

### Proposal

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # *56*

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <i>Alessandro / Morrison</i>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature *David Ross*  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN *1 1/2* INCH BACKFLOW.

PARTS *920.00*  
TAX *73.60*  
LABOR *450.00*  
TOTAL *1443.60*

**ACCEPTANCE OF PROPOSAL** - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_  
Signature \_\_\_\_\_

E-14

### Proposal

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 58

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: MORRISON / BAY	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature David Ross  
 DAVID ROSS  
 NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2 INCH BACKFLOW.

PARTS 920.00  
 TAX 73.60  
 LABOR 450.00  
 TOTAL 1,443.60

#### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_  
 Signature \_\_\_\_\_

# Proposal

E-14

E. R. BLOCK PLUMBING, INC.  
PHONE (951) 687-4011 FAX (951) 687-0801

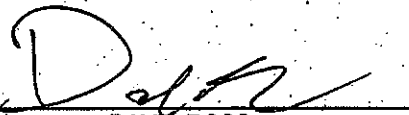
10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 517

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Cotton wood AND Morrison	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature



DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2 INCH BACKFLOW.

PARTS 920.00  
TAX 73.60  
LABOR 450.00  
TOTAL 1,443.60

### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



# Proposal

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

E-14

Est # 515

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ALESSANDRO MORRISON	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature   
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1 1/2 INCH BACKFLOW.

PARTS 920.00  
TAX 73.60  
LABOR 450.00  
TOTAL 1,443.60

### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

WQB

TR. 33437

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 511

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Rio Bravo TR 33437	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature David Ross  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ESTIMATE TO REPLACE STOLEN 1 INCH BACKFLOW.**

PARTS 658.<sup>00</sup>  
TAX 52.64  
LABOR 450.<sup>00</sup>  
TOTAL 1,160.64

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

WOB Tr. 31269

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 566

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ALESSANDRO MORRISON Second Device on same corner	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature David Ross  
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2-INCH BACKFLOW.

PARTS 9200.00  
TAX 73.60  
LABOR 450.00  
TOTAL 11443.60

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**PROMPT  
PROFESSIONAL  
SERVICE**

**E.R. BLOCK PLUMBING, INC.**  
 10910 HOLE AVE., RIVERSIDE, CALIFORNIA 92505  
 PHONE (951) 687-4011 FAX (951) 687-0801  
 SAN BERNARDINO PHONE (909) 889-5457  
 CA STATE CONT. LIC. # 675567

INVOICE NUMBER	111696
INVOICE DATE	2/15/13
REFERENCE	118645

*WOB*  
*TR. 33437*

SERVICE ADDRESS: CITY OF MORENO VALLEY  
 RIO BRAVO  
 MORENO VALLEY, CA 92557

A FINANCE CHARGE 1.5% PER MONTH  
 WILL BE ADDED TO YOUR ACCOUNT IF  
 THE BALANCE IS NOT PAID IN FULL BY  
 THE 10TH OF THE FOLLOWING MONTH  
 AFTER BILLING DATE

BILL TO: CITY OF MORENO VALLEY-CSD  
 ATTN DAN MONTO  
 14177 FREDERICK ST.  
 MORENO VALLEY, CA 925539014

PURCHASE ORDER NO.	CUST NO.	SLSMN	TERMS	TAX CD	LOC	SHIP VIA	SHIP DATE
2013-00000963	133483		1 NET 30		1		

PART NO	DESCRIPTION	QTY BILLED	PRICE	N	EXTENSION
WO #: 111696	TECHNICIAN: 57				
M	REPAIR KIT	1.00	50.00		50.00
L	LABOR	1.00	112.50	*	112.50

CITY OF MORENO VALLEY  
 SPECIAL DISTRICT  
 2013 FEB 19 PM 1:49

SUB-TOTAL	SALES TAX	FREIGHT	TOTAL
162.50	4.00		166.50

**PROMPT  
PROFESSIONAL  
SERVICE**

**E.R. BLOCK PLUMBING, INC.**

10910 HOLE AVE., RIVERSIDE, CALIFORNIA 92505  
 PHONE (951) 687-4011 FAX (951) 687-0801  
 SAN BERNARDINO PHONE (909) 889-5457  
 CA STATE CONT. LIC. # 675567

INVOICE NUMBER	111697
INVOICE DATE	2/15/13
REFERENCE	118646

SERVICE ADDRESS:

CITY OF MORENO VALLEY  
 ALESSANDRO BLVD  
 MORENO VALLEY, CA 92557

*Zone M*

A FINANCE CHARGE 1.5% PER MONTH  
 WILL BE ADDED TO YOUR ACCOUNT IF  
 THE BALANCE IS NOT PAID IN FULL BY  
 THE 10TH OF THE FOLLOWING MONTH  
 AFTER BILLING DATE

BILL TO:

CITY OF MORENO VALLEY-CSD  
 ATTN DAN MONTO  
 14177 FREDERICK ST.  
 MORENO VALLEY, CA 925539014

PURCHASE ORDER NO	CUST NO	SLSMN	TERMS	TAX CD	LOC	SHIP VIA	SHIP DATE
2013-00000963	133483		1 NET 30		1		

PART NO	DESCRIPTION	QTY BILLED	PRICE	N	EXTENSION
WO #: 111697	TECHNICIAN: 57				
M	REPAIR KIT	1.00	50.00		50.00
L	LABOR	1.00	112.50	*	112.50

CITY OF MORENO VALLEY  
 SPECIAL DISTRICT # 5  
 2013 FEB 19 PM 1:49

SUB-TOTAL	SALES TAX	FREIGHT	TOTAL
162.50	4.00*		166.50



# CERTIFICATE OF LIABILITY INSURANCE

ERBLO-2 OP ID: SG

DATE (MM/DD/YYYY)  
02/28/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 200 San Bernardino, CA 92408 Chuck Shanklin, CIC	909-886-9861	CONTACT NAME: Kennail Goad	
	909-886-2013	PHONE (A/C, No, Ext): 909-474-8770	FAX (A/C, No): 909-886-2013
INSURED E R Block Plumbing 10910 Hole Avenue Riverside, CA 92505		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Golden Eagle Insurance Corp	NAIC # 10836
		INSURER B: Preferred Employers Insurance	10900
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CBP8429805	03/01/13	03/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000					PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY	X	BA8830628	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WKN10325513	09/01/12	09/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Section Special Form R/C		CBP8429805	03/01/13	03/01/14	See below if applies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All Plumbing operations pertaining to named insured for certholder, the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley are add'l insd as respects gen'l liab per GECC602 09/04; add'l insd as respects auto liab per GECA701 01/07.

**Approved**

8MB  
By

3-28-13  
Date

CERTIFICATE HOLDER	CANCELLATION
CIMOR02	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Moreno Valley Public Works Dept Spec Districts Admin P O Box 1440 Moreno Valley, CA 92338	AUTHORIZED REPRESENTATIVE <i>Chuck Shanklin</i>

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ACORD 25 (2010/05)

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**COMMERCIAL LIABILITY GOLD ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I - COVERAGES**

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**2. Exclusions**

Item 2.g. 2) is replaced with the following:

2.g. 2) A watercraft you do not own that is:

- a) less than 50 feet long; and
- b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

**SECTION I - COVERAGES**

**COVERAGE C. MEDICAL PAYMENTS**

*If Medical Payments Coverage is provided under this policy, the following is changed:*

**3. Limits**

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

*The following is added:*

**COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES**

**Insuring Agreement**

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

*Item b. and d. are replaced with:*

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II - WHO IS AN INSURED

*Item 4. is replaced with:*

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
- a) you have the responsibility of placing insurance for such entity; and
  - b) coverage for the entity is not otherwise more specifically provided, and
  - c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

## SECTION III - LIMITS OF INSURANCE

*Paragraph 2 is amended to include:*

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

*Paragraph 6 is replaced with the following:*

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

- a. \$500,000 or
- b. The amount shown in the Declarations.

## SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

*Item 2.a. is replaced with:*

### 2. Duties in the Event of Occurrence, Offense, claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
  - 1) How, when and where the "occurrence" or offense took place;
  - 2) The names and addresses of any injured persons and witnesses; and
  - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

*Item 4.b. 1) b) is replaced with:*

### b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

*Item 6. is amended to include:*

### 6. Representations

- 2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

*Item 8 is replaced with:*



8. **Transfer of Rights of Recovery Against Others To Us**
- If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
  - If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. **Cancellation Condition**

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. **Liberalization**

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

**SECTION V - DEFINITIONS**

The following definitions are added or changed:

9. **"Insured contract"**

- Is changed to:
- A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

**A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT**

- Paragraph 2. under SECTION II - WHO IS AN INSURED is amended to include as an Insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
  - Your ongoing operations performed for that person or organization; or
  - Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

- This endorsement provision A. does not apply:
  - Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
  - To "bodily injury" or "property damage" occurring after:
    - All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities.
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
- e. To any person or organization included as an insured under provision B. of this endorsement.
- f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

**B. ADDITIONAL INSURED - VENDORS**

Paragraph 2. under SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
  - b. Any express warranty unauthorized by you.
  - c. Any physical or chemical change in the product made intentionally by the vendor.
  - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
  - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**FIRST AMENDMENT TO  
INDEPENDENT CONTRACTOR AGREEMENT  
BACKFLOW TESTING SERVICES**

**PROJECT & RFP NO. BDEMS/10**

This First Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "City," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, the backflow devices for NPDES are located in Tracts within the boundaries of Zones D, E, M, and S, which require testing and maintenance services as outlined in the Agreement; and,

WHEREAS, the estimated cost of providing those services for the 2012/13 fiscal year are listed on Exhibit "A" of this First Amendment; and,

WHEREAS, the original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted extensions to the Agreement; and,

WHEREAS it is desirable to increase the NTE amount of the Extension Agreement dated July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013, from \$34,240 (\$4,240.00 for base and \$30,000.00 for additional work) to \$63,680.10 (\$4,240.00 for base and \$59,440.10 for

**FIRST AMENDMENT TO AGREEMENT  
FOR INDEPENDENT CONTRACTOR AGREEMENT  
BACKFLOW TESTING SERVICES  
PROJECT & RFP NO. BDEMS/10**

additional work), for which the added cost of \$29,440.10 in the additional work is to accommodate the necessary labor and materials costs associated with the added additional services associated with the replacement of backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required, the copies of which are attached as Exhibit "B" to this Amendment, and incorporated herein by this reference.

**SECTION 1. AMENDMENT to the AGREEMENT:**

1.1 The Agreement is hereby amended by revising the Bid Schedule, Exhibit E, Schedule II, page 57, which are combined within Zones D, E, M and S to distinguish NPDES areas as a separate line item, which is more specifically identified on Exhibit "A".

**SECTION 2. AMENDMENT to the EXTENSION AGREEMENT**

2.1 Amend the Additional Work Amount of the Extension Agreement, Section 4, from the NTE amount of \$30,000.00 to \$59,440.10 to accommodate the labor and material costs to replace necessary irrigation equipment, as more specifically described on Exhibit "B" attached hereto this First Amendment.

**SECTION 3. AGREEMENT**

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

**SIGNATURE PAGE TO FOLLOW**

**FIRST AMENDMENT TO AGREEMENT  
FOR INDEPENDENT CONTRACTOR AGREEMENT  
BACKFLOW TESTING SERVICES  
PROJECT & RFP NO. BDEMS/10**

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

Moreno Valley Community Services District  
 By: Michelle Dawson  
 Title: City Manager, acting in the capacity of  
 District Manager to the Board of Directors  
 of the Moreno Valley Community Services  
 District  
 Date: 2/19/13

Contractor  
 By: [Signature]  
 Title: (President or Vice President)  
 Date: 2-6-13

**INTERNAL USE ONLY**

ATTEST:

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

APPROVED AS TO LEGAL FORM:

[Signature]  
 City Attorney

2-14-13  
 Date

RECOMMENDED FOR APPROVAL:

[Signature]  
 Department Head

2/19/13  
 Date

By: \_\_\_\_\_  
 Title: Corporate Secretary or Assistant  
 Secretary  
 (If applicable)  
 Date: \_\_\_\_\_

Affix Corporate Seal Below  
 (If applicable)

FY 2012/13  
 Estimated Backflow Service Costs

Testing (6261)				Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	\$ 20.00	120	\$ 2,400.00	\$ -	\$ 4,600.00	\$ 4,000.00	\$ 8,600.00	\$ 11,000.00
M	\$ 20.00	26	\$ 520.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,720.00
S	\$ 20.00	4	\$ 80.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,780.00
E-1	\$ 20.00	14	\$ 280.00	\$ -	\$ 300.00	\$ 1,600.00	\$ 1,900.00	\$ 2,180.00
E-1A	\$ 20.00	2	\$ 40.00	\$ -	\$ 1,200.00	\$ 900.00	\$ 2,100.00	\$ 2,140.00
E-2	\$ 20.00	24	\$ 480.00	\$ -	\$ 900.00	\$ 1,600.00	\$ 2,500.00	\$ 2,980.00
E-3	\$ 20.00	7	\$ 140.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,340.00
E-3A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-7	\$ 20.00	3	\$ 60.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,760.00
E-8	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-12	\$ 20.00	2	\$ 40.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,140.00
E-14	\$ 20.00	3	\$ 60.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,160.00
E-15	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-16	\$ 20.00	5	\$ 100.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,200.00
NPDES	\$ 20.00	25	\$ -	\$ 500.00	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,600.00
			\$ 4,240.00	\$ 500.00	\$ 11,800.00	\$ 17,700.00	\$ 29,500.00	\$ 34,240.00

Zone	Added Additional Services			
	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 710.64	\$ 1,160.64	
20715	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
24721	\$ 450.00	\$ 993.60	\$ 1,443.60	
30027	\$ 225.00	\$ 642.60	\$ 867.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
31269	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
31284	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
32625	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 15,467.04
E-3	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 1,443.60
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 7,218.00
M	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
	\$ 450.00	\$ 710.64	\$ 1,160.64	\$ 3,064.32
NPDES	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 357.50	\$ 729.00	\$ 1,086.50	\$ 2,247.14
				\$ 29,440.10
				\$ 63,680.10

\* Includes tax on material parts

**EXHIBIT B**  
**BEHIND THIS PAGE**

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # *515*

Proposal submitted to: <i>CITY OF MV.</i>	Date: <i>1-31-13</i>
Address	Phone:
City, State, Zip Code:	
Job Location: <i>ON EUCALIPTUS INLINE BACK D TR. 16769</i>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,  
for the sum of: \_\_\_\_\_

- Re: Estimate to *REPLACE stolen BACKFLOW*
- 1) *Remove Dirt From around PIPES*  
*SUPPLY AND INSTALL*  
*1/2" WILKINS BTSL AND CABLE LOCK SYSTEM*
  - 2) Test and certify device.
  - 3) Forward all documentation to the Water Department.

*PARTS 1,396.<sup>00</sup>*  
*LABOR 450.<sup>00</sup>*  
*TAX 107.68*

Total cost of job-parts and labor: *1,903.68*

Authorized Signature *DR*  
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



# Proposal

E. R. BLOCK PLUMBING, INC.  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 58

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>O.N. KRAMERIA ON LEFT SIDE FROM OLIN TR. 20404</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

Re: Estimate to replace STOLEN BACKFLOW

- 1) 1
- 2) Supply and install  
1 inch

WILKINS 375

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

PARTS 650.-  
LABOR 450.-  
TAX 52.64

Total cost of job-parts and labor: 1,160.64

Authorized Signature

David Ross  
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

## ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 10

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON KRAMERIA AT SADDLE BROOK LN Tr. 20715</u> D	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

Re: Estimate to replace STOLEN BACKFLOW

- 1) REMOVE CONCRETE FROM AROUND PIPES
- 2) Supply and install

DINCH  
WILKINS  
375XL

PARTS 4156.00

LABOR 450.00

TAX 92.48

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 4,698.48

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



David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # *519*

Proposal submitted to: <i>City of MV</i>	Date: <i>1-31-13</i>
Address	Phone:
City, State, Zip Code:	
Job Location: <i>FIR / Morrison P Tr. 22276</i>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,  
for the sum of: \_\_\_\_\_

- Re: Estimate to *REPLACE STOLON BACKFLOW*
- 1) *REMOVE CONCRETE FROM AROUND PIPES*  
*INSTALL*  
*2 in W. LEAKS 375XL*
  - 2) Test and certify device.
  - 3) Forward all documentation to the Water Department.

*PARTS 1,346.<sup>00</sup>*  
*LABOR 450.<sup>00</sup>*  
*TAX 107.68*

Total cost of job-parts and labor: *1,903.68*

Authorized Signature *David Ross*  
David Ross  
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Proposal

E. R. BLOCK PLUMBING, INC.  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 513

Proposal submitted to: <u>CITY OF M.V</u>	Date: <u>1-15-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON EUCALIPTUS OFF REDLANDS BLVD TR. 24721 0</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,  
for the sum of: \_\_\_\_\_

- Re: Estimate to REPLACE STOLEN BACKFLOW  
1) REMOVE CONCRETE FROM AROUND PIPES  
INSTALL  
1/2 WILKINS 375XL  
2) Test and certify device.  
3) Forward all documentation to the Water Department.

PARTS 920.<sup>00</sup>  
LABOR 450.<sup>00</sup>  
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature



David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

## ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 514

Proposal submitted to: <u>CITY OF M-V</u>	Date: <u>1-15-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON Cottonwood At BLANK PASS D. Tr 30027</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

- Re: Estimate to REPLACE STOLEN BACKFLOW
- 1) Supply and install 2.2 Wilkins 375XL
  - 2) Test and certify device.
  - 3) Forward all documentation to the Water Department.

PARTS 595.<sup>00</sup>  
LABOR 225.<sup>00</sup>  
TAX 47.60

Total cost of job-parts and labor: 867.60

Authorized Signature   
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL** - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # **56**

Proposal submitted to: <b>CITY OF M.V.</b>	Date: <b>1-9-13</b>
Address	Phone:
City, State, Zip Code:	
Job Location: <b>ON KRAMERIA ST AT WIND BREAK Tr. 30967</b>	<b>D</b>

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

Re: Estimate to replace **STOLEN BACKFLOW**

- 1) **Remove Concrete Around PIPES**
- 2) Supply and install

**1 1/2**

**WILKINS 375XL**

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

**PARTS 920.--**  
**LABOR 450.--**  
**TAX 73.60**

Total cost of job-parts and labor: **1,443.60**

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

**David Ross**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL** -

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 59

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON WILMONT ON RIGHT SIDE FROM COTTONWOOD Tr. 31269 D</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

- Re: Estimate to replace STOLEN BACKFLOW
- 1) REMOVE CONCRET FROM AROUND PIPES
  - 2) SUPPLY AND INSTALL  
2. INCH  
WILKINS 375 XL
  - 3) Restore water service.
  - 4) Test and certify device.
  - 5) Forward all documentation to the Water Department.

PARTS 1,156.00  
LABOR 450.00  
TAX 42.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature David Ross  
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # **5 11**

Proposal submitted to: <b>CITY OF M.V.</b>	Date: <b>1-9-13</b>
Address	Phone:
City, State, Zip Code:	
Job Location: <b>ON Cotton Wood AT Runicy Tr. 31284 D</b>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,  
for the sum of: \_\_\_\_\_

Re: Estimate to replace **STOLEN BACKFLOW**

- 1) **Remove Dirt From Around Pipes**
- 2) Supply and install

**2IN WILKINS 375XL  
AND CABLE LOCK SYSTEM**

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

**PARTS 1,346.00**

**LABOR 450.00**

**TAX 107.68**

**Total cost of job-parts and labor: 1,903.68**

Authorized Signature   
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 512

Proposal submitted to: <u>CITY OF MV.</u>	Date: <u>1-15-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON REDLANDS BLVD JUST PAST COTTONWOOD. DTR. 32625</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

- Re: Estimate to REPLACE STOLEN BACKFLOW
- REMOVE CONCRETE FROM AROUND PIPES  
INSTALL WILKINS  
1/2 375XL
  - Test and certify device.
  - Forward all documentation to the Water Department.

PARTS 920.00  
LABOR 450.00  
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature   
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Proposal

E. R. BLOCK PLUMBING, INC.  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 57

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KITCHING ON LEFT SIDE FROM KRAMERIA E-3	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

Re: Estimate to replace STOLEN BACKFLOW

- 1) Remove Concrete From Around pipes
- 2) Supply and install

1 1/2

WILKINS 375XL

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

PARTS 920.  
LABOR 450.  
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature



David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

## ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 53

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON MORRISON AT BAY ST E-14</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,  
for the sum of: \_\_\_\_\_

- Re: Estimate to replace STOLEN BACKFLOW
- 1) Remove CONCRETE FROM AROUND PIPES
  - 2) Supply and install

PARTS 920.00  
LABOR 450.00  
TAX 73.60

1 1/2

WILKINS 375XL

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross  
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# **55**

Proposal submitted to: <b>CITY OF M.V.</b>	Date: <b>1-9-13</b>
Address	Phone:
City, State, Zip Code:	
Job Location: <b>ON Cottonwood ON RIGHT SIDE FROM MORRISON</b>	

E-14

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

- Re: Estimate to replace **STOLEN BACKFLOW**
- 1) **REMOVE CONCRET FROM AROUND PIPES**
  - 2) Supply and install  
**1 1/2**  
**WILKINS 375XL**
  - 3) Restore water service.
  - 4) Test and certify device.
  - 5) Forward all documentation to the Water Department.

**PARTS 920.00**  
**LABOR 450.00**  
**TAX 73.60**

**Total cost of job-parts and labor: 1,443.60**

Authorized Signature   
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 54

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON MORRISON ON LEFT SIDE FROM COTTONWOOD</u>	

E-14

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

Re: Estimate to replace STOLEN BACKFLOW

- 1) Remove CONCRET FROM AROUND PIPES
- 2) Supply and install

1 1/2

WILKINS 375XL

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

PARTS 920.00  
 LABOR 450.00  
 TAX 73.60

Total cost of job-parts and labor: 1,443.60

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

David Ross

David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 52

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON MORRISON <sup>ON</sup> LEFT SIDE FROM ALESSANDRO E-14</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

Re: Estimate to replace STOLEN BACKFLOW

- 1) REMOVE CONCRET FROM AROUND PIPES
- 2) Supply and install

1 1/2  
WILKINS 375XL

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

PARTS 920.00  
LABOR 450.00  
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature

David Ross

David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # **51**

Proposal submitted to: <b>CITY OF M.V.</b>	Date: <b>1-9-13</b>
Address	Phone:
City, State, Zip Code:	
Job Location: <b>MORRISON ON RIGHT SIDE FROM ALESSANDRO E-14</b>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

- Re: Estimate to replace **STOLEN BACKFLOW**
- 1) **REMOVE CONCRET FROM AROUND CUT PIPES**
  - 2) Supply and install  
**1 1/2 WILKINS 375XL**
  - 3) Restore water service.
  - 4) Test and certify device.
  - 5) Forward all documentation to the Water Department.

PARTS	920.00
LABOR	450.00
TAX	73.60

Total cost of job-parts and labor: **1,443.60**

Authorized Signature **David Ross**  
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Proposal

E. R. BLOCK PLUMBING, INC.  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 516

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-31-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>PERNIS BLVD / RED MAPLE. ZONE M</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,  
for the sum of: \_\_\_\_\_

- Re: Estimate to: REPLACE STOLEN BACKFLOW  
1) REMOVE CONCRETE FLOOR AROUND PIPES  
INSTALL  
2 INCH WILCOX 375XL  
2) Test and certify device.  
3) Forward all documentation to the Water Department.

PARTS 1,346.00  
LABOR 450.00  
TAX 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross  
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

## ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



# Proposal

E. R. BLOCK PLUMBING, INC.  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 517

Proposal submitted to: <u>CITY OF M-L</u>	Date: <u>1-21-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>EUCALIS / NORTH OF DENNIS BLVD Zone M</u>	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,  
for the sum of: \_\_\_\_\_

Re: Estimate to REPLACE Stolen BACKFLOW  
1) suppress concrete from pipes  
1 inch  
WILLIAMS 375XL

PARTS 658.<sup>00</sup>  
LABOR 450.<sup>00</sup>  
TAX 52.64

- 2) Test and certify device.
- 3) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,160.64

Authorized Signature David Ross  
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

## ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Proposal**

**E. R. BLOCK PLUMBING, INC.**  
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # **518**

Proposal submitted to: <b>CITY OF M.V</b>	Date: <b>1-31-13</b>
Address	Phone:
City, State, Zip Code:	
Job Location: <b>NASON / DELPHIUM WQB MPDES</b>	

TR. 31128

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: \_\_\_\_\_

Re: Estimate to **REPLACE STOLEN BACKFLOW**

- 1) **REMOVE CONCRETE FROM AROUND PIPES**  
**INSTALL**  
**1 INCH WILKINS 375XL**

- 2) Test and certify device.
- 3) Forward all documentation to the Water Department.

**PARTS 658.00**

**LABOR 450.00**

**TAX 52.64**

Total cost of job-parts and labor: **6,160.64**

Authorized Signature   
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Proposal

E. R. BLOCK PLUMBING, INC.  
PHONE (951) 687-4011 FAX (951) 687-0801

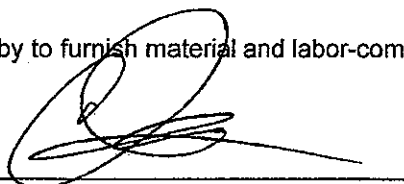
10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505  
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #2719

Proposal submitted to: CITY OF MORENO VALLEY ATT: ROBERT	Date: 12-17-12
Address:	Phone: 202-4956
City, State, Zip Code	
Job location:	

**We Propose** hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature



Chris Katehis

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO INSTALL NEW 2 INCH WILKINS 375XL BACKFLOW WITH COPPER RISERS.

MATERIALS	\$ 675.00
TAX	\$ 54.00
LABOR	\$ 357.50
<b>TOTAL</b>	<b>\$ 1086.50</b>

## ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

ERBLO-2 OP ID: KG

DATE (MM/DD/YYYY)  
08/28/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 280 San Bernardino, CA 92408 Chuck Shanklin, CIC	909-886-9861	CONTACT NAME: Kennell Goad	
	909-886-2013	PHONE (A/C, No., EXT): 909-474-8770	FAX (A/C, No.): 909-886-2013
INSURED E.R. Block Plumbing 10910 Holo Avenue Riverside, CA 92505	INSURER A: Golden Eagle Insurance Corp		NAIC # 10836
	INSURER B: Preferred Employers Insurance		10900
	INSURER C:		
	INSURER D: WORK COMP RENEWALS ONLY		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC	X	CBP8429805	03/01/12	09/01/13	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (E.g. occurrence) \$ 100,000 ✓ MED EXP (Any one person) \$ 5,000 ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COM/PROP AGG \$ 2,000,000 ✓ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	BA8830628	03/01/12	03/01/13	COMBINED SINGLE LIMIT (E.g. accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory to F/R) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WKN10325513	09/01/12	09/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER PER EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - SA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓
A	Property Section Special Form R/C		CBP8429805	03/01/12	03/01/13	See below if applies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks, separate, if more space is required)  
 Job: Project #EDE-000/02;  
 City of Moreno Valley, Moreno Valley Community Services District, and Redevelopment Agency of Moreno Valley are add'l insd per GRC602 09/04; add insd as respects auto liab per GECA701 01/07.

Approved

By *[Signature]* Date 9/5/12

CERTIFICATE HOLDER	CANCELLATION
MOREN06	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Moreno Valley Dept of Bldg & Safety Stewart Sheldon P O Box 88005 Moreno Valley, CA 92552-0805	AUTHORIZED REPRESENTATIVE <i>Chuck Shanklin</i>

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ACORD 25 (2010/05)

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Moreno Valley Community Services District  
R.F.P. # BDEMS/10  
BACKFLOW TESTING SERVICES

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement, effective as of the day signed by the Special Districts Division Manager 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: E.R. Block Plumbing, Inc.

Address: 10910 Hole Ave.

City: Riverside

Business Phone: 951-687-4011 Fax: 951-687-0801

Other Contact Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Business License Number: 00896

Federal Tax I.D. Number: 95-3138160

Contractors' License Number & Classification: 675567, C-36

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The District's responsibility, other than payment, is 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 Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. 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 not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or

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 submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, 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 specifications and performance standards provided for in Exhibit "A," 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 any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the 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 Agreement, 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 Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), 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 Agreement. Acceptance of this Agreement 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 its officers, agents and employees harmless from any and

all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and 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 Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, 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, sub-Contractor, 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 Agreement 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, RDA, 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 Agreement.

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 Risk Manager prior to the execution of this Agreement. 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 Community Redevelopment Agency of the City of Moreno Valley, 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 Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, 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 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 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 Agreement, 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 Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The 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 Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.



J. Termination.

- a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
- b. The District may terminate this Agreement 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 Agreement 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 Contractors time and materials charges under the Agreement. 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 Agreement.
- 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 Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- N. 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: E.R. Block Plumbing, Inc.  
10910 Hole Ave.  
Riverside, Ca, 92505  
951-687-4011  
[Telephone number]  
951-687-0801  
[Fax number]

With a copy to:

\_\_\_\_\_  
[Attorney for Contractor, if applicable]  
\_\_\_\_\_  
[Street Address]  
\_\_\_\_\_  
[Post Office Box, if applicable]  
\_\_\_\_\_  
[City, State, Zip Code]  
\_\_\_\_\_  
[Telephone number]  
( ) \_\_\_\_\_  
\_\_\_\_\_  
[Fax number]  
( ) \_\_\_\_\_

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Daniel Monto  
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

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

Moreno Valley Community Services District

By: [Signature]  
Special Districts Division Manager

Contractor

By: Stacy Raw

Title: Vice Pres

Date: 4-14-10

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

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

Date: \_\_\_\_\_

Date: 6-3-10

**INTERNAL USE ONLY**

ATTEST:

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

APPROVED AS TO LEGAL FORM:

[Signature]  
\_\_\_\_\_  
City Attorney

5-13-10  
\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

Attachments

Project No. BDEMS/10  
R.F.P. # BDEMS/10  
EXHIBIT A

1. SCOPE OF WORK

- a. The work to be performed under this Agreement shall include the furnishing of all labor, material, and equipment necessary for the provision of backflow testing services, repairs, and replacements within the boundaries of the various zones of the District as determined in the resolutions of the City Council 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, Exhibit A.
- b. The Contractor shall have the duty to perform backflow testing, repairs, and replacements in the areas designated hereunder.
- c. All work shall be performed in accordance with usual and customary backflow testing, and repair practices. Contractor shall at all times maintain the District's backflow prevention devices in a condition that satisfies all applicable statutory requirements. The 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) to be serviced under this Agreement. The Contractor shall not be relieved of his or her liability under this Agreement, 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 Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

- a. The District will forward Zone D, E and M annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.
- b. Upon receipt of test report forms via U.S. Mail or upon FAX notification by the District, whichever occurs first, the Contractor shall conduct backflow assembly test(s), including any maintenance, adjustments, repairs, etc. needed to enable the assembly to pass the test. Such maintenance and/or testing shall be completed, and properly completed test reports

submitted to Eastern Municipal Water District on or before the due date set forth in the *Notice of Periodic Testing for Backflow Prevention Assembly*. Tests of Zones D, E and M backflow assemblies shall be conducted exclusive of any other tests Contractor may perform on behalf of the City or District.

- c. Contractor shall return properly completed test reports to:
1. The original test report (white) shall be forwarded to Eastern Municipal Water District, Attn: Backflow Dept., P. O. Box 8300, Perris, CA 92572-8300 by the completion date set forth on the test report(s).
  2. A legible photocopy of the completed Test Report shall be Administration, P. O. Box 88005, Moreno Valley, CA 92552-0805.

The Contractor shall contact EMWD directly with any requests for test due date extension and/or variance, with a copy provided to the District.

### 3. FUNCTIONS AND RESPONSIBILITIES

- a. The Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations performance, and/or schedule such future work as may be ordered by the Director.
- b. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 4., paragraph n. 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, two-way radio, pager, or car 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 a payment deduction, per Exhibit C., Section 2.

- c. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved 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 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	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date 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, contractor shall submit a proposed make-up day for the Director's approval.

- d. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to 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 Agreement. 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.

- e. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. 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, two-way radio, pager, or car 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 facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
- |                          |  |
|--------------------------|--|
| 1. City Manager          | 5. Special Districts Division Manager  |
| 2. Public Works Director | 6. Landscape Districts Program Manager |
| 3. Police Department     | 7. Senior Landscape Services Inspector |
| 4. Fire Department       | 8. Landscape Services Inspector        |
|                          | 9. Street Maint. Supervisor            |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

- a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. 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.
- b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- 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 interest 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 proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

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. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs



workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. 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) 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., paragraph a.
- 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. above.
- c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the 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, 2003 (or most current) 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 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 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 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) 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 of the General Provisions may result in contract termination, per Agreement, Section J.

8. 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.

9. 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 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. Throughout the period of work on 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 \$25.00 per calendar day (or portion thereof) for each workman 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. 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.

14. CONTRACTOR'S LIABILITY

- a. 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.
- b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

15. 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, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # BDEMS/10  
TECHNICAL PROVISIONS – BACKFLOW TESTING

1. GENERAL

- a. During the entire term of the agreement, Contractor and subcontractors, if any, shall hold a valid Backflow Prevention Device Tester Certification No. with the County of Riverside Department of Health Services Agency.
- b. Contractor will perform annual tests and other periodic tests of the District's Zone D, E, M AND S landscape backflow assemblies as requested and/or required by applicable Federal, State, and local agency laws and regulations.
- c. Contractor will perform such backflow assembly maintenance, repairs, replacements, etc. as may be necessary to comply with applicable Federal, State, and local agency laws and regulations.
- d. All such backflow assembly tests, maintenance, repairs, etc., performed by the Contractor shall be subject to all requirements of Eastern Municipal Water District's Backflow And Cross-Connection Prevention Program (EMWD Ordinance No. 69).
- e. Contractor shall be liable for payment of any correction charges that might be levied by EMWD due to Contractor's non-compliance with EMWD Ordinance No. 69.
- f. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

2. SECURITY DEPOSIT

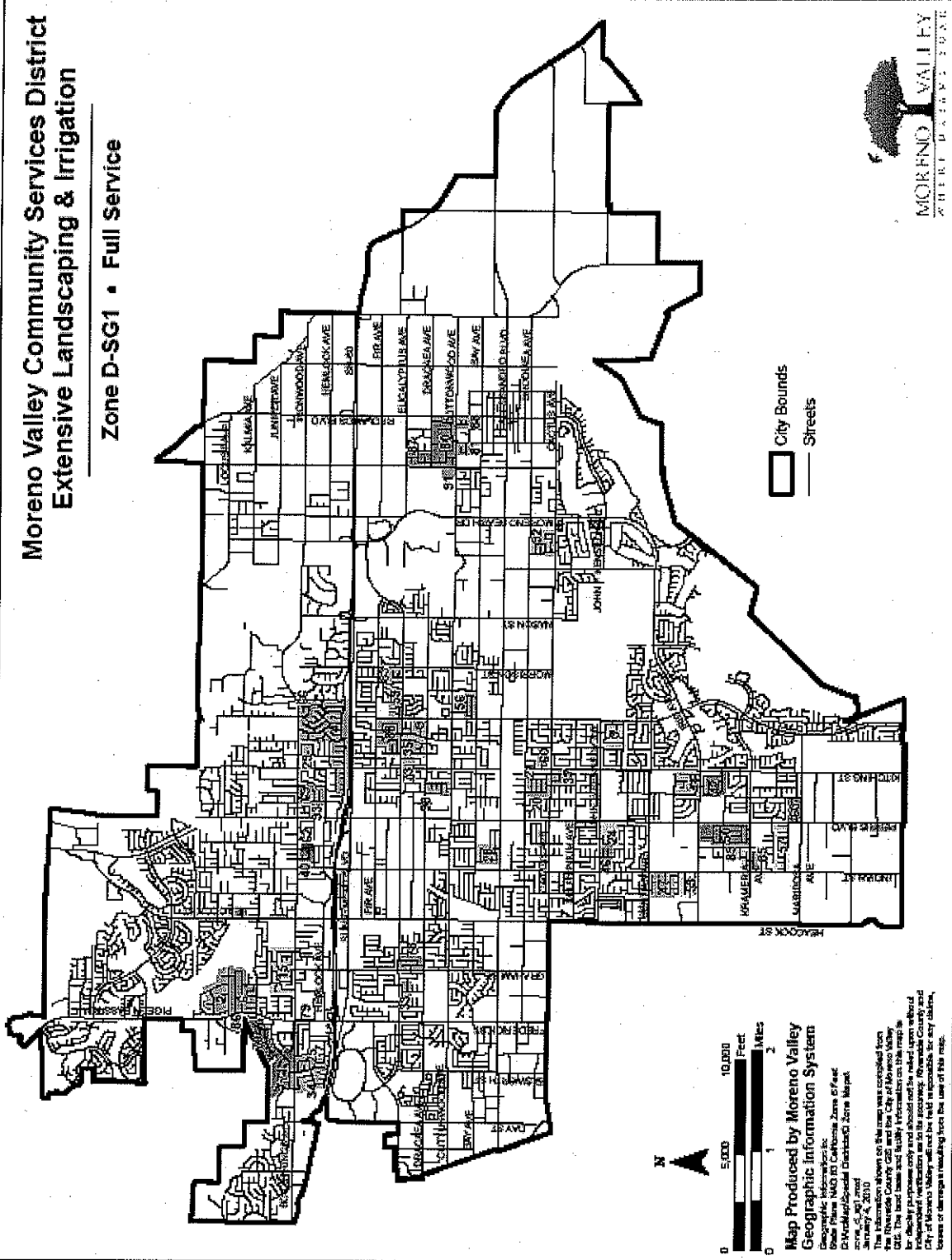
- a. Contractor shall post a five hundred dollar (\$500.00) cash deposit with the District following award of proposal as security against: 1) return of backflow assembly enclosure key(s), and 2) payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with EMWD Ordinance No. 69.
- b. Contractor's cash deposit, or any balance thereof, shall be returned to Contractor upon termination of the agreement.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

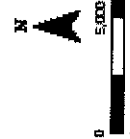


**Moreno Valley Community Services District  
Extensive Landscaping & Irrigation**

**Zone D-SG1 • Full Service**



City Bounds  
Streets



**Map Produced by Moreno Valley  
Geographic Information System**  
Geographic Information System  
Scale: From NAD 83 California Zone 6 Feet  
© 2010 Moreno Valley Community Services District  
January 8, 2010  
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land ownership information on this map is for informational purposes only. The City of Moreno Valley and the Moreno Valley Community Services District are not responsible for any claims, losses or damages resulting from the use of this map.



**Moreno Valley Community Services District  
Extensive Landscaping & Irrigation**

**Zone D-SG1 • Full Service**

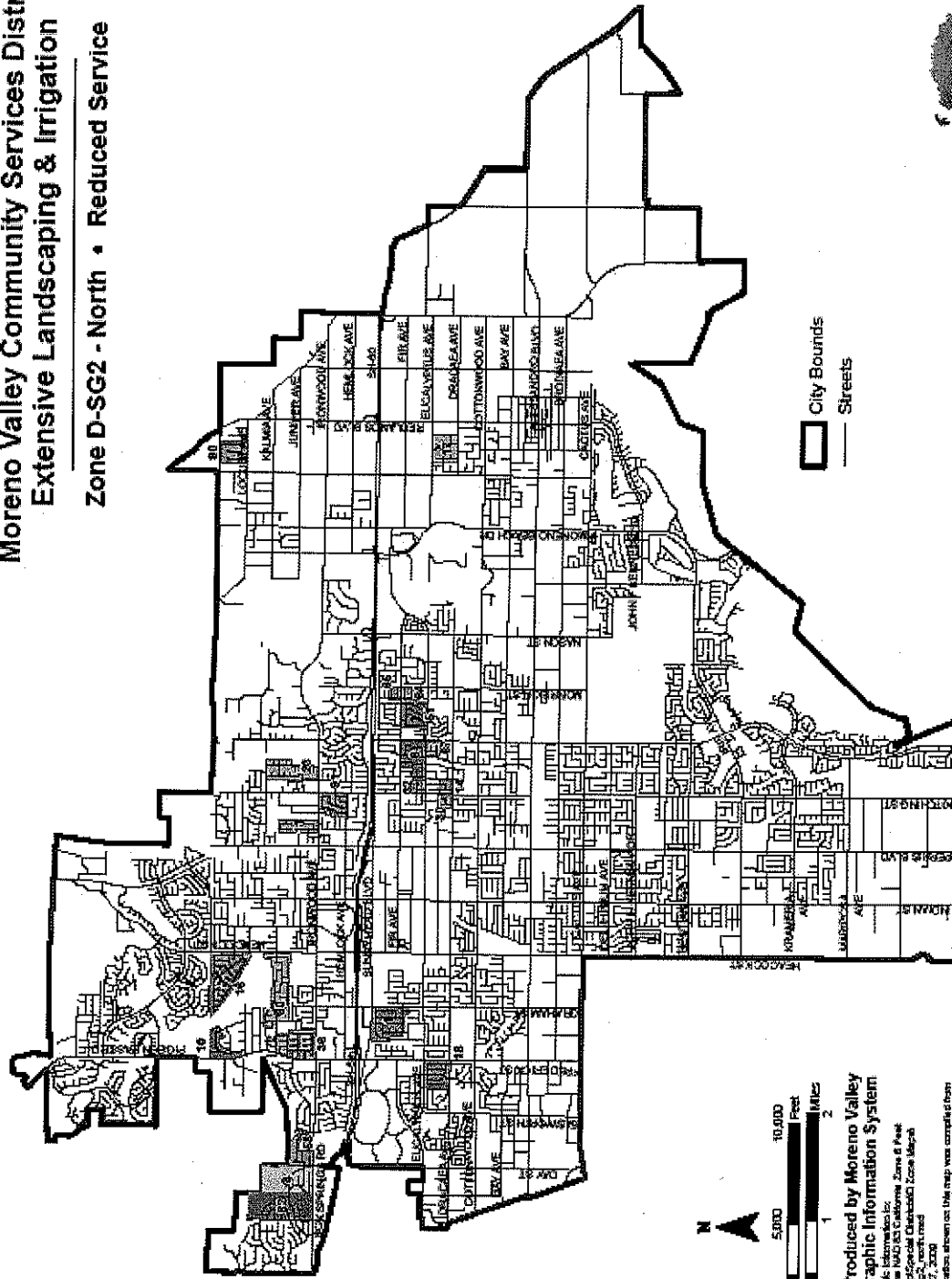
<u>Map ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
2	TR 12305	722
3	TR 12773	13,806
4	TR 12802	7,344
6	TR 14387	2,712
8	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,836
21	TR 19142	3,950
24	TR 19210	9,270
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19488	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,560
40	TR 19962	8,905
41	TR 19912	11,750
42	TR 19937	20,890
46	TR 20120	3,750
47	TR 20187	13,680
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20941	9,600
57	TR 21113	12,200
59	TR 21345	6,600
60	TR 21597	33,230
62	TR 21737	3,820
63	TR 21806	5,975
66	TR 22989	3,204
69	TR 28882	20,983
70	TR 28578	20,782
71	TR 21333	54,500
73	TR 22371	17,844
78	TR 10191/18488	10,871
79	TR 18880	20,281
80	TR 31289-1	43,723
81	TR 31288	7,058
83	TR 31591	18,445
85	TR 30887	18,013
86	TR 31257	26,886
87	TR 31424	8,750
88	TR 32925	17,826
89	TR 22889	16,438
90	TR 32018	11,308
91	TR 31289	7,450
92	TR 31129	12,395
93	TR 32715	12,715

**Total Area, Service Area: 633,757**

**Total Acreage, Service Area: 14.55**

Print Date: January 4, 2019  
File: C:\msd\mcs\mcs\_mjg\mcs

**Moreno Valley Community Services District  
 Extensive Landscaping & Irrigation  
 Zone D-SG2 - North • Reduced Service**



**Map Produced by Moreno Valley  
 Geographic Information System**  
 Geographic Information System  
 2700 E. Main Street  
 Moreno Valley, CA 92553  
 October 27, 2009

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 derived from the City of Moreno Valley GIS. The City of Moreno Valley will not be held responsible for any omissions or damages resulting from the use of this map.

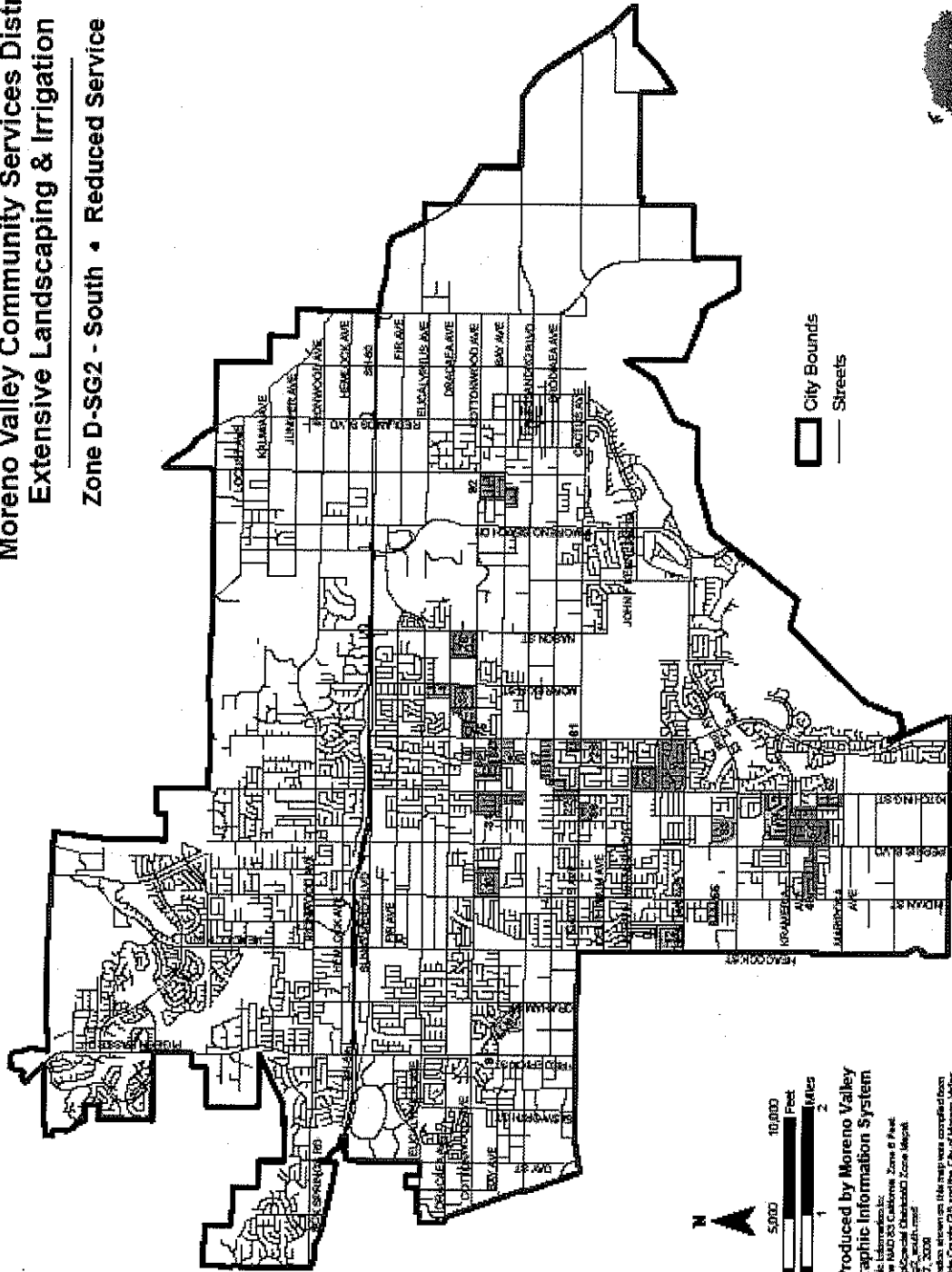
**Moreno Valley Community Services District  
 Extensive Landscaping & Irrigation**

**Zone D-SG2 - North - Reduced Service**

<u>MAP ID</u>	<u>Tract Number</u>	<u>Area ( Sq. Ft.)</u>
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18330	38,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
51	TR 21525	16,500
58	TR 21332	19,440
64	TR 22276	11,690
65	TR 22277	20,485
67	TR 23045	16,000
72	TR 22093	8,873
80	TR 19032	9,132
82	TR 20272	51,216
90	TR 17334	37,660
91	TR 18784/20906	30,432

**Total Area - Service Area D-SG2 - North: 493,635**  
**Total Acreage - Service Area D-SG2 - North: 11.3**

**Moreno Valley Community Services District  
 Extensive Landscaping & Irrigation  
 Zone D-SG2 - South • Reduced Service**



**Map Produced by Moreno Valley  
 Geographic Information System**  
 Geographic Information System  
 State Plane NAD 83 California Zone 6 Feet  
 General/Coastal Standard Zone Metric  
 October 27, 2008

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

**Moreno Valley Community Services District  
 Extensive Landscaping & Irrigation**

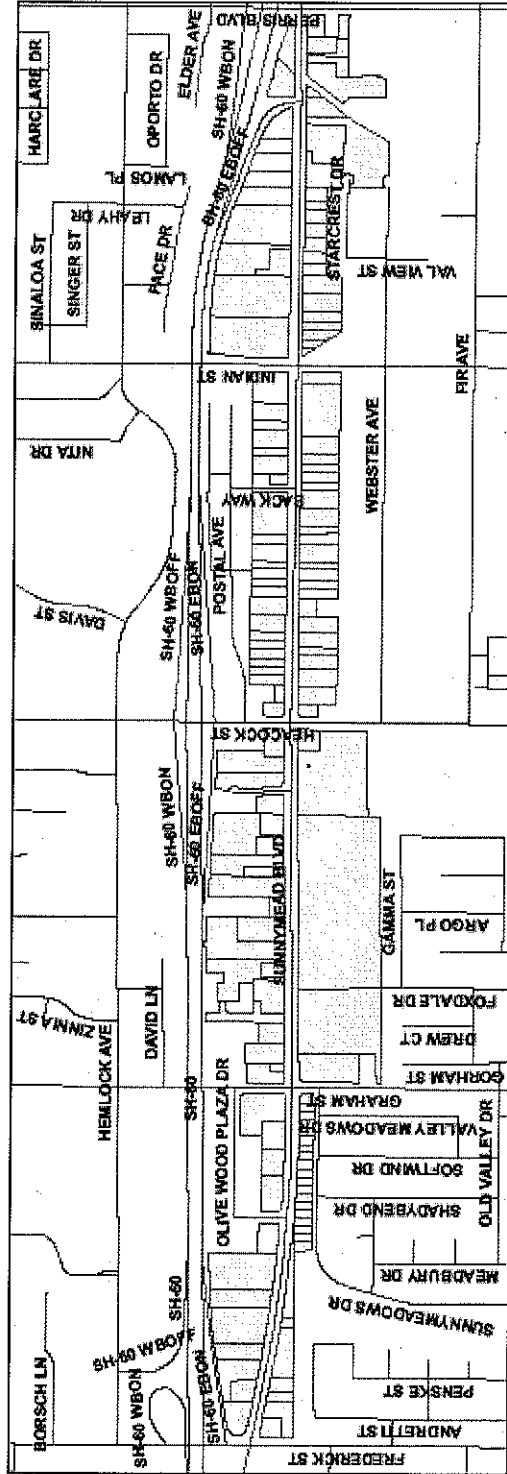
**Zone D-SG2 - South - Reduced Service**

<u>MAP ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
2	TR 15387	9,049
5	TR 17387	4,384
7	TR 19685	62,530
8	TR 19518/18372	12,534
9	TR 19957	6,910
12	TR 20652	19,458
13	TR 20632	14,076
22	TR 19143	4,864
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19609	18,328
39	TR 19632	28,800
49	TR 20301	7,200
52	TR 20660	11,912
54	TR 20659	33,630
55	TR 20659	2,100
61	TR 21616	23,526
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29638	6,243
83	TR 15433	24,161
84	TR 13695	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17667	13,778
92	TR 31284	28,321

**Total Area, Service Area D-SG2 - South: 497,698**  
**Total Acreage, Service Area D-SG2 - South: 11.2**

Print Date: October 27, 2008  
 Site: Municipal Ordinance\_3\_03\_08.doc

# CITY OF MORENO VALLEY COMMUNITY SERVICES DISTRICT PROPOSED ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) BOUNDARIES



February 10, 2006  
C:\AVP\SDA\Sunnymead Boundaries.mxd



## Moreno Valley Community Services District Extensive Landscaping & Irrigation

### Zone M • Medians - Monuments - Parkways

#### *Alessandro Boulevard Medians & Monuments*

1. Old Hwy 215 Monuments
  - 17,895 square feet (includes 5,477 sq.ft. turf)
  - 8 trees
  - 4 remote control valves - 1 controller
2. Old Hwy 215 to Friedrick Street
  - 60,423 square feet (includes 21,325 sq.ft. turf)
  - 75 trees
  - 32 remote control valves - 2 controllers
3. Friedrick Street to Heacock Street
  - 68,445 square feet (includes 34,565 sq.ft. turf)
  - 64 trees
  - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
  - 15,609 square feet
  - 4 trees
  - 4 remote control valves - 2 controllers
5. Fleming Auzar Dr to Kitching St
  - 17,470 square feet
  - 21 trees
  - 16 valves - 1 controller

#### *Perris Boulevard Medians*

6. South of Alessandro Boulevard
  - 471 square feet
  - 1 tree
  - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
  - 1,136 square feet
  - 3 trees
  - 3 remote control valves - 1 controller
8. North of Iris Ave
  - 2,200 square feet
  - 7 trees
  - 4 valves - 1 controller
9. North of Kramiers Avenue
  - 3,324 square feet
  - 5 trees
  - 3 valves - 1 controller
10. At San Michele Road
  - 5,335 square feet
  - 10 trees
  - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
  - 4,110 square feet
  - 6 trees
  - 1 controller
12. Perris Blvd (South of Globe St)
  - 4,950 square feet
  - 12 trees
  - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
  - 1,750 square feet
14. Perris Blvd (South of Iris Ave)
  - 5,958 square feet

#### *Elder Avenue Retention Basin Parkway*

15. South Side of Elder Avenue from Grenville Avenue to Brewer Drive
  - 7,471 square feet
  - 1 tree
  - 2 remote control valves - 1 controller

#### *Cactus Avenue Medians*

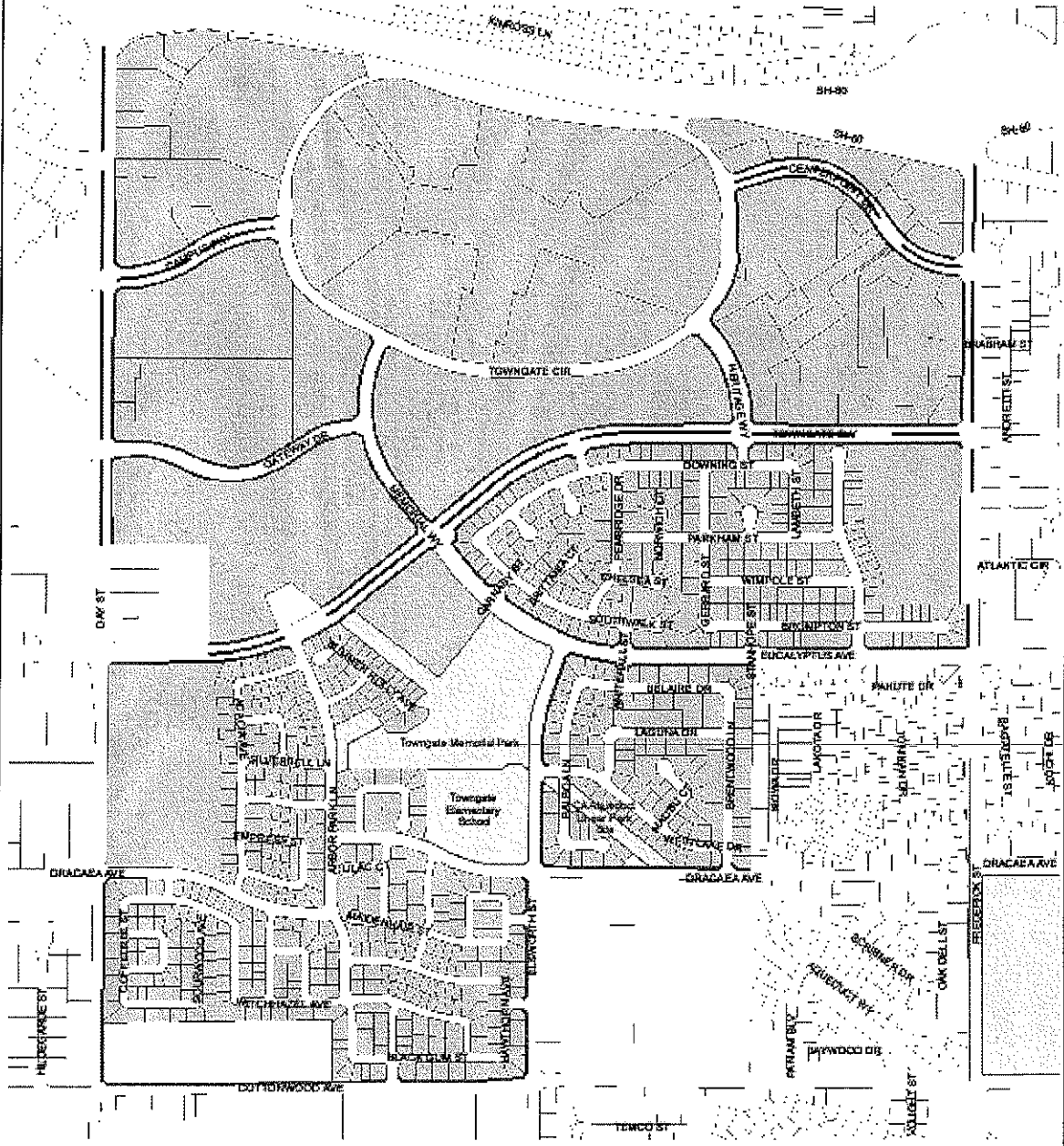
16. Cactus Ave. west of Elsworth
  - 2,500 square feet
  - 6 trees



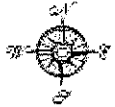


# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone E1



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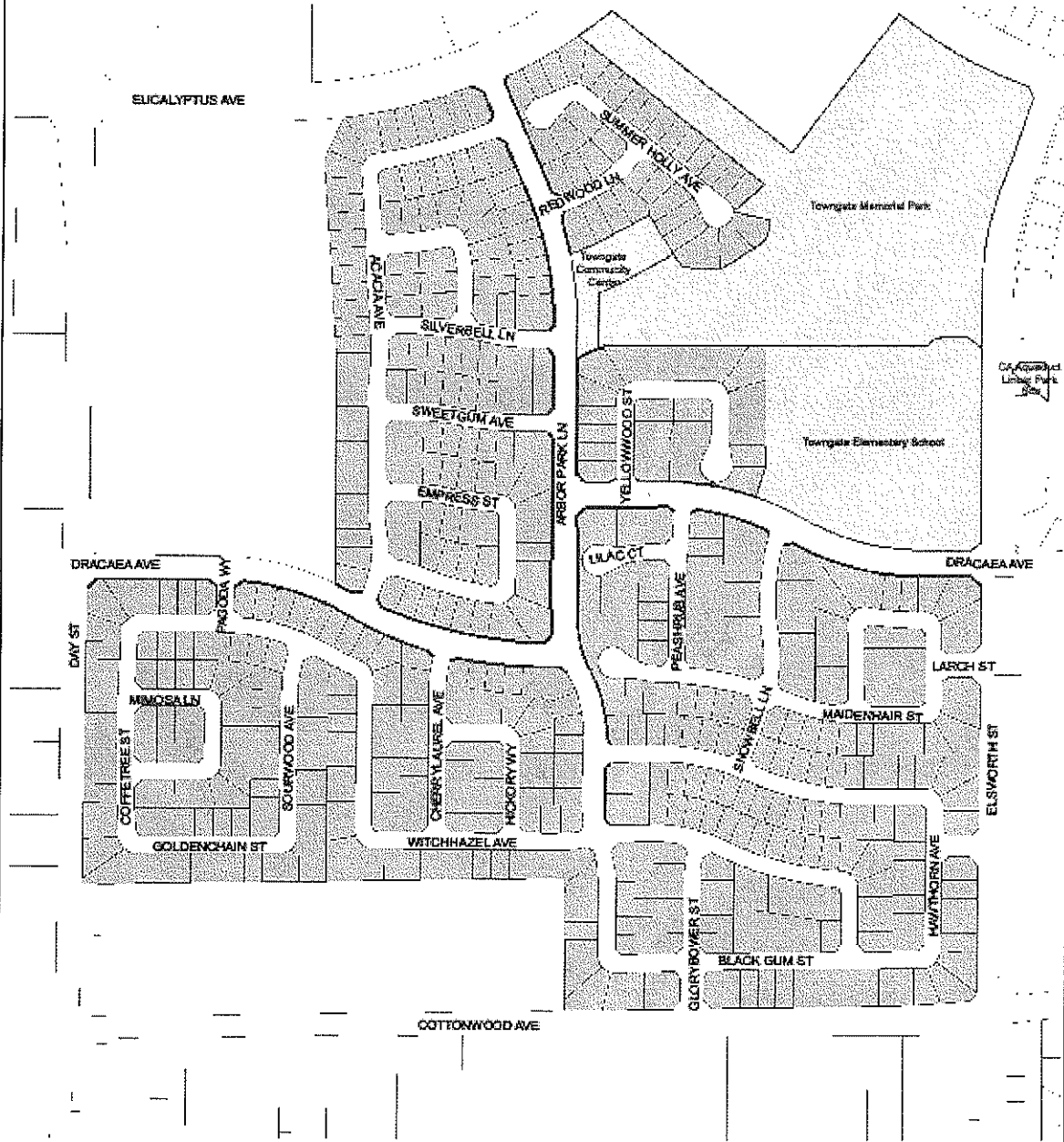
- Landscaped Parkway
- Landscaped Median
- Zone E1 Parcels

Map Created by Moreno Valley GIS  
Print Date: December 8, 2005  
File: G:\ArcMap\Special Districts\E1\_8.5x11.mxd

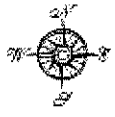


# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone E1A



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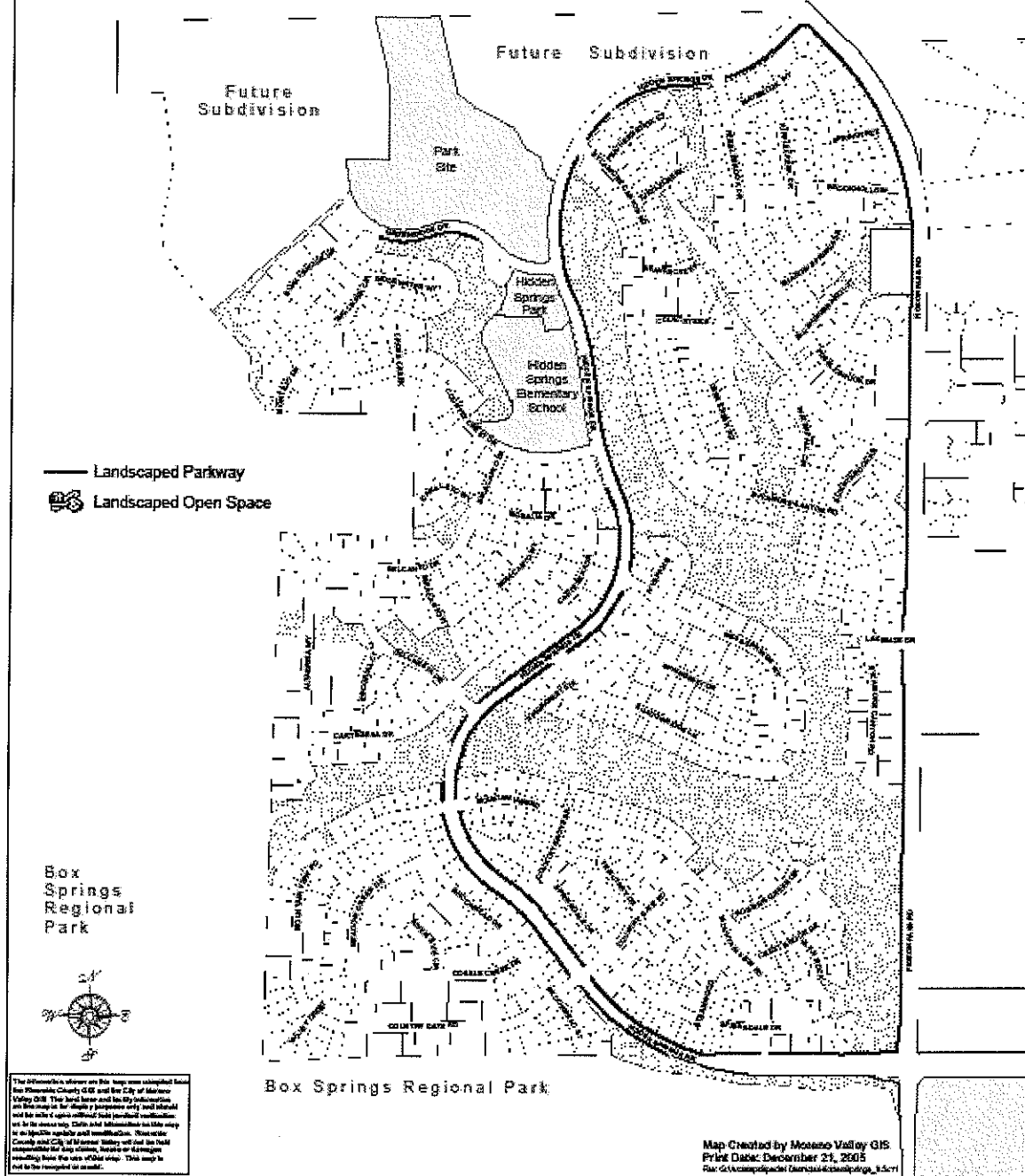
— Landscaped Parkway  
 ■ Zone E1A Parcels

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 Print Date: December 14, 2005  
 File: G:\ArcMap\Special Districts\E1A\_8.5x11.mxd



# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone E-2 • Hidden Springs





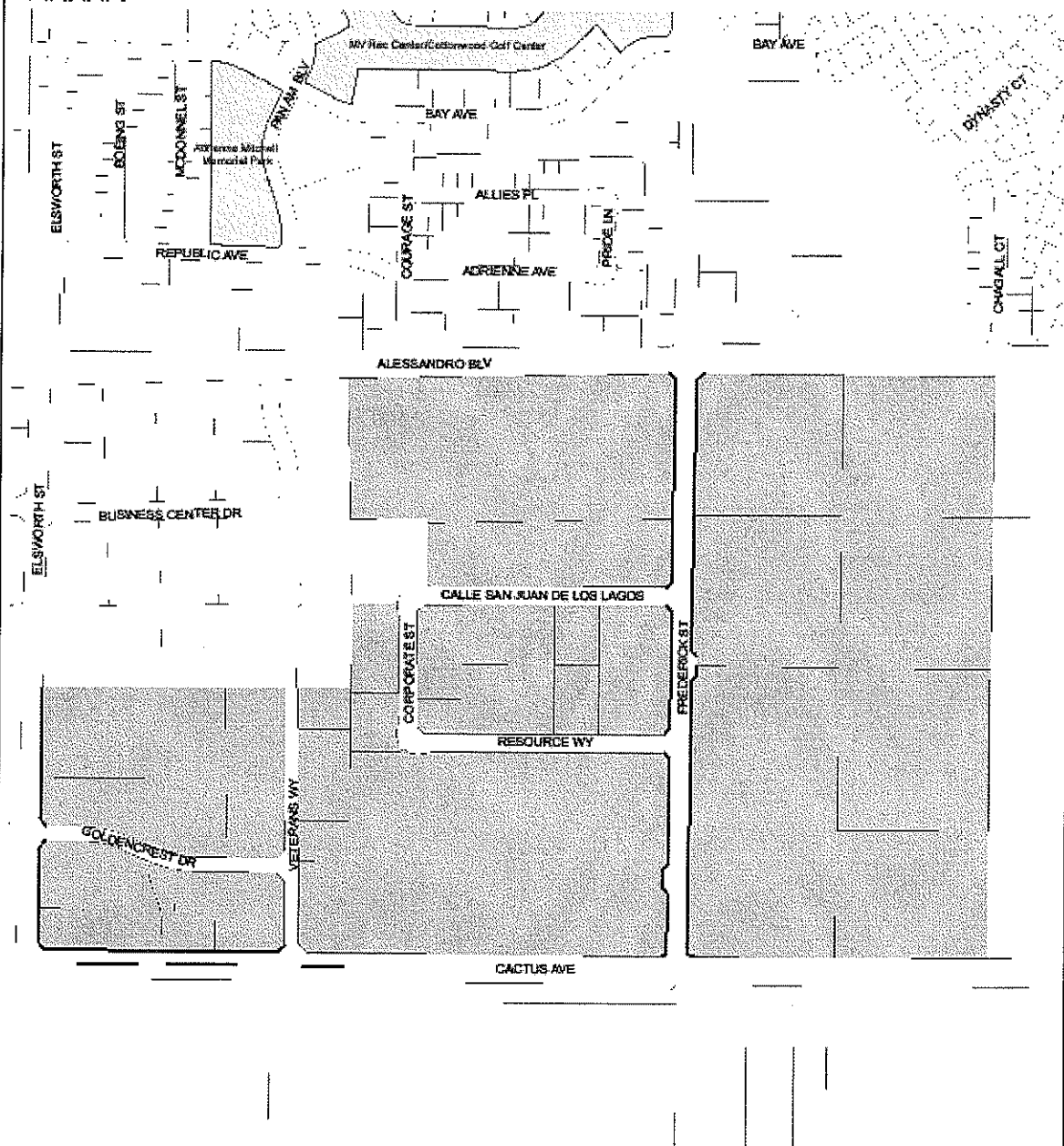
MORENO



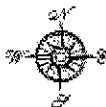
VALLEY




# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone E7



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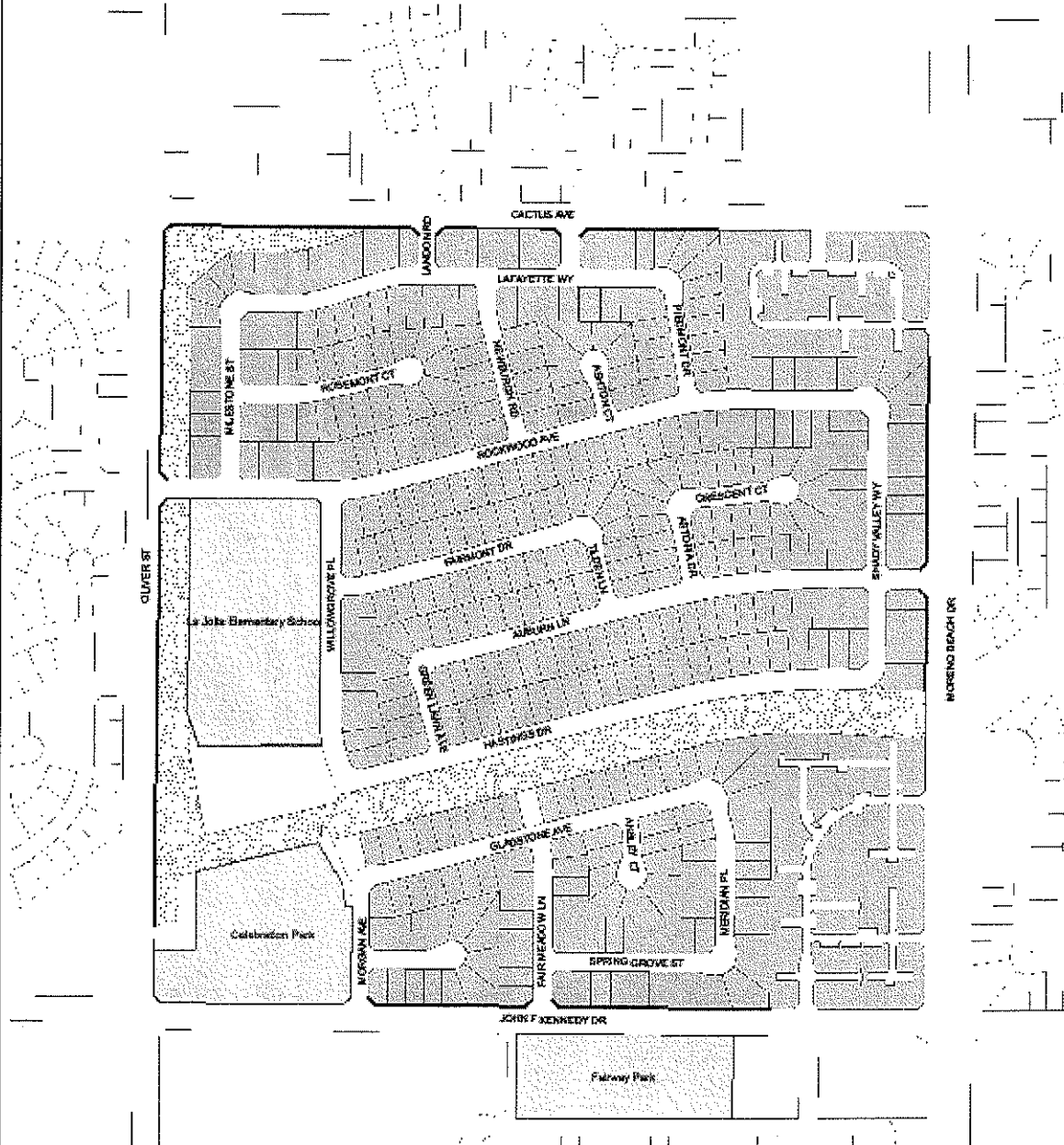
-  Landscaped Parkway
-  Landscaped Median
-  Zone E7 Parcels

Map Created by Moreno Valley GIS  
 Print Date: November 21, 2005  
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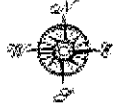


# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone E8



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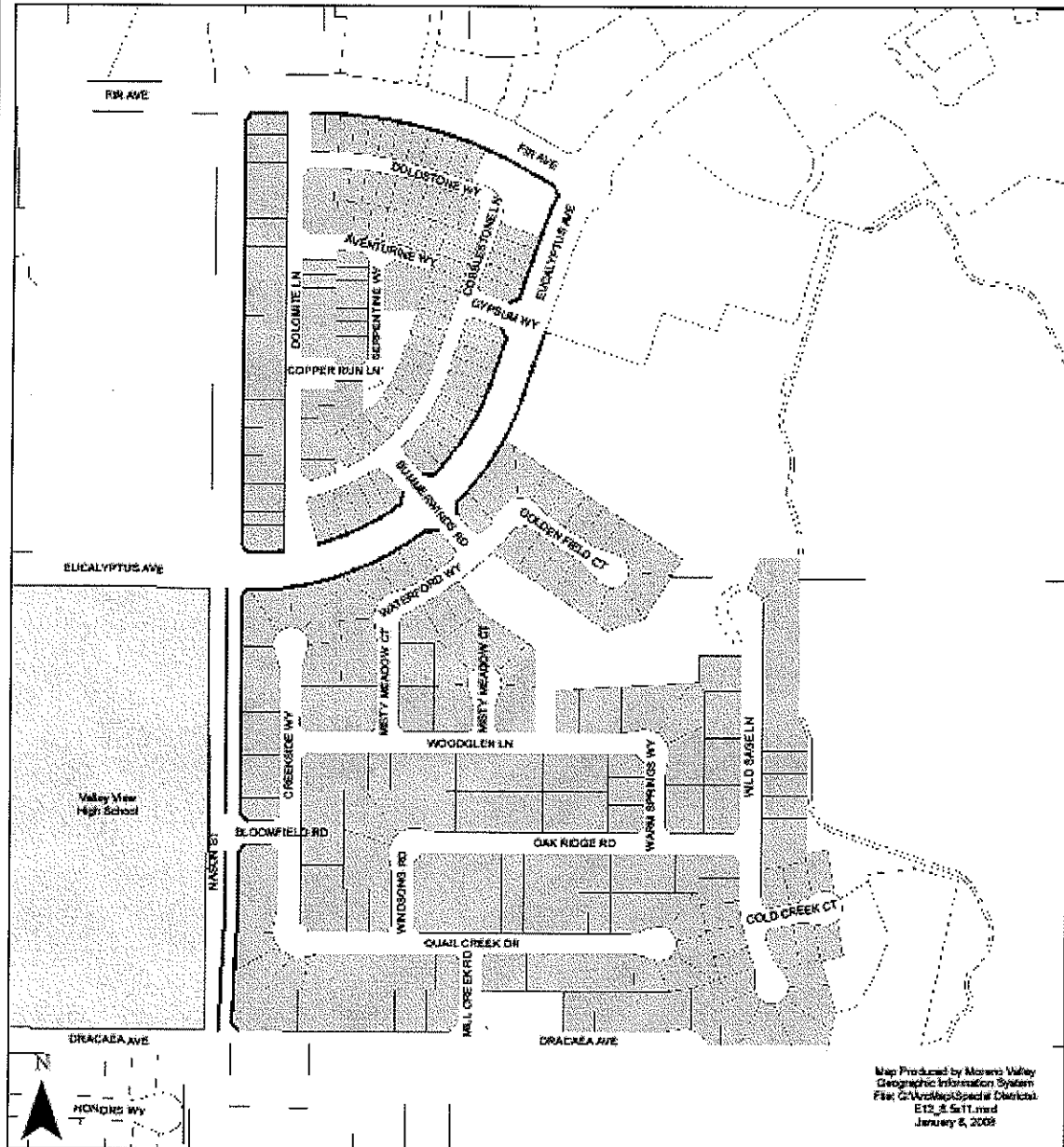


- Landscaped Parkway
- Landscaped Open Space
- Zone E8 Parcels

Map Created by Moreno Valley GIS  
Print Date: November 16, 2005  
File: G:\ArcMap\Special Districts\E8\_8.5x11.mxd

# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone E-12 • Stoneridge Ranch



Map Produced by Moreno Valley  
Geographic Information System  
File: C:\ArcMap\Special Districts  
ET12\_3\_Sc11.mxd  
January 8, 2009

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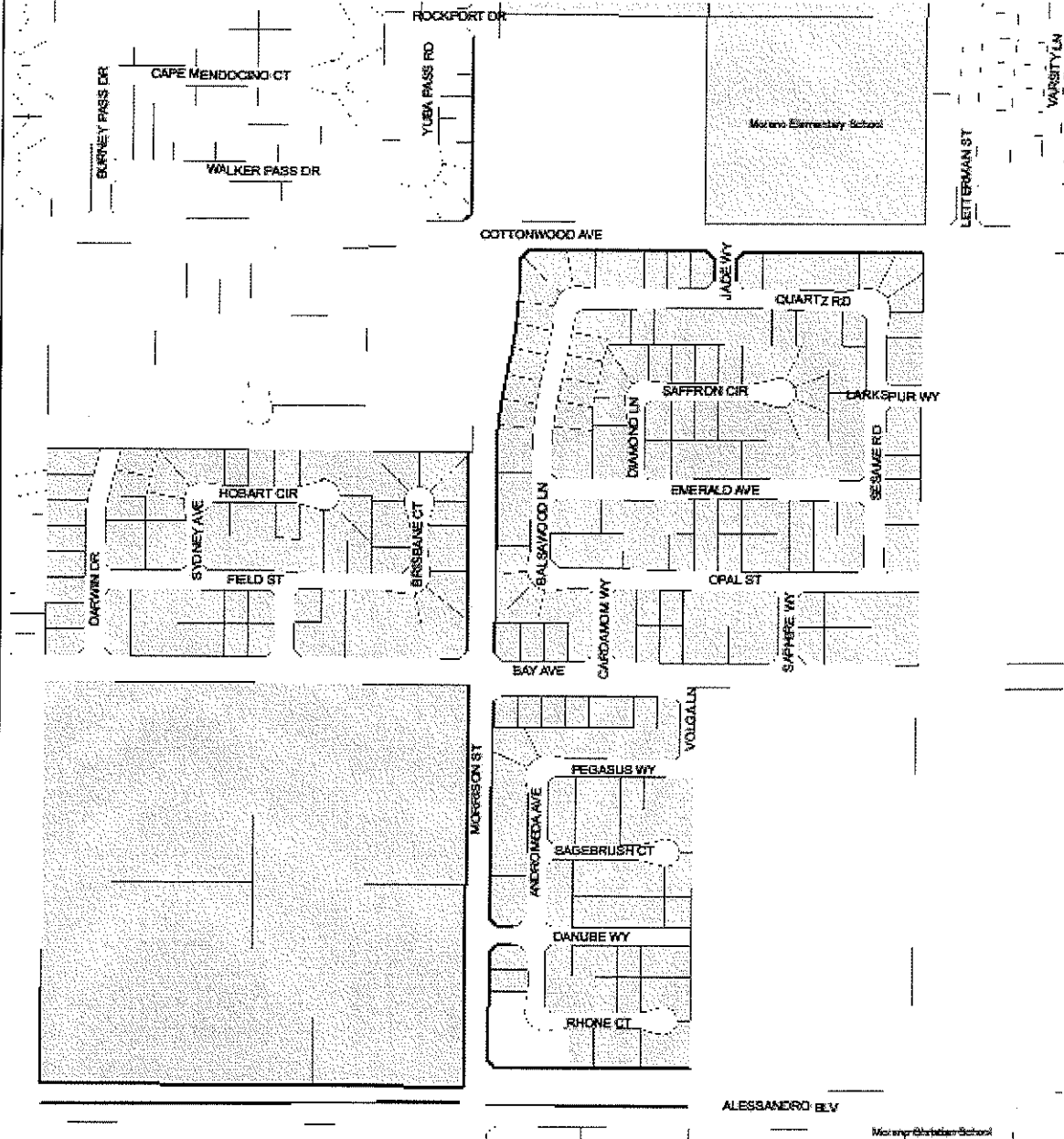
- Landscaped Parkway
- Landscaped Median
- Zone E-12



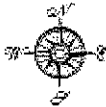


# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone E14



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- Landscaped Parkway
- Landscaped Median
- Zone E14 Parcels

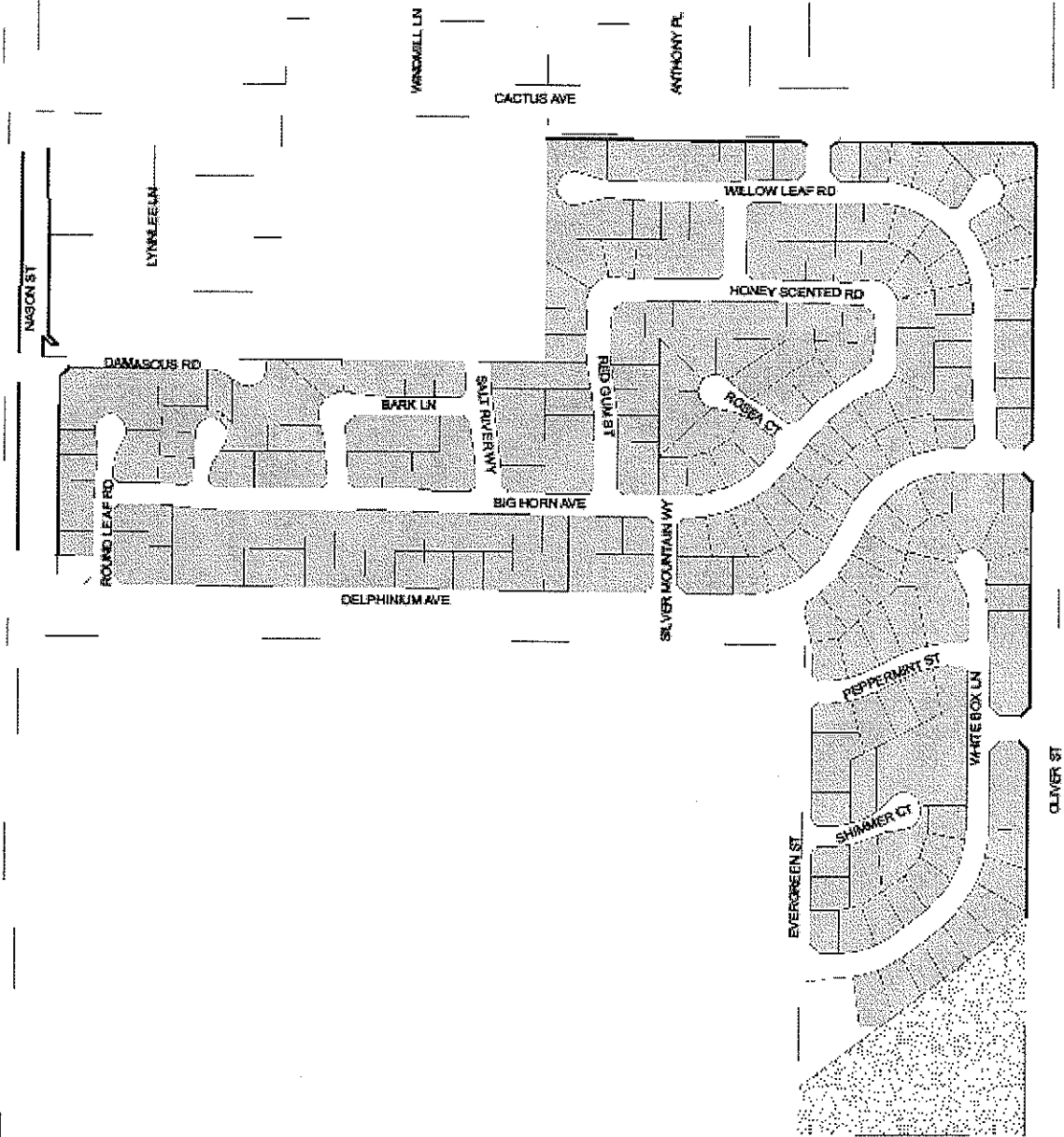
Map Created by Moreno Valley GIS  
Print Date: December 19, 2005  
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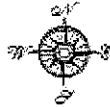






# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone E15



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-  Landscaped Parkway
-  Landscaped Median
-  Landscaped Open Space
-  Zone E15 Parcels

Map Created by Moreno Valley GIS  
Print Date: December 14, 2005  
File: G:\ArcMap\Special Districts\E15\_8.5x11.mxd



R.F.P. # BDEMS/10

EXHIBIT B  
District Responsibilities

1. CONTRACT SUPERVISION

- a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his 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. TEST REPORT FORMS

The District will forward Zone D, E, M and S annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.

3. ACCESS TO BACKFLOW ASSEMBLIES

The District will provide Contractor with key(s) needed for accessing backflow assemblies enclosed in protective cages. Contractor shall return key(s) to the District upon termination of the agreement. Failure to do so will result in charges by the District for replacement of keys and/or any necessary labor required to provide access to the protective cages by the District as set forth in Subsection 2. a. of Exhibit A - Technical Provisions.

Project No. BDEMS/10  
R.F.P. # BDEMS/10  
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

- a. The Contractor will be paid per test for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director Backflow Test Reports for the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.
- b. 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, to wit:
  1. The total amount due for all backflow test devices tested the previous month, at Contractor's **Cost Per Test** price, as set forth in Contractor's Base Proposal submittal, and incorporated herein by this reference, and/or;
  2. The total amount due for all repairs made the previous month to backflow prevention devices, per prices set forth in Contractor's **Unit Price List**, and submitted as part of Contractor's Proposal, and incorporated herein by this reference.

The total contract amount for twelve (12) months shall not exceed FOUR THOUSAND TWO HUNDRED FOURTY dollars and 00/100 (\$4,240.00), except as provided in Section 2.a. below.

- c. 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.
- d. Contractor shall be compensated on a time and materials basis for any emergency response, as set forth in Subsection 3. c. of Contract Exhibit A., as well as any corrective work authorized by the Director unless said emergency is determined to have been caused by an act or omission attributable to the Contractor; then, all costs associated with said emergency response and corrective work shall be the solely those of the Contractor.
- e. Single repairs over \$100.00 for any assembly are to be considered major

repairs, and will require District approval prior to repair. Single repairs under \$100.00 for any assembly may be performed without prior approval. All worn and/or replaced parts must be returned to the District.

- f. All repair work shall be invoiced separately from testing. Repair parts shall be invoiced at Contractor's cost plus 10%. The District may require Contractor to submit proof of Contractor's cost for repair parts at any time during the contract period.
- g. All invoicing for testing and/or repair work will clearly indicate the tract number and CSD Zone associated with the backflow assembly in question.

2. ADDITIONAL WORK

- a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's 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 Additional Work Price List, Sections A., B., or 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 authorization from the District.

- b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for 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.

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 Special 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 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 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

Project No. BDEMS/10  
R.F.P. # BDEMS/10  
EXHIBIT D  
Term of Contract

1. TERM OF CONTRACT

- a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.
- b. At the expiration of its term, the Contract may be extended for up to four 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 Agreement, 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 verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

- d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to four (4) 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 Agreement, 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 Community Services District. 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 Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approvals have been denied.

Project No. BDEMS/10  
R.F.P. # BDEMS/10

**EXHIBIT E**  
**PROPOSAL SUBMITTAL DOCUMENTS**



**SCHEDULE I**

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: E.R. BLOCK PLUMBING

TYPE

- Sole proprietor \_\_\_\_\_
- Partnership \_\_\_\_\_
- Corporation X \_\_\_\_\_

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 10910 Hole Ave Riverside CA 92505

SATELLITE OFFICE (if applicable): \_\_\_\_\_

3. CONTRACTOR LICENSE INFORMATION

• LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 675567  
C-36

• NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 67

• LICENSE EXPIRATION DATE: 9-2011

• CURRENT LICENSE STATUS: Active

• PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: None

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3138160

5. NAME AND TITLE OF COMPANY OFFICERS:

<u>Greg Ross</u>	<u>Pres.</u>
<u>Stacy Ross</u>	<u>VP. - Sect.</u>
_____	_____
_____	_____

6. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES: 25
7. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES FOR PUBLIC AGENCIES: 20
8. REFERENCES

• **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

- REFERENCE INFORMATION FURNISHED MUST INCLUDE:
  - NAME AND ADDRESS OF AGENCY;
  - NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
  - CONTRACT NAME(S) / NUMBER(S);
  - ANNUAL CONTRACT AMOUNT(S);
  - NUMBER OF BACKFLOWS TESTED PER CONTRACT(S);
  - LENGTH OF CONTRACT(S).

PROMPT  
PROFESSIONAL  
SERVICE

**E. R. BLOCK PLUMBING, INC.**  
10910 HOLE AVENUE – RIVERSIDE, CA 92505  
PHONE (951) 687-4011 FAX (951) 687-0801  
CALIFORNIA STATE CONT. #675567

CONTRACT REFERENCES

Eastern Municipal Water District  
P.O. Box 8300  
Perris, CA 92572  
(951) 928-3777  
Art Olvera  
3 year contract  
Annual amount varies depending on number of devices tested.

City of Moreno Valley  
14177 Fredrick St.  
Moreno Valley, CA 92553  
(951)413-3480  
Margaret Williams  
1 year original contract  
Annual amount varies depending on number of devices tested.

Housing Authority of San Bernardino County  
1738 W. Ninth St.  
San Bernardino, CA 92411  
(909) 647-7421  
Jim Buckmaster  
3 year contract  
Annual amount varies depending on number of devices tested.

Alvord Unified School District  
10365 Keller Ave.  
Riverside, CA 92505  
(951) 509-5025  
Dennis Hadaway  
1 year contract  
Annual amount varies depending on number of devices tested.

## **COMMUNICATIONS & TRAFFIC SAFETY**

### **Communications:**

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

### **Traffic Safety:**

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

**LIST OF SUBCONTRACTORS**

**SUBCONTRACTORS:**

In compliance with the provisions of the Government Code, Section 4102, the undersigned proffer herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
--	------------------------------------	------------------------

None used

**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 the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, 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 Greg Ross  
PRINTED NAME Greg Ross  
TITLE pres.  
COMPANY NAME E.R BLOCK plumbing  
DATE 3-31-2010

**PROPOSAL AFFIRMATION**

With regard to the information provided hereinabove (Proposal Schedule I), 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 E.R. Block Plumbing, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind E.R. Block Plumbing 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 SIGNED**

SIGNATURE(S) Greg Ross

PRINTED NAME(S) Greg Ross

TITLE(S) pres.

COMPANY NAME E.R. Block Plumbing

DATE 3-31-2010

**SCHEDULE II**

**BID SCHEDULE**

PROPOSER: E.R. Block Plumbing  
(Company Name)

	<u>COST PER TEST</u>	<u>APPROXIMATE # OF BACKFLOWS*</u>	<u>TOTAL COST PER YEAR</u>
D	<u>20.00</u>	120	<u>2,400.00</u>
M	<u>20.00</u>	26	<u>520.00</u>
S	<u>20.00</u>	4	<u>80.00</u>
E-1	<u>20.00</u>	14	<u>280.00</u>
E-1A	<u>20.00</u>	2	<u>40.00</u>
E-2	<u>20.00</u>	24	<u>480.00</u>
E-3	<u>20.00</u>	7	<u>140.00</u>
E-7	<u>20.00</u>	3	<u>60.00</u>
E-8	<u>20.00</u>	1	<u>20.00</u>
E-12	<u>20.00</u>	2	<u>40.00</u>
E-14	<u>20.00</u>	3	<u>60.00</u>
E-15	<u>20.00</u>	1	<u>20.00</u>
E-16	<u>20.00</u>	5	<u>100.00</u>
TOTAL	<u>4240.00</u>	212	<u>4240.00</u>

Total Proposal Amount in figures: 4,240 and 00 /100's Dollars

Total Proposal Amount in words: four thousand two hundred forty and 00 /100's Dollars



The Contractor shall furnish all labor, equipment, and materials necessary to provide backflow testing services 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.

\* The District is responsible for maintaining approximately 212 backflow devices located in landscaped parkways throughout the City. Quantities are approximate and may increase or decrease during the fiscal year, but are not a guarantee of any quantity to be serviced as a result of this proposal.

Addendum No(s) 1 has/have been received and is/are made a part of this proposal.

Greg Ross Pies 3-31-2010  
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # BDEMS/10  
EXHIBIT E - cont.

**ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

- A. Prices for Emergency Work, Additional Work, and Routine Backflow Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

PROPOSER: E.R. Block Plumbing  
(Company Name)

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

- A. REPAIR WORK: \$ 75.00 Per Hour
- B. EMERGENCY REPAIRS: \$ 140.00 Per Hour
- C. REPLACEMENT PARTS SUPPLIED AT CONTRACTOR'S COST PLUS 10 %
- D. DISCOUNT TERMS: 2 % Net 10 Days

Advance notice of 1 hours required for service during normal business hours.

Greg Ross Pres.  
(AUTHORIZED SIGNATURE AND TITLE)

3-31-2010  
(DATE)

R.F.P. # BDEMS/10  
EXHIBIT E - cont.

PROPOSER: E.R. Block Plumbing  
(Company Name)

**CONTRACT PROPOSAL**

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he 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 on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

**TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):**

four thousand two hundred forty dollars and no/100  
(Dollar Amount in Words)  
\$ 4,240.00  
(Dollar Amount in Figures)

Date: 3-31-2010

Proposer: E.R. Block Plumbing  
(Company Name)

By: Grey Ross  
(Signature)

Title: president

State License Number and Classification: 675567 C-36

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Grey Ross

(Corporate Seal)

SECRETARY STACY ROSS

R.F.P. # BDEMS/10  
EXHIBIT E - cont.

**AFFIRMATION OF PROPOSAL GUARANTEE**

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 424.00, 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 3-31-2010

Signature of Proposer E.R. Block Plumbing

By Grey Ross

Address of Proposer 10916 Hole Ave

Riverside CA 92505

Telephone Number of Proposer (951) 687-4011

Names and Addresses of Members of the Firm:

Grey Ross 7280 Ashley St Colton CA 92324

Stacy Ross 7280 Ashley St Colton CA 92324  
(If a Corporation)

Signature of Proposer E.R. Block Plumbing

By Grey Ross JR

Title President

Business Address 10916 Hole Ave.

Riverside CA 92505

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF )§

(NAME) Grey Ross, affiant  
being first duly sworn, deposes and says:

That he or she is president of  
E.R. Block Plumbing (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: E.R. Block Plumbing

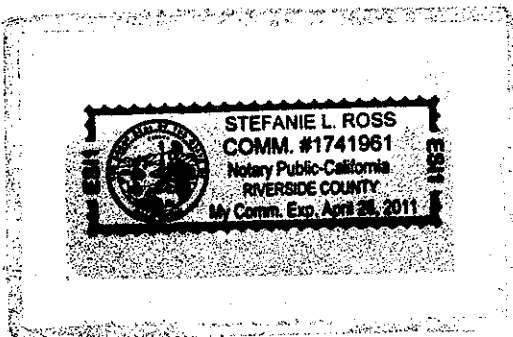
Bidder's Address: 10910 Hole Ave  
Riverside CA. 92505

Telephone No.: 951-687-4011

Grey Ross  
(Signature of Bidder)

president  
(Title)

**ALL SIGNATURES MUST BE NOTARIZED**





# CERTIFICATE OF LIABILITY INSURANCE

OP ID KG  
ERBLO-2DATE (MM/DD/YYYY)  
06/24/10

**PRODUCER**  
Alliant Insurance Services, Inc  
(Lic-0C36861)  
735 Carnegie Drive, Ste 200  
San Bernardino CA 92408  
Phone: 909-886-9861 Fax: 909-886-2013

**INSURED**  
**E R Block Plumbing**  
10910 Hole Avenue  
Riverside CA 92505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Peerless Insurance Company **ACXVJCA**  
INSURER B: Preferred Employers Insurance **ACXVJCA**  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP8429805 ✓	03/01/10	03/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CBP8429805	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	<b>RISK MANAGEMENT Approved</b>			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	<i>M. Alongg 7-28-10</i> By _____ Date _____			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WKN10325510	09/01/09	09/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A		Property Section	CBP8429805	03/01/10	03/01/11	see below if applies
A		Equipment Floate	CBP8429805	03/01/10	03/01/11	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

All Plumbing operations pertaining to named insured for certholder. the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley are add'l insd as respects gen'l liab per GECE602 09/04; add'l insd as respects auto liab per GECA701 01/07; \*\*SEE ATTACHED HOLDER NOTES\*\*

**CERTIFICATE HOLDER****CANCELLATION**

CIMOR02  
City of Moreno Valley  
Public Works Dept  
Spec Districts Admin  
P O Box 1440  
Moreno Valley CA 92338

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~MAIL~~ MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FIRST CLASS MAIL~~  
 AUTHORIZED REPRESENTATIVE  
*Charles Shultz*

ACORD 25 (2009/01)

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**Item No. B.3**

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NOTEPAD:**

HOLDER CODE CIMOR02  
INSURED'S NAME E R Block Plumbing

ERBLO-2  
OP ID KG

PAGE 3  
DATE 06/24/10

\*30 day N O C except 10 day for non-payment of premium. XX LTR  
Null & Voids prior certificate issued 02/26/10.





DRIVER COMMERCIAL GROUP

June 24, 2010

Re: Insured: E R Block Plumbing  
Policy Number: CBP8429805  
Policy Period: 03/01/10 to 03/01/11  
Policy Number: CBP8429805  
Policy Period: 03/01/10 to 03/01/11  
Policy Number: WKN10325510  
Policy Period: 09/01/09 to 09/01/10

Certificate Holder: City of Moreno Valley  
PO Box 1440  
Moreno Valley, CA 92338  
Certificate Date: 06/24/10

To Whom it may Concern:

Certificate Holders for certain jobs performed by the above captioned Insured require the cancellation wording for their certificate of insurance be amended to exclude the "endeavor to.....but failure to....." wording contained in the cancellation clause.

It is agreed and understood that, in the event of cancellation and Alliant Insurance Services, Inc. is notified, we will advise Certificate Holder of said change and will not be the responsibility of the Insurance Company.

Sincerely,

  
Authorized Signature

6-24-10  
Date

KG

---

**COMMERCIAL LIABILITY GOLD ENDORSEMENT**

---

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I – COVERAGES**

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**2. Exclusions**

Item 2.g. 2) is replaced with the following:

2.g. 2) A watercraft you do not own that is:

- a) less than 50 feet long; and
- b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

**SECTION I – COVERAGES**

**COVERAGE C. MEDICAL PAYMENTS**

*If Medical Payments Coverage is provided under this policy, the following is changed:*

**3. Limits**

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C.: Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

*The following is added:*

**COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES**

**Insuring Agreement**

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

*Item b. and d. are replaced with:*

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II – WHO IS AN INSURED

*Item 4. is replaced with:*

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
- you have the responsibility of placing insurance for such entity; and
  - coverage for the entity is not otherwise more specifically provided, and
  - the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

## SECTION III – LIMITS OF INSURANCE

*Paragraph 2 is amended to include:*

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

*Paragraph 6 is replaced with the following:*

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

- \$500,000 or
- The amount shown in the Declarations.

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

*Item 2.a. is replaced with:*

### 2. Duties in the Event of Occurrence, Offense, claim or Suit

- You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
  - How, when and where the "occurrence" or offense took place;
  - The names and addresses of any injured persons and witnesses; and
  - The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

*Item 4.b. 1) b) is replaced with:*

- Excess Insurance
  - b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

*Item 6. is amended to include:*

### 6. Representations

- If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

*Item 8 is replaced with:*

8. **Transfer of Rights of Recovery Against Others To Us**
  - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
  - b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

*Item 10. and Item 11. are added:*

10. **Cancellation Condition**

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. **Liberalization**

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

**SECTION V – DEFINITIONS**

*The following definitions are added or changed:*

9. **"Insured contract"**

- a. Is changed to:
- a. A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

*23 and 24 are added:*

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

**A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
  - a. Your ongoing operations performed for that person or organization; or
  - b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
  - a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
  - b. To "bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities.
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
- e. To any person or organization included as an insured under provision B. of this endorsement.
- f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

**B. ADDITIONAL INSURED – VENDORS**

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

- 1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
  - b. Any express warranty unauthorized by you.
  - c. Any physical or chemical change in the product made intentionally by the vendor.
  - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
  - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
- 2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**Additional Insured: the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley**

Insured Name: E R Block Plumbing

Policy Number: CBP8429805

Policy Effective Date: 03/01/10

## COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### SECTION II – LIABILITY COVERAGE

#### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To 'bodily injury' or 'property damage' that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered 'auto' you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered 'auto' by an insured, if:

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- (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
  - (a) An expressed provision of an 'insured contract', or written agreement; or
  - (b) An expressed condition of a written permit issued to you by a governmental or public authority.
- (2) The 'bodily injury' or 'property damage' is caused by an 'accident' which takes place after.
  - (a) You executed the 'insured contract'; or written agreement; or
  - (b) The permit has been issued to you.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident: we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the 'insured' at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III – PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered 'auto' for each of your physical damage coverages.
- b. The most we will pay for 'loss' in any one 'accident' is the smallest of:
  - (1) \$50,000
  - (2) The actual cash value of the damaged or stolen property as of the time of the 'loss'; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.If you are liable for the 'accident', we will also pay up to \$500 per 'accident' for the actual loss of use to the owner of the covered 'auto'.
- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned 'auto' for that coverage. However, any Comprehensive coverage deductible shown in the Declarations does not

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apply to "loss" caused by fire or lightning.

- d. For this coverage, the insurance provided is primary for any covered 'auto' you hire without a driver and excess over any other collectible insurance for any covered 'auto' that you hire with a driver.

#### 5. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an 'auto' because of 'loss' to a covered 'auto'. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered 'auto'.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

#### 8. Lease Gap Coverage

If a long-term leased 'auto' is a covered 'auto' and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the 'auto' at the time of the loss and the 'outstanding balance' of the lease.

'Outstanding balance' means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for 'loss' caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for 'loss' to any of the following:
  - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered 'auto' at the time of the 'loss' and such equipment is designed to be solely operated by use of the power from the 'auto's' electrical system, in or upon the covered 'auto'; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered 'auto' or the monitoring of the covered 'auto's' operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered 'auto' normally used by the manufacturer for installation of a radio.

#### C. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

### SECTION IV. – BUSINESS AUTO CONDITIONS

#### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

##### 2. Duties In The Event of Accident, Claim, Suite, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim 'suite', or loss. Knowledge of an accident, claim, 'suit', or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered

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'auto' pursuant to the provisions of the 'insured contract', written agreement, or permit.

**B. GENERAL CONDITIONS**

9. is added

**9. UNINTENTIONAL FAIRLURE TO DISCLOSE HAZARDS**

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

**COMMON POLICY CONDITIONS**

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason

**Additional Insured: the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley**

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Page 5 of 5

**Item No. B.3**

-228-



# CERTIFICATE OF LIABILITY INSURANCE

OP ID XG  
ERBLO-2

DATE (MM/DD/YYYY)  
08/23/10

**PRODUCER**  
Alliant Insurance Services, Inc  
(Lic-0C36861)  
735 Carnegie Drive, Ste 200  
Bernardino CA 92408  
Phone: 909-886-9861 Fax: 909-886-2013

**INSURED**  
E. R. Block Plumbing  
10910 Hole Avenue  
Riverside CA 92505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	ACVJCA
INSURER B: Preferred Employers Insurance	ACVJCA
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP8429805 ✓	03/01/10	03/01/11	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 ✓ MED EXP (Any one person) \$ 5,000 ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COMP/DP AGG \$ 2,000,000 ✓
A	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CBP8429805 ✓	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ ✓ BODILY INJURY (Per accident) \$ ✓ PROPERTY DAMAGE (Per accident) \$ ✓ AUTO ONLY - EA ACCIDENT \$ ✓ OTHER THAN AUTO ONLY: EA ACC \$ ✓ AGG \$ ✓
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ ✓ OTHER THAN AUTO ONLY: EA ACC \$ ✓ AGG \$ ✓
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	By _____ Date _____			EACH OCCURRENCE \$ ✓ AGGREGATE \$ ✓ \$ ✓ \$ ✓
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WKN10325511	09/01/10	09/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1000000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1000000 ✓
A		Property Section	CBP8429805 ✓	03/01/10	03/01/11	see below if applies
A		Equipment Floate	CBP8429805 ✓	03/01/10	03/01/11	see below if applies

**RISK MANAGEMENT Approved**  
 M. Gomez 10-11-10

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 All Plumbing operations pertaining to named insured for cartholder. the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley are add'l insd as respects gen'l liab per GECG602 09/04; add'l insd as respects auto liab per GECA701 01/07; \*\*SEE ATTACHED HOLDER NOTES\*\*

**CERTIFICATE HOLDER**

CIMOR02

City of Moreno Valley  
Public Works Dept  
Spec Districts Admin  
P O Box 1440  
Moreno Valley CA 92338

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NOTEPAD:**      HOLDER CODE: CTMOR02      ERBLO-2      PAGE 3  
INSURED'S NAME: E-R Block Plumbing      OF ID: KG      DATE 08/23/10

\*30 day N O C except 10 day for non-payment of premium. XX LTR

Insured: E R Block Plumbing  
Policy No: CBP8429805 ✓

**COMMERCIAL LIABILITY GOLD ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I - COVERAGES**

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**2. Exclusions**

Item 2.g. 2) is replaced with the following:

2.g. 2) A watercraft you do not own that is:

- a) less than 50 feet long; and
- b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

**SECTION I - COVERAGES**

**COVERAGE C. MEDICAL PAYMENTS**

*If Medical Payments Coverage is provided under this policy, the following is changed:*

**3. Limits**

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C.: Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

*The following is added:*

**COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES**

**Insuring Agreement**

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

*Item b. and d. are replaced with:*

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II - WHO IS AN INSURED

*Item 4. is replaced with:*

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
- a) you have the responsibility of placing insurance for such entity; and
  - b) coverage for the entity is not otherwise more specifically provided; and
  - c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

## SECTION III - LIMITS OF INSURANCE

*Paragraph 2 is amended to include:*

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

*Paragraph 6 is replaced with the following:*

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

- a. \$500,000 or
- b. The amount shown in the Declarations.

## SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

*Item 2.a. is replaced with:*

### 2. Duties in the Event of Occurrence, Offense, claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
  - 1) How, when and where the "occurrence" or offense took place;
  - 2) The names and addresses of any injured persons and witnesses; and
  - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

*Item 4.b. 1) b) is replaced with:*

- b. Excess Insurance
  - 1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

*Item 6. is amended to include:*

### 6. Representations

- 2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

*Item 8 is replaced with:*

8. **Transfer of Rights of Recovery Against Others To Us**
- If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
  - If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. **Cancellation Condition**

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. **Liberalization**

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

## SECTION V - DEFINITIONS

The following definitions are added or changed:

9. **"Insured contract"**

- Is changed to:
- A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

### A. ADDITIONAL INSURED-BY CONTRACT, AGREEMENT OR PERMIT

- Paragraph 2 under SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of.
  - Your ongoing operations performed for that person or organization; or
  - Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:

- Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
- To "bodily injury" or "property damage" occurring after:
  - All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or



- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities.
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
- e. To any person or organization included as an insured under provision B. of this endorsement.
- f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

#### B. ADDITIONAL INSURED - VENDORS

Paragraph 2. under SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
  - b. Any express warranty unauthorized by you.
  - c. Any physical or chemical change in the product made intentionally by the vendor.
  - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
  - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Insured Name: E R Block Plumbing  
 Policy Number: CBP8429805 ✓

## COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

#### SECTION II - LIABILITY COVERAGE

##### A. COVERAGE

###### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To 'bodily injury' or 'property damage' that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered 'auto' you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered 'auto' by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) An expressed provision of an 'insured contract', or written agreement; or
    - (b) An expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The 'bodily injury' or 'property damage' is caused by an 'accident' which takes place after.
    - (a) You executed the 'insured contract'; or written agreement; or
    - (b) The permit has been issued to you.

###### 2. COVERAGE EXTENSIONS

###### a. Supplementary Payments

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Page 1 of 4

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident; we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the 'insured' at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
  - (1) \$50,000
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 5. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

#### 8. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss

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and the 'outstanding balance' of the lease.

'Outstanding balance' means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

#### B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for 'loss' caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for 'loss' to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered 'auto' at the time of the 'loss' and such equipment is designed to be solely operated by use of the power from the 'auto's' electrical system, in or upon the covered 'auto'; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered 'auto' or the monitoring of the covered 'auto's' operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered 'auto' normally used by the manufacturer for installation of a radio.

#### C. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

### SECTION IV. - BUSINESS AUTO CONDITIONS

#### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suite, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim 'suite', or loss. Knowledge of an accident, claim, 'suit', or loss, by other employee(s) does not imply you also have such knowledge.

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- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A, 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered 'auto' pursuant to the provisions of the 'insured contract', written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason

**EXTENSION AGREEMENT**  
**PROJECT NO. BDEMS/10**  
**BACKFLOW TESTING SERVICES**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012**.
2. In accordance with Exhibit D, Paragraph 1(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.
3. Notwithstanding Exhibit C, Paragraph 1(b)(1) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount due for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **\$20.00**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDRED FOURTY AND NO/100 (\$4,240.00)**.
4. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

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

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: [Signature] 6-8-11  
Special Districts Division Manager, acting in the  
Capacity of District Manager to the  
Moreno Valley Community Services District

CONTRACTOR:

[Signature]  
Signature

[Signature]  
Signature

GREG ROSS  
Printed Name

STACY ROSS  
Printed Name

PRESIDENT  
Title

SECRETARY  
Title

E.R. BLOCK PLUMBING INC  
Company Name

(Corporate Seal)

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



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KG

DATE (MM/DD/YYYY)  
02/22/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 200 San Bernardino, CA 92408 DO NOT USE - Jay Jahn		909-886-9861  909-886-2013	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>ERBLO-2</b>	FAX (A/C, No):
<b>INSURED</b> <b>E R Block Plumbing</b> 10910 Hole Avenue Riverside, CA 92505		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Peerless Insurance Company <i>A(X) CA</i>		
		<b>INSURER B:</b> Preferred Employers Insurance <i>A+(XV) CA</i>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b> GENERAL & AUTO LIABILITY		
		<b>INSURER E:</b> RENEWALS ONLY		
		<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		CBP8429805 ✓	03/01/11	03/01/12	EACH OCCURRENCE \$ 1,000,000 ✓
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 ✓
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000 ✓
							PERSONAL & ADV INJURY \$ 1,000,000 ✓
							GENERAL AGGREGATE \$ 2,000,000 ✓
							PRODUCTS - COMP/OP AGG \$ 2,000,000 ✓
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		BA8830628	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
<input type="checkbox"/> NON-OWNED AUTOS	\$						
	<b>RISK MANAGEMENT Approved</b>						
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WKN10325511	09/01/10	09/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						
							E.L. EACH ACCIDENT \$ 1,000,000 ✓
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All Plumbing operations pertaining to named insured for certholder the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley are add'l insd as respects gen'l liab per GEC 602 09/04; add'l insd as respects auto liab per GECA701 01/07. LS

**CERTIFICATE HOLDER****CANCELLATION**

CIMOR02

City of Moreno Valley  
Public Works Dept  
Spec Districts Admin  
P O Bx 1440  
Moreno Valley, CA 92338

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Chuck Shankle*

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Item No. B.3

The ACORD name and 1-242- registered marks of ACORD



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**COMMERCIAL LIABILITY GOLD ENDORSEMENT**

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**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I – COVERAGES**

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**2. Exclusions**

Item 2.g. 2) is replaced with the following:

2.g. 2) A watercraft you do not own that is:

- a) less than 50 feet long; and
- b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

**SECTION I – COVERAGES**

**COVERAGE C. MEDICAL PAYMENTS**

*If Medical Payments Coverage is provided under this policy, the following is changed:*

**3. Limits**

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C.. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

*The following is added:*

**COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES**

**Insuring Agreement**

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

*Item b. and d. are replaced with:*

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II - WHO IS AN INSURED

*Item 4. is replaced with:*

4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if;
- a) you have the responsibility of placing insurance for such entity; and
  - b) coverage for the entity is not otherwise more specifically provided, and
  - c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

## SECTION III - LIMITS OF INSURANCE

*Paragraph 2 is amended to include:*

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

*Paragraph 6 is replaced with the following:*

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

- a. \$500,000 or
- b. The amount shown in the Declarations.

## SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

*Item 2.a. is replaced with:*

2. Duties in the Event of Occurrence, Offense, claim or Suit
- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
    - 1) How, when and where the "occurrence" or offense took place;
    - 2) The names and addresses of any injured persons and witnesses; and
    - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

*Item 4.b. 1) b) is replaced with:*

- b. Excess Insurance
  - 1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

*Item 6. is amended to include:*

6. Representations
- 2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

*Item 8 is replaced with:*

8. **Transfer of Rights of Recovery Against Others To Us**
- If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
  - If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

*Item 10. and Item 11. are added:*

10. **Cancellation Condition**
- If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.
11. **Liberalization**
- If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

## SECTION V – DEFINITIONS

*The following definitions are added or changed:*

9. "Insured contract"
- is changed to:
  - A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".
- 23 and 24 are added:*
23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

### A. ADDITIONAL INSURED-BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2 under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:
- Your ongoing operations performed for that person or organization; or
  - Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:
- Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
  - To "bodily injury" or "property damage" occurring after:
    - All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities.
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
- e. To any person or organization included as an insured under provision B. of this endorsement.
- f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

**B. ADDITIONAL INSURED – VENDORS**

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

- 1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
  - b. Any express warranty unauthorized by you.
  - c. Any physical or chemical change in the product made intentionally by the vendor.
  - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
  - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
- 2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Policy No: BA8830628

## COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### SECTION II – LIABILITY COVERAGE

#### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To 'bodily injury' or 'property damage' that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered 'auto' you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered 'auto' by an insured, if:

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- (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
  - (a) An expressed provision of an 'insured contract', or written agreement; or
  - (b) An expressed condition of a written permit issued to you by a governmental or public authority.
- (2) The 'bodily injury' or 'property damage' is caused by an 'accident' which takes place after:
  - (a) You executed the 'insured contract'; or written agreement; or
  - (b) The permit has been issued to you.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident: we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the 'insured' at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
  - (1) \$50,000
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".
- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive coverage deductible shown in the Declarations does not

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apply to "loss" caused by fire or lightning.

- d. For this coverage, the insurance provided is primary for any covered 'auto' you hire without a driver and excess over any other collectible insurance for any covered 'auto' that you hire with a driver.

**5. Rental Reimbursement Coverage**

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an 'auto' because of 'loss' to a covered 'auto'. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered 'auto'.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

**8. Lease Gap Coverage**

If a long-term leased 'auto' is a covered 'auto' and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the 'auto' at the time of the loss and the 'outstanding balance' of the lease.

'Outstanding balance' means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

**B. EXCLUSIONS**

The following is added to Paragraph 3:

The exclusion for 'loss' caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

- 4. We will not pay for 'loss' to any of the following:
  - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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GECA 701 (01/07)

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Page 3 of 5

- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered 'auto' at the time of the 'loss' and such equipment is designed to be solely operated by use of the power from the 'auto's' electrical system, in or upon the covered 'auto'; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered 'auto' or the monitoring of the covered 'auto's' operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered 'auto' normally used by the manufacturer for installation of a radio.

#### C. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

### SECTION IV. – BUSINESS AUTO CONDITIONS

#### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

##### 2. Duties In The Event of Accident, Claim, Suite, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim 'suite', or loss. Knowledge of an accident, claim, 'suit', or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered

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'auto' pursuant to the provisions of the 'insured contract', written agreement, or permit.

**B. GENERAL CONDITIONS**

9. is added

**9. UNINTENTIONAL FAIRLURE TO DISCLOSE HAZARDS**

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

**COMMON POLICY CONDITIONS**

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason

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GECA 701 (01/07)

AGENT COPY

Page 5 of 5

**EXTENSION AGREEMENT**  
**PROJECT NO. BDEMS/10**  
**BACKFLOW TESTING SERVICES**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012**, and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.
3. Notwithstanding Exhibit C, 1., b.,1., for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **TWENTY AND 00/100 DOLLARS (\$20.00)**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDREND-FORTY AND 00/100 DOLLARS (\$4,240.00)**.
4. Notwithstanding Exhibit C, 2. a. and Exhibit E, Additional Work Price List, of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00)** for necessary normal or emergency repair work and replacement parts as may be supplied by the Contractor.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT  
PROJECT NO. BDEMS/10  
BACKFLOW TESTING SERVICES

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

Moreno Valley  
Community Services District

By: *Richard Pickett*  
Title: Financial & Administrative Services  
Director, acting in the capacity of  
Chief Fiscal Officer to the Moreno  
Valley Community Services District

Date: 7/2/12

Contractor: E. R. Block Plumbing

By: *[Signature]*  
Title: (President or Vice President)

Date: 4-13-12

<b><u>INTERNAL USE ONLY</u></b>
ATTEST:  _____ City Clerk
APPROVED AS TO LEGAL FORM: <u><i>Suzanne Bryant</i></u> _____ Deputy City Attorney <u>6-26-12</u> _____ Date
RECOMMENDED FOR APPROVAL: <u><i>[Signature]</i></u> _____ Department Head <u>6/27/12</u> _____ Date

By: \_\_\_\_\_  
Title: Corporate Secretary or  
Assistant Secretary

Date: \_\_\_\_\_

Affix Corporate Seal Below



# CERTIFICATE OF LIABILITY INSURANCE

ERBLO-2

OP ID: SG

DATE (MM/DD/YYYY)

02/28/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 200 San Bernardino, CA 92408 Chuck Shanklin, CIC	909-886-9861	CONTACT NAME: Kennail Goad	
	909-886-2013	PHONE (A/C, No, Ext): 909-474-8770	FAX (A/C, No): 909-886-2013
INSURED E R Block Plumbing 10910 Hole Avenue Riverside, CA 92505		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Golden Eagle Insurance Corp	NAIC # 10836
		INSURER B: Preferred Employers Insurance	10900
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	X	CBP8429805 ✓	03/01/13	03/01/14	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 ✓ MED EXP (Any one person) \$ 5,000 ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COMP/OP AGG \$ 2,000,000 ✓
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	BA8830628	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WKN10325513	09/01/12	09/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓
A	Property Section Special Form R/C		CBP8429805	03/01/13	03/01/14	See below if applies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All Plumbing operations pertaining to named insured for certholder. the City of Moreno Valley and the Moreno Valley Community Services District & Redevelopment Agency of Moreno Valley are add'l insd as respects gen'l liab per GE0602 09/04; add'l insd as respects auto liab per GECA701 01/07.

**Approved**

SMB

3-28-13

By

Date

CERTIFICATE HOLDER

CANCELLATION

CIMOR02

City of Moreno Valley  
Public Works Dept  
Spec Districts Admin  
P O Box 1440  
Moreno Valley, CA 92338

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Policy No: CBP8429805 ✓

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**COMMERCIAL LIABILITY GOLD ENDORSEMENT**

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**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I - COVERAGES**

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**2. Exclusions**

Item 2.g. 2) is replaced with the following:

2.g. 2) A watercraft you do not own that is:

- a) less than 50 feet long; and
- b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph OF 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

**SECTION I - COVERAGES**

**COVERAGE C. MEDICAL PAYMENTS**

*If Medical Payments Coverage is provided under this policy, the following is changed:*

**3. Limits**

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

*The following is added:*

**COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES**

**Insuring Agreement**

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

*Item b. and d. are replaced with:*

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II - WHO IS AN INSURED

*Item 4. is replaced with:*

- 4. Any subsidiaries, companies, corporations, firms or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
  - a) you have the responsibility of placing insurance for such entity; and
  - b) coverage for the entity is not otherwise more specifically provided, and
  - c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under the provision is afforded only under the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

## SECTION III - LIMITS OF INSURANCE

*Paragraph 2 is amended to include:*

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

*Paragraph 6 is replaced with the following:*

- 6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of.

- a. \$500,000 or
- b. The amount shown in the Declarations.

## SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

*Item 2.a. is replaced with:*

### 2. Duties in the Event of Occurrence, Offense, claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
  - 1) How, when and where the "occurrence" or offense took place;
  - 2) The names and addresses of any injured persons and witnesses; and
  - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

*Item 4.b. 1) b) is replaced with:*

### b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

*Item 6. is amended to include:*

### 6. Representations

- 2) If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

*Item 8 is replaced with:*

8. **Transfer of Rights of Recovery Against Others To Us**
- If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
  - If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. **Cancellation Condition**

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. **Liberalization**

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

**SECTION V - DEFINITIONS**

The following definitions are added or changed:

9. **"Insured contract"**

- Is changed to:
- A Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

**A. ADDITIONAL INSUREDS-BY CONTRACT, AGREEMENT OR PERMIT**

- Paragraph 2. under SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:
  - Your ongoing operations performed for that person or organization; or
  - Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

- This endorsement provision A. does not apply:
  - Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury",
  - To "bodily injury" or "property damage" occurring after:
    - All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities.
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
- e. To any person or organization included as an insured under provision B. of this endorsement.
- f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

**B. ADDITIONAL INSURED - VENDORS**

Paragraph 2. under SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
  - b. Any express warranty unauthorized by you.
  - c. Any physical or chemical change in the product made intentionally by the vendor.
  - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products.
  - f. Demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
  - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering info, accompanying or containing such products.





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

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

**AGENDA DATE:** May 14, 2013

**TITLE:** FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-1/10

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### **RECOMMENDED ACTION**

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, ("First Amendment to Agreement for DSG-1/10") with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D-1 (DSG-1 full service level) tracts.
2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare.
3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare for an increase of \$7,757.83 when the First Amendment to the Agreement for DSG-1/10 has been signed by all parties.

### **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. 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 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).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (“Agreement”) for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, 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. Base services are performed on a scheduled rotation basis.

“Additional work” is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, or unscheduled services as allowed per Exhibit E of the Agreement (See Attachment 3 - Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

## **DISCUSSION**

DSG-1/10 is the CSD landscape maintenance Agreement that covers the Zone D full service CSD maintained landscape service areas consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed in the Moreno Valley Community

Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy, adopted by the CSD Board on January 9, 2001, and most recently amended on April 26, 2011.

The Agreement as extended was authorized in the NTE amount of \$66,158.84 (\$61,458.84 for base maintenance services and \$4,700.00 for additional work) for fiscal year (FY) 2012/13.

The base amount of the Agreement is being revised to include additional square footage of planter area along Tracts 31129 (1,185 sq. ft.) and 16769 (3,200 sq. ft.) at the additional work price as listed in the Agreement for an increase in the base amount of the Agreement.

A one-time payment of \$1,804.80 is requested to be paid to the Contractor for some 3,200 sq. ft. of planter landscape maintenance for Tract 16769 that has been maintained in FYs 2010/11 and 2011/12, for which the Contractor was not compensated due to an understated sq. footage amount listed within the Agreement.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13, tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from \$4,700.00 to \$9,500.00 (a \$4,700.00 increase) to cover the cost of additional services to provide labor and materials for irrigation repair services.

This First Amendment to the Agreement for DSG-1/10 will increase the base maintenance cost by \$2,957.83 (\$1,153.03 for the addition of tracts and \$1,804.80 for a one-time payment) and the additional work cost by \$4,800.00 for a total increase of \$7,757.83. These adjustments are consistent with the unit costs identified in the Agreement. Approval of the First Amendment to the Agreement for DSG-1/10 will increase the NTE amount to \$73,916.67 (\$64,416.67 for base maintenance services and \$9,500.00 for additional work) for FY 2012/13.

## **ALTERNATIVES**

1. Approve the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, for Zone D (DSG-1 full service level) tracts in the form attached hereto to provide continuation of landscape maintenance and maintenance related services, authorize the City Manager to execute said First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, and authorize an increase in the purchase order to TruGreen Landcare in the amount of \$7,757.83. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, in the form attached hereto for Zone D (DSG-1 full service level) tracts for continuation of landscape maintenance services, do not authorize the City Manager to execute said First Amendment to the Agreement for DSG-1/10 with TruGreen Landcare, and do not authorize an increase in the purchase order to TruGreen Landcare in the amount of \$7,757.83. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone D-1 (DSG-1) landscape area.*

### **FISCAL IMPACT**

CSD Zone D is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills and pays for parkway, median, and open space landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustment to be made in the General Ledger Account to the Zone D budget to accommodate the First Amendment to the Agreement for DSG-1/10 landscape maintenance services.

Service Area (Zone)	Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments	2012/13 Amended Agreement Total
DSG-1	TruGreen Landcare	5111-30-79-25704-620910	\$ 61,458.84	\$ 4,700.00	\$ 66,158.84	\$ 7,757.83	\$ 73,916.67

### **CITY COUNCIL GOALS**

#### **Community Image and Positive Environment:**

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

### **NOTIFICATION**

N/A

### **ATTACHMENTS**

Attachment 1: First Amendment to the Agreement for DSG-1/10

Attachment 2: Agreement for DSG-1/10 for FY 2010/11 and Extensions to the Agreement for DSG-1/10 for FY's 2011/12, and 2012/13

Attachment 3: Additional Work Price List

Prepared By:  
Sharon Sharp  
Senior Management Analyst

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

Concurred By:  
Candace Cassel  
Special District Division Manager

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

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**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
MAINTENANCE OF PARKWAY & MEDIAN  
LANDSCAPING AND IRRIGATION**

**PROJECT NO. DSG-1/10**

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. DSG-1/10, hereinafter referred to as "Agreement," dated June 23, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of parkway landscaping and irrigation of the identified landscape areas as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 30, 2011 for the 2011/12 Fiscal Year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 9, 2012 for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS the Second Extension Agreement was authorized in the not-to-exceed (NTE) amount of \$66,158.84 (\$61,458.84 for base maintenance services to be paid at a rate of \$5,121.57 on a monthly basis one month in arrears and \$4,700.00 for additional work); and,

**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. DSG-1/10**

WHEREAS, it has been determined that certain tracts and/or additional service areas of existing tracts should be incorporated into the Agreement for DSG-1 and provided said services consistent with available funding in accordance with the terms outlined in the Agreement for maintenance services; and,

WHEREAS it has been determined that the additional service areas to be added to the Agreement should be compensated at the rates as provided for in the Agreement; and,

WHEREAS, it is desirable to amend the Agreement and increase the NTE fee amount of the Second Extension Agreement for the 2012/13 FY to accommodate the addition of certain landscape areas, as more particularly described in Section 1 of this First Amendment to the Agreement; and,

WHEREAS, additional work has been identified that will incur an added cost of \$4,800.00 over the anticipated additional work amount provided for in the Second Extension Agreement, Section 6, which is a provision of Exhibit C, Numeral 2, Letter e. of the Agreement, additional labor and material costs that include, but are not limited to irrigation services and replanting, materials and labor, at the prices listed in Exhibit E, Schedule II, Letter A, Additional Work Price List of the Agreement.

**SECTION 1 FIRST AMENDMENT to the AGREEMENT:**

1.1 Exhibit E of the Agreement is hereby modified to include revisions to the project sites, which are listed on Exhibit "A" to this First Amendment.



**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. DSG-1/10**

1.2 Base Amount. Exhibit C "PAYMENT TERMS" Section 1. b of the Agreement, as applied to the Second Extension Agreement is hereby revised to include the addition of 1,185 sq. ft. of planter along Tract 31129 (1,185 sq. ft. at the additional cost of \$0.0235 per sq. ft. per. month, per the Agreement, Exhibit E, Additional Work Price List, B. 1., for 9 months or an additional \$250.63 for the term of the Second Extension Agreement), and 3,200 sq. ft. of additional planter area in Tract 16769 (3,200 sq. ft. at \$0.0235 per sq. ft., for 12 months or an additional \$902.40). The combined amounts for the added sq. ft. of maintenance for Tract 31129 and 16769 for FY 2012/13 adds an additional amount of \$1,153.03 to the base maintenance service cost of the Second Extension Agreement (from \$61,458.84 to \$62,611.87) for FY 2012/13 as reflected in Exhibit A as attached hereto this First Amendment.

1.3 One Time Payment. In consideration for the sq. ft. maintained in Tract 16769, but not accounted in the Agreement as entered into for FY 2010/11, and the First Extension Agreement, for FY 2011/12, the CSD agrees to pay the Contractor and the Contractor agrees to receive a one-time lump sum payment of \$1,804.80 for 24 months of landscape maintenance service of the 3,200 sq. ft. of parkway area associated with Tract 16769 which contains 10,700 sq. ft. of landscaping for which only 7,500 sq. ft. had been identified in the Agreement and carried through to the First Extension Agreement.

1.4 Additional Work. Notwithstanding Exhibit C., Section 2, Letter E of the Agreement, and Number 6 of the Second Extension Agreement, an increase of \$4,800.00 in the additional work amount from \$4,700.00 to \$9,500.00 to provide for added unanticipated services associated with the landscape and irrigation maintenance services for the DSG-1 service areas.

**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. DSG-1/10**

1.5 The CSD agrees to pay and the Contractor agrees to receive an amended NTE fee of \$73,916.67 (\$62,611.87 for base, \$1,804.80 one-time payment, and \$9,500.00 for additional work) as set forth here in Sections 1.2, 1.3 and 1.4 herein and in accordance with the “TERMS OF PAYMENT” section of the Agreement.

**SECTION 2**

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

**SIGNATURE PAGE TO FOLLOW**

**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. DSG-1/10**

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

Moreno Valley Community Services District

Contractor: TruGreen Landcare

By: \_\_\_\_\_  
Title: City Manager, acting in the capacity of  
District Manager to 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)*

**FIRST AMENDMENT TO AGREEMENT  
FOR INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. DSG-1/10**

**Moreno Valley Community Services District  
Zone DSG-1**

DSG-1	DSG-1	Estimated Turf Sq Ft	Estimated Planter Sq Ft	FY 12/13
12305	12305		722	\$ 202.80
19675	19675		2,550	\$ 716.04
14387/12268	14387/12268		2,712	\$ 761.52
22999	22999	1,800	1,404	\$ 899.64
19529	19529		3,330	\$ 935.04
19496	19496		3,600	\$ 1,010.88
20120	20120	3,500	250	\$ 1,053.00
19142	19142		3,950	\$ 1,109.16
19233	19233		4,960	\$ 1,392.72
19541	19541	5,325		\$ 1,495.20
19141	19141		5,838	\$ 1,639.32
21806	21806	5,975		\$ 1,677.84
21345	21345		6,600	\$ 1,853.28
31268	31268		7,058	\$ 1,981.80
19474	19474		7,240	\$ 2,033.04
12902	12902		7,344	\$ 2,062.20
19533	19533		7,400	\$ 2,077.92
31269	31269		7,450	\$ 2,091.96
16769	16769		10,700	\$ 3,008.40
31424	31424		8,750	\$ 2,457.00
18283	18283		11,388	\$ 3,197.76
31129	31129		13,580	\$ 3,731.11 <sup>1</sup>
32715	32715		12,715	\$ 3,570.36
20197	20197		13,680	\$ 3,841.32
32625	32625		17,826	\$ 5,005.56
30967	30967		18,013	\$ 5,058.00
21597	21597	31,769	1,461	\$ 7,749.00
<b>Totals</b>	<b>Totals</b>			<b>\$62,611.87</b>

<sup>1</sup> The FY 12/13 line item for Tract 31129 reflects 12,395 sq. ft. for 12 months and 1,185 sq. ft. at 9 months at a rate of \$0.0235 per sq. ft.

Exhibit A

Moreno Valley Community Services District  
R.F.P. # DSG-1/10

**INDEPENDENT CONTRACTOR AGREEMENT**

This 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: TruGreen Landcare  
 Address: 1616 Marlborough Ave. Bld. S  
 City: Riverside , Ca 92507  
 Business Phone: 951-688-6880 Fax No.: 951-686-1436  
 Other Contact Number: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Business License Number: 07754  
 Federal Tax I.D. Number: 36-4313318  
 Contractors' License Number & Classification: 774548 C-27, C-61, D-49

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The District's responsibility, other than payment, is 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 Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. 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 not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

- E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, 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 specifications and performance standards provided for in Exhibit "A," 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 any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the 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 Agreement, 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 Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), 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 Agreement. Acceptance of this Agreement 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 its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and 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 Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, 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, sub-Contractor, 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 Agreement 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, RDA, 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 Agreement.

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 Risk Manager prior to the execution of this Agreement. 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 Community Redevelopment Agency of the City of Moreno Valley, 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 Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, 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 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 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 Agreement, 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 Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The 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 Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed



by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

- a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
- b. The District may terminate this Agreement 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 Agreement 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 Agreement. 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 Agreement.

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 Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. 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: TruGreen Landcare  
Riverside, CA 92507  
951-688-6880  
[Telephone number]  
951-686-1436

[Fax number]

With a copy to:

\_\_\_\_\_  
[Attorney for Contractor, if applicable]

\_\_\_\_\_  
[Street Address]

\_\_\_\_\_  
[Post Office Box, if applicable]

\_\_\_\_\_  
[City, State, Zip Code]

\_\_\_\_\_  
[Telephone number]

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

[Fax number]

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

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Daniel Monto  
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

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

Moreno Valley Community Services District

Contractor

By: *Conrad Fluhjahn*  
Mayor, acting in the capacity of  
President of the Board of Directors  
of the Moreno Valley  
Community Services District

By: *Samuel Gendel*  
Title: BRANCH MANAGER

Date: 5-20-10

Date: 6/23/10

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

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

Date: \_\_\_\_\_

**INTERNAL USE ONLY**

ATTEST:

*Janet Halsted*  
City Clerk

APPROVED AS TO LEGAL FORM:

*R*  
City Attorney

6.14.10

Date

RECOMMENDED FOR APPROVAL:

*Clay*  
Department Head

6/15/10

Date

Attachments

Project No. DSG-1/10  
R.F.P. # DSG-1/10  
EXHIBIT A

1. 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 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, Contract Exhibit A.
- b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune 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 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 that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this 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 Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

- a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.
- b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

- c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the 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) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are 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 methods 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 approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so 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" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved 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 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	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date 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, contractor shall submit a proposed make-up day for the Director's approval.

### 3. FUNCTIONS AND RESPONSIBILITIES

- a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to 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 Agreement. 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 maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. 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, two-way radio, pager, or car 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.

e. 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 facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- |                             |  |
|-----------------------------|--|
| 1. City Manager             | 5. Special Districts Division Manager  |
| 2. Director of Public Works | 6. Landscape Districts Program Manager |
| 3. Police Department        | 7. Senior Landscape Services Inspector |
| 4. Fire Department          | 8. Landscape Services Inspector        |
|                             | 9. Street Maint. Supervisor            |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. 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. 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 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 interest 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 proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

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. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. 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) 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., paragraph a.
- 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. above.
- c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the 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, 2003 (or most current) 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 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 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) 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 of the General Provisions may result in contract termination, per Agreement, Section J.

8. USE OF CHEMICALS

- a. Before the beginning of the contract period, the Contractor shall submit a list 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 approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).
- 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 Public Works Department of the City of Moreno Valley.
- d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: 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). 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 that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of 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 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. Throughout the period of work on 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 \$25.00 per calendar day (or portion thereof) for each workman 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

- a. 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.
- b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

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, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # DSG-1/10  
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

- a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
- c. 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.
- d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
- e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
- f. Mowing height for cool season grasses shall not exceed three inches (3")
- g. 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.
- h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
- i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
- j. Whenever trees occur in turf areas, a six inch (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.

- k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
- l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.
- m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.
- n. Aeration:
  - 1. All turf areas shall be aerated two (2) times annually;
  - 2. Aeration shall be done in the spring and fall, or as directed by District field staff;
  - 3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½”), and a penetration depth of at least two inches (2”). There shall be no more than six inches (6”) between tines;
  - 4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
  - 5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
  - 6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.
- o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

- a. All trees are to be maintained in a manner that will promote normal, healthy growth.
- b. 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., paragraphs a., and b.



- c. 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.
- d. Any tree shall be pruned at any time in order to:
  1. Remove dead, diseased, or damaged branches;
  2. Remove unwanted encroachments into public and/or utility rights-of-way;
  3. Correct any condition which the Director has deemed to be hazardous.
- e. Trees up to eighteen feet (18') in height shall:
  1. Be pruned to enable successful adaptation to their particular site situation;
  2. Have no more than one-third (1/3) of living branches removed annually;
  3. Be fertilized only as directed by District field staff.
- f. Trees over eighteen feet (18') in height shall:
  1. Be inspected annually;
  2. Pruned and/or trimmed as necessary to maintain proper site orientation;
  3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
  4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
- g. Pruning tools shall:
  1. Be kept properly sharpened, and in proper working order;
  2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

- h. The following practices shall not be allowed:
  - 1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
  - 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
  - 3. Use of pruning paint/pruning compound/wound dressing;
  - 4. Use of climbing spurs or gaffs.
- i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
- j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.
- k. 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.
- l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

### 3. SHRUB CARE

- a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- b. 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').
- c. 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.
- d. Any shrub shall be pruned and/or trimmed at any time in order to:
  - 1. Remove dead, diseased, or damaged branches;
  - 2. Remove unwanted encroachments into public and/or utility rights-of-way;

3. Correct any condition which the Director has deemed to be hazardous.
- e. Shrubs shall be pruned:
1. To enable successful adaptation to their particular site situation;
  2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
  3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- f. Pruning tools shall:
1. Be kept properly sharpened, and in proper working order;
  2. 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.
- g. The following practices shall not be allowed:
1. 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.
  2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
  3. Use of pruning paint/pruning compound/wound dressing.
- h. Fertilization: See Technical Provisions - Fertilization, Section 2., paragraphs a. through e., below.
- i. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.
4. GROUND COVER CARE
- a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
  - b. For the purposes of these Specifications, 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').

- c. Ground covers shall be pruned/trimmed at any time in order to:
  - 1. Remove dead, diseased, or damaged branches/crowns;
  - 2. 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);
  - 3. Correct any condition which the Director has deemed to be hazardous.
  
- d. Ground covers shall be pruned/trimmed/renovated:
  - 1. To enable successful adaptation to their particular site situation;
  - 2. In accordance with accepted practices for the particular species in question;
  - 3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
  
- e. Pruning tools shall:
  - 1. Be kept properly sharpened, and in proper working order;
  - 2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
  
- f. 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.
  
- g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.
  
- h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

5. WEED CONTROL

- a. All weeds shall be continuously controlled at all sites.
- b. 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.
- c. 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; non-landscaped portions of sites, as determined by the Director.
- d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
- e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.
- f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

- a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. 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.
- b. 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. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; 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.

The Contractor is required to furnish a full-time (40 hours/week-52 weeks/year) irrigation technician/specialist, equipped with a truck, and the tools, equipment, and materials necessary to fulfill these irrigation specifications.

- c. For the purposes of these Special Provisions, 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 up to the amount of 11 percent of the Contractor’s monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.
- d. 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., paragraph a.
- e. 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.
- f. Automatic irrigation systems shall:
  - 1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;
  - 2. Be turned off during periods of rainfall, or as directed by District field staff;
  - 3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
- g. Manually operated irrigation systems shall:
  - 1. Be operated only when Contractor’s personnel are present on site;
  - 2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;
  - 3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- h. 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.

- i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

- a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
- b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.
- c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.
- e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.
- f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. 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.
- g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

8. GREENWASTE RECYCLING

- a. 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.
- b. 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 performance of contract’s Scope of Work.
- c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract’s Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
- d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor’s Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor’s Scope of Work.
- e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.



R.F.P. # DSG-1/10  
TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

- a. 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 1000 sq. ft.	
			Lbs. of Actual N	Amt. of Fertilizer
JAN	-	-	-	-
FEB	1	22-0-6**	1.0	4.5 lbs
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	1	22-5-5*	1.25	5.7 lbs
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	1	22-5-5*	1.25	5.7 lbs
	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

\*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

\*\*22-0-6/SCOTT'S® PROTURF® + Pre-emergent Weed Control or approved equal. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

- b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- c. Humus base fertilizers to be applied by drop spreader only.
- d. 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).
- e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
- f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.
- g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

- a. All shrubs and ground covers shall be fertilized as per Table II. 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 1000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
APR	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

- b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

- a. 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., paragraph a.
- a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
  - 1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
  - 2. Absolutely no injecting or drilling into tree trunk will be allowed.
  - 3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
  - 4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

R.F.P. # DSG-1/10  
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

- a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.
- b. 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 Agreement.
- c. 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.
- d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so 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.
- e. 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.

2. REPORTING SPECIFICATIONS

- a. 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 that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
- b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.
- b. A five (5) working day written notice shall be given to the Director 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.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. 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 annually, as determined by the Director.
2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass  
Kikuyu Grass  
Nutsedge  
Field Bindweed  
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:
  - Agapanthus africanus;
  - Aptenia sp.;
  - Gazania sp.;
  - Hemerocallis sp.
2. Snails shall be controlled on an as needed basis on all other plant material.
3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being 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., paragraph a.
2. The Director may require that 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., paragraph a.
3. The Director may require that 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., paragraph a.
4. The Director may require that 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., paragraph a.
5. 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., paragraph a.

d. 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 limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.
2. 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.
3. 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 2., paragraph a.

b. Insect and Disease Control

1. 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.
2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. 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 limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE



EXHIBIT B  
District Responsibilities

1. CONTRACT SUPERVISION

- a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his 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, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

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.

Project No. DSG-1/10  
R.F.P. # DSG-1/10  
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

- a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.
- b. 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 \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$\_\_\_\_\_.\_\_) per month, one (1) month in arrears, on the last day of the month. The total contract amount for \_\_\_\_\_ ( ) months shall not exceed \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$\_\_\_\_\_.\_\_), except as provided for in Section 2., paragraph c. below.
- c. 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 work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional 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 Additional Work Price List, Sections A., B., or 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 authorization from the District.

- b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for 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 of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., 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, Additional Work Price List, Section A. 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 operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.
- 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 Special 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 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 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of 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 current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. DSG-1/10  
R.F.P. # DSG-1/10  
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

- a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.
- b. At the expiration of its term, the Contract may be extended for up to four 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 Agreement, 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 verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

- d. At the expiration of its term, the Contract may, with the concurrence of both parties, 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 Agreement, 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 Community Services District. 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 Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approvals have been denied.

**SCHEDULE I**

**ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES**

1. COMPANY NAME: Trugreen LandCare

TYPE

- Sole proprietor \_\_\_\_\_
- Partnership ✓
- Corporation \_\_\_\_\_

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 1616 Marlborough Ave Bldg S  
Riverside, CA 92507

SATELLITE OFFICE (if applicable): \_\_\_\_\_

3. CONTRACTOR LICENSE INFORMATION

• LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548 / C27, C-61, D-49  
Trugreen LandCare a general Partnership

• NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10

• LICENSE EXPIRATION DATE: ~~2/25/10~~<sup>mm</sup> 8-16-10

• CURRENT LICENSE STATUS: Active

• PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: no

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

5. NAME AND TITLE OF COMPANY OFFICERS:

<u>Rick Ascolese</u>	<u>President &amp; CEO</u>
<u>Bun Bromkamp</u>	<u>West Division Vice President</u>
<u>Mark Wesel</u>	<u>Region Vice President</u>
<u>Manny Mendes</u>	<u>Branch Manager</u>

- 6. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES: 40 years through acquisitions
- 7. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 40 years through acquisitions
- 8. CURRENT LANDSCAPE MAINTENANCE OPERATIONS  
THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED BY ANSWERING THIS QUESTION (QUESTION 8.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

- TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 126
- PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 51.
- TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: 5,220,000 Yearly Basic Maintenance
- PUBLIC AGENCY PERCENTAGE OF TOTAL MAINTENANCE CONTRACT VALUE: 25%

• NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

- SUPERVISORS: 6 AVERAGE SALARY RANGE: \$45,600 / yr. + V.R.
- TECHNICIANS: 10 AVERAGE WAGE SCALE: \$ 14.00 /Hr.\*
- FOREMEN: 36 AVERAGE WAGE SCALE: \$ 12.00 /Hr.\*
- LABORERS: 80 AVERAGE WAGE SCALE: \$ 9.50 /Hr.\*

\*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - this is a prevailing wage project

• TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

• MOTOR VEHICLES

- TYPE: PickUps F150 +1500 NUMBER: 15
- TYPE: Stake Bed Trucks F250 450 NUMBER: 22
- TYPE: Dumptrucks F450 NUMBER: 9
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_

• POWER EQUIPMENT

- TYPE: Gas Mowers NUMBER: 84
- TYPE: Blowers NUMBER: 48
- TYPE: Hedge Trimmers NUMBER: 47
- TYPE: Weed Eaters NUMBER: 50

9. REFERENCES

• **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

• REFERENCE INFORMATION FURNISHED MUST INCLUDE:

- NAME AND ADDRESS OF AGENCY;
- NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
- CONTRACT NAME(S) / NUMBER(S);
- ANNUAL CONTRACT AMOUNT(S);
- NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
- LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
- LENGTH OF CONTRACT(S).

• **THE FOLLOWING QUESTIONS WILL BE ASKED OF EACH REFERENCE SUBMITTED IN RESPONSE TO THIS QUESTIONNAIRE:**

- Number of contracts / years under contract?;
- Scope of contract(s)? Acreage(s)? Location(s)?;
- Contract amount(s)?;
- Adequate (quantity/quality) staffing?;
  - Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?;
  - Ability to comprehend /speak English?;
  - Appearance/Uniforms/Safety Equipment?;
  - Additional personnel available for extra work/special projects?;
- Equipment in good working order?;
- Effective in-company communications system?;
- Knowledge of project/contract standard?;
- Ability to respond to complaints / requests in a timely fashion?;
- Willingness to resolve questions / disputes / deficiencies short of “formal” sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?;
- Accurate & timely billing / invoicing?;
- Contract(s) successfully completed to term?;
- Would you accept future proposals/bids from this firm?.



References:

1. City of Rancho Cucamonga  
9153 9<sup>th</sup> Street  
Rancho Cucamonga CA 91730  
Don Gentry (909) 477-2700  
December 1999 to Present  
\$1,689,160.05 Annually  
Square Footage: 150 Acres  
Areas Serviced: LMD's throughout the City.
  
2. Jurupa Community Services District  
11201 Harrel Street  
Mira Loma CA 91752  
Ross Johnson (951) 685-7434  
September 2006 to Present  
\$761,082.00 Annually  
Square Footage: 56 Acres  
Areas Serviced: LMD's throughout the City.
  
3. City of Banning  
5261 W. Wilson  
Banning CA 92220  
Duane Burke (951) 922-3138  
September 2005 to Present  
\$31,000.00 Annually  
Square Footage: 2.5 Acres.  
Areas Serviced: City Hall, Aquatic Center, Police Stations

**PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE**

**Facilities:**

List location/address of facility(ies) from which work crews and equipment will be dispatched.

1616 Marlborough #5  
Riverside CA 92507

**Equipment:**

List equipment to 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.

**Motor Vehicles**

Ford F350 Stake Bed Truck Maintenance  
Ford F150 Pick Up Irrigator

**Turf Maintenance Power Equipment/Tools**

1 36" Mower  
1 21" Mower  
2 Hedge Trimmers.  
2 Blowers.  
2 Weed Eaters.  
1 Gas Edger.

**Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools**

(list both powered and hand equipment/tools)

1- Vermeer 1800 Chipper  
1- Vermeer Stump Grinder

**Equipment (cont.)**

**Irrigation System Maintenance Equipment**

(List both powered and hand equipment/tools)

*Rainmaster a Pro Max remote controls.*

**Fertilizer Application Equipment**

(List both powered and hand equipment/tools)

*Lesco Spreader  
Belly Grinder*

**Pesticide Application Equipment**

(List both powered and hand equipment/tools)

*Lesco Backpack Sprayer.*

**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.

**General Landscape Maintenance**

(List labor, and administrative and field supervisory personnel - include any relevant education, certification, licensing information for each person listed)

- (S) Conrado Sigala Area Manager
- (S) Lori Ledesma Office Admin.
- (S) Miguel Uribe Foreman
- (S) Salvador Gonzales Labor
- (S) Juan Velasquez Labor

**Tree Trimming/Maintenance**

(Include any ISA or equivalent certified personnel)

- (S) Rafael Gomez ISA Certified

**Irrigation System Maintenance**

(List technical personnel - include any relevant education, certification, licensing information for each person listed)

- (S) Ramiro Ibarra Irrigation Tech.

**Pesticide Application**

(List licensed and/or certified personnel - all non-licensed, non-certified personnel must have received verifiable annual training)

- Manny Mendes Branch Manager BIAL 34366
- Ray Velasquez Safety Coordinator BIAL 37234

**PROPOSED PROJECT WORK SCHEDULES**

On the following two pages are blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in contract Exhibit A. Use additional sheets as necessary to provide a full, and comprehensive response.

**MONTHLY SCHEDULE SHEET**

1. List all tasks specified to be performed on a weekly or monthly basis for the DSG-1 area in the box corresponding to the day of the week/month you propose to do them. List man-hours estimated to complete each task.
2. Be sure to include administrative work 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.

**ANNUAL SCHEDULE SHEET**

1. List all tasks specified to be performed for the DSG-1 area 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 you propose to do them. List man-hours estimated to complete each task.
2. Be sure to include any administrative work 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.

**PROPOSED PROJECT WORK SCHEDULES  
DSG-1/10 MONTHLY SCHEDULE SHEET**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>WEEK #1</b> Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding + Spraying 3 men 24 hours Irrigator 8 hours	Blowing Walkways Mowing Edging Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Trash Pick Up Blowing Walkways 4 men 32 hrs. Irrigator 8 hrs. Job Walks + Meet City Inspector 1 hr.	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours
<b>WEEK #2</b> Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Blowing Sidewalks Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Trash Pick Up Blowing Detail 4 men 32 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours
<b>WEEK #3</b> Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Blowing Sidewalks Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Trash Pick Up Blowing Sidewalks 4 men 32 hours Meet City Inspector 1 hour Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours
<b>WEEK #4</b> Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Blowing Sidewalks Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Trash Pick Up Blowing Sidewalks 4 men 32 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours

**PROPOSED PROJECT WORK SCHEDULES**  
**DSG-1/10 ANNUAL SCHEDULE SHEET**

<b>JANUARY</b>	<b>FEBRUARY</b> 22-0-6 Scott's Pro-Turf 21-3-5 <sup>or</sup> Best Turf w/Dimensional 3 Hrs.	<b>MARCH</b>
<b>APRIL</b> Humus Base Fertilizer 23-5-10 Best Poly Supreme Shrubs & Ground Cover  -Aeration 40 hrs.	<b>MAY</b>	<b>JUNE</b> 22-5-5 Best Turf Gold 3 Hrs.
<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b> 23-5-10 Best Poly Supreme Shrubs & Ground Cover
<b>OCTOBER</b> 22-5-5 Best Turf Gold 3 Hrs.  -Aeration 40 hrs.	<b>NOVEMBER</b>	<b>DECEMBER</b>

**PROPOSED ANNUAL MATERIAL SCHEDULE**

**Fertilizers:**

List fertilizers to be furnished to execute work tasks specified in contract Exhibit A. Specify 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.

<u>TYPE</u>	<u>ESTIMATED ANNUAL AMOUNT</u>	<u>ESTIMATED ANNUAL COST</u>
- Best Turf Supreme w/ Dimension	1000 lbs.	\$ 600 <sup>00</sup>
- Scotts <sup>or</sup> Pro-Turf		\$ 840 <sup>00</sup>
- Best Turf Gold	2000 lbs.	
- Best Poly Supreme	2000 lbs.	\$ 750 <sup>00</sup>

**Pesticides:**

List pesticides to be furnished to execute work tasks specified in contract Exhibit A. Specify type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.) and brand name, estimated amount of each type/brand to be supplied annually, and 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.

<u>TYPE/BRAND NAME</u>	<u>ESTIMATED ANNUAL AMOUNT</u>	<u>ESTIMATED ANNUAL COST</u>
Riverdale Razor-Pro		\$ 350
Fusilade - Grass Control		\$ 200
Zeneca - XL-20 pre-emergent		\$ 1500



**COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING**

**Communications:**

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

*In Field 6:00 am - 5:00 pm Area Manager Cell Phone*  
*Office 8:00 am - 5:00 pm Office Staff*  
*After Hours 5:00 pm - 8:00 am Answering Service (Emergency #)*

**Traffic Safety:**

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full, and comprehensive response.

*Thyssen Work Zone Safety Program that all employees need to be certified (Safety Coordinator Ray Velasquez) does weekly inspections and tailgate safety meetings. Traffic cones and arrow boards are used as needed.*

**Communications/Traffic Safety/Greenwaste Recycling (cont.)**

**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 (see Appendix E. of project contract documents). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste you generate from your operations on the project. If you plan 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.

*CR & R Waste Management*

*P.O. Box 206*

*Stanton CA 90680*

*800-755-8112*

*Burtec Industries*

*P.O. Box 7166*

*Buena Park CA 90622*

*909-786-0639*

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned proffer herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	n/a	

**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 the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, 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 Manny Mendes

PRINTED NAME Manny Mendes

TITLE Branch Manager

COMPANY NAME Truquest LandCare

DATE 1-13-10

**PROPOSAL AFFIRMATION**

With regard to the information provided hereinabove (Proposal Schedule A), 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 TruGreen LandCare, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare 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 SIGNED**

SIGNATURE(S) Manny Mendes

PRINTED NAME(S) Manny Mendes

TITLE(S) Branch Manager

COMPANY NAME TruGreen LandCare

DATE \_\_\_\_\_

**SCHEDULE II**

**BID SCHEDULE**

PROPOSER: TRUGREEN LANDSCAPE  
(Company Name)

<u>SITE</u>	<u>COST PER MONTH</u>	<u>TOTAL COST FOR 12 MONTHS</u>
1. Tr 12305 ✓	\$ 16.90	\$ <u>202.80</u>
2. Tr 12773 ✓	\$ 323.06	\$ <u>3876.72</u>
3. Tr 12902 ✓	\$ 171.85	\$ <u>2062.20</u>
4. Tr 14387 ✓	\$ 63.46	\$ <u>761.52</u>
5. Tr 16769 ✓	\$ 175.50	\$ <u>2106.00</u>
6. Tr 18283 ✓	\$ 266.48	\$ <u>3197.76</u>
7. Tr 19141 ✓	\$ 136.61	\$ <u>1639.32</u>
8. Tr 19142 ✓	\$ 92.43	\$ <u>1109.16</u>
9. Tr 19210 ✓	\$ 216.92	\$ <u>2603.04</u>
10. Tr 19233 ✓	\$ 116.06	\$ <u>1392.72</u>
11. Tr 19474 ✓	\$ 169.42	\$ <u>2033.04</u>
12. Tr 19496 ✓	\$ 84.24	\$ <u>1010.88</u>
13. Tr 19529 ✓	\$ 77.92	\$ <u>935.04</u>
14. Tr 19533 ✓	\$ 173.16	\$ <u>2077.92</u>
15. Tr 19541 ✓	\$ 124.60	\$ <u>1495.20</u>
16. Tr 19675 ✓	\$ 59.67	\$ <u>716.04</u>
17. Tr 19862 ✓	\$ 206.04	\$ <u>2472.48</u>
18. Tr 19912 ✓	\$ 274.95	\$ <u>3299.40</u>
19. Tr 19937 ✓	\$ 488.83	\$ <u>5865.96</u>
20. Tr 20120 ✓	\$ 87.75	\$ <u>1053.00</u>
21. Tr 20197 ✓	\$ 320.11	\$ <u>3841.32</u>
22. Tr 20404 ✓	\$ 845.63	\$ <u>10,147.56</u>

R.F.P. # DSG-1/10  
EXHIBIT E - cont.

<u>SITE</u>	<u>COST PER MONTH</u>	<u>TOTAL COST FOR 12 MONTHS</u>
23. Tr 20718 ✓	\$ 538.30	\$ <u>6459.60</u>
24. Tr 20941 ✓	\$ 224.64	\$ <u>2695.68</u>
25. Tr 21113 ✓	\$ 285.48	\$ <u>3425.76</u>
26. Tr 21345 ✓	\$ 154.44	\$ <u>1853.28</u>
27. Tr 21597 ✓	\$ 777.58	\$ <u>9330.96</u>
28. Tr 21737 ✓	\$ 91.73	\$ <u>1100.76</u>
29. Tr 21806 ✓	\$ 139.82	\$ <u>1677.84</u>
30. Tr 22999 ✓	\$ 74.97	\$ <u>899.64</u>
31. Tr 28882 ✓	\$ 491.00	\$ <u>5892.00</u>
32. Tr 20579 ✓	\$ 486.30	\$ <u>5835.60</u>
33. Tr 21333 ✓	\$ 1275.30	\$ <u>15,303.60</u>
34. Tr 22371 ✓	\$ 417.55	\$ <u>5010.60</u>
35. Tr 10191/18468 ✓	\$ 254.38	\$ <u>3052.56</u>
36. Tr 19080 ✓	\$ 474.80	\$ <u>5697.60</u>
37. Tr 31269-1 ✓	\$ 1023.12	\$ <u>12,277.44</u>
38. Tr 31268 ✓	\$ 165.15	\$ <u>1981.80</u>
39. Tr 30967 ✓	\$ 421.50	\$ <u>5058.00</u>
40. Tr 32018 ✓	\$ 264.55	\$ <u>3174.60</u>
41. Tr 31257 ✓	\$ 624.45	\$ <u>7493.40</u>
42. Tr 31424 ✓	\$ 204.75	\$ <u>2457.00</u>
43. Tr 32625 ✓	\$ 417.13	\$ <u>5005.56</u>
44. Tr 31269 ✓	\$ 174.33	\$ <u>2091.96</u>
45. Tr 22889 ✓	\$ 384.65	\$ <u>4615.80</u>
46. Tr 31591 ✓	\$ 384.80	\$ <u>4617.60</u>
47. Tr 31129 ✓	\$ 290.04	\$ <u>3480.48</u>
48. Tr 32715 ✓	\$ 297.53	\$ <u>3570.36</u>
<b>TOTALS</b>	\$ <u>14,829.88</u>	\$ <u>177,958.60</u>

R.F.P. # DSG-1/10  
EXHIBIT E – cont.

Total Proposal Amount in  
figures: \$ 177,958 and 60 /100's Dollars

Total Proposal Amount in  
words: One hundred seventy-seven thousand nine and sixty /100's Dollars  
hundred fifty-eight

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). 2 has/have been received and is/are made a part of this proposal.

*Hannel Mendes* 1-14-10  
(AUTHORIZED SIGNATURE AND TITLE) (DATE)



**ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

**UNIT PRICES**

1.	Pop-up sprink. In place:	4"	@	\$	<u>9.00</u>	ea
		6"	@	\$	<u>13.00</u>	ea
		12"	@	\$	<u>20.00</u>	ea
2.	Pop-up gear drive sprink. in place:	4"	@	\$	<u>17.00</u>	ea
		12"	@	\$	<u>30.00</u>	ea
3.	Fixed Shrub sprink. In place:		@	\$	<u>6.00</u>	ea
4.	Fixed shrub gear drive sprink. In place:		@	\$	<u>15.00</u>	ea
5.	1 gal. shrub/vine/ground cover in place		@	\$	<u>8.00</u>	ea
6.	5 gal. shrub/vine/ground cover in place		@	\$	<u>25.00</u>	ea
7.	5 gal. tree in place (stakes incl)		@	\$	<u>32.00</u>	ea
8.	15 gal. tree in place (stakes incl)		@	\$	<u>80.00</u>	ea
9.	24" box tree in place (stakes incl)		@	\$	<u>275.00</u>	ea
10.	36" box tree in place (guy wires incl)		@	\$	<u>675.00</u>	ea
11.	Flat of ground cover in place		@	\$	<u>23.00</u>	ea
12.	Planter bed mulch in place		@	\$	<u>38.00</u>	1cu. yd
13.	Additional labor		@	\$	<u>30.00</u>	/man hour
14.	Additional supervision		@	\$	<u>45.00</u>	/man hour
15.	Additional Irrigation Technician		@	\$	<u>60.00</u>	/man hour

PROPOSER: \_\_\_\_\_

TRUGREEN Landcare  
 (Company Name)

R.F.P. # DSG-1/10  
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15:  
FROM PREVIOUS PAGE) \$ 1401.00

**ROUTINE IRRIGATION REPAIR PRICES**

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = \$ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.0235 /sq. ft./mo.

2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.02 /sq. ft./mo.

TOTAL COST SECTION B:  
ITEMS 1 & 2 ABOVE = \$ 0.0435

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = \$ 1611.1935

PROPOSER: Truegreen Landcare  
(Company Name)

R.F.P. # DSG-1/10  
EXHIBIT E - cont.

**CONTRACT PROPOSAL**

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he 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 on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

**TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):**

One hundred seventy-seven thousand, nine hundred fifty-eight and sixty/100's dollars  
(Dollar Amount in Words)

\$ 177,958.60  
(Dollar Amount in Figures)

**TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):**

One thousand, six hundred-eleven and nineteen/100's dollars  
(Dollar Amount in Words)

\$ 1611.1935  
(Dollar Amount in Figures)

**TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:**

One hundred seventy-nine thousand, five hundred sixty-nine and seventy-nine/100's dollars  
(Dollar Amount in Words)

\$ 179,569.79  
(Dollar Amount in Figures)

Date: 1-14-10

Proposer: TRUGREEN LANDSCAPE  
(Company Name)

By: Samuel Gander  
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 / C-27, D-49, C-61

If a corporation, complete the following:  
INCORPORATED UNDER LAWS OF THE STATE OF \_\_\_\_\_

(Corporate Seal) PRESIDENT \_\_\_\_\_  
SECRETARY \_\_\_\_\_

R.F.P. # DSG-1/10  
EXHIBIT E - cont.

**AFFIRMATION OF PROPOSAL GUARANTEE**

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or 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 1-14-10

Signature of Proposer Manuel Mendes

By Theresa Landcraft

Address of Proposer 1616 Marlborough #S  
Riverside CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Firm:

\_\_\_\_\_

\_\_\_\_\_ (If a Corporation)

Signature of Proposer Manuel Mendes

By MANUEL MENDES

Title Branch Manager

Business Address 1616 Marlborough Ave Bldg S  
Riverside, CA 92507

R.F.P. # DSG-1/10  
EXHIBIT E – cont.

**Affirmation of Proposal Guarantee (cont.)**

Incorporated Under Laws of the State of Delaware <sup>mm</sup> CALIFORNIA

State License Number and Classification 774548 / C27

PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

(Corporate Seal)

# TRUGREEN LandCare<sup>sm</sup>

## DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contracts for R. F. P. #DSG - 1/10, Maintenance of Parkway Landscaping and Irrigation entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on January, 11, 2011.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,  
Its: General Partner

By:   
Thomas E. Courtney  
Vice President & Associate General Counsel

Dated: January 11, 2010

STATE OF TENNESSEE }  
COUNTY OF SHELBY }

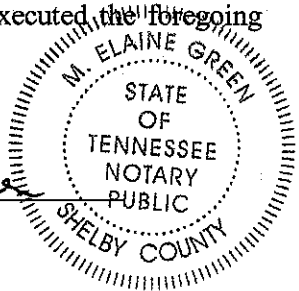
Before me, M. Elaine Green, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 11<sup>th</sup> day of January, 2010.

MY COMMISSION EXPIRES  
November 20, 2011

My Commission Expires: \_\_\_\_\_

M. Elaine Green  
Notary Public



BOND NO.: 015030152

**FAITHFUL PERFORMANCE BOND**  
**PROJECT NO. DSG 1/10**

**MAINTENANCE OF STREETScape LANDSCAPING AND IRRIGATION**

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen LandCare, a California General Partnership, hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated July 1, 20 10, and identified as PROJECT NO. DSG 1/10 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred Seventy Seven Thousand Nine Hundred Fifty Eight & 60/100 dollars (\$ 177,958.60) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his 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 alteration thereof made as therein provided on his 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 hold 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.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in 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 specifications.

**RISK MANAGEMENT**  
**Approved**

M. Mayo 6-7-10  
By Date

FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on May 21, 20 10.

PRINCIPAL

SURETY

Name: TruGreen LandCare, a California General Partnership

Name: Liberty Mutual Insurance Company *A(XV)CA*

Address: 1616 Marlborough, Bldg. S  
Riverside, CA 92507

Address: 175 Berkeley Street  
Boston, MA 02116

Telephone Number: (951) 688-6880

Telephone Number: (610) 832-8257

By: *Cynthia Farrell*

By: *Vivian Carti*

Title: Attorney-In-Fact

Title: Attorney-In-Fact

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

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

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

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

Approved as to form this 14 day of June, 2010

*[Signature]*

City Attorney, in the Capacity of General Legal Counsel to the Moreno Valley Community Services District

**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

**RISK MANAGEMENT  
Approved**

*M. Alonzo 6-7-10*  
By Date



BOND NO.: 015030152

MATERIALS AND LABOR BOND  
PROJECT NO. DSG1/10

**MAINTENANCE OF STREETScape LANDSCAPING AND IRRIGATION**

KNOW ALL MEN BY THESE PRESENTS,

THAT TruGreen LandCare, a California General Partnership, as Principal, and Liberty Mutual Insurance Company <sup>ACADE</sup> as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of One Hundred Seventy Seven Thousand Nine Hundred Fifty Eight and 60/100 dollars (\$ 177,958.60) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 21 day of May, 20 10.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to perform the maintenance activities for PROJECT NO. DSG 1/10, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth.

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

MATERIALS & LABOR BOND - cont.

WITNESS our hands this 21 day of May, 2010

PRINCIPAL

SURETY

Name: TruGreen LandCare, a California General Partnership

Name: Liberty Mutual Insurance Company A(XV)CA

Address: 1616 Marlborough, Bldg. S  
Riverside, CA 92507

Address: 175 Berkeley Street  
Boston, MA 02116

Telephone Number: (951) 688-6880

Telephone Number: (610) 832-8257

By: Cynthia Farrell

By: Vivian Carti

Title: Attorney-In-Fact

Title: Attorney-In-Fact

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

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

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

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

Approved as to form this 14<sup>th</sup> day of June, 2010.

[Signature]  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

**RISK MANAGEMENT  
Approved**

M. Alonzo 6-7-10  
By \_\_\_\_\_ Date \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of New York

County of     New York    

On     May 21, 2010     before me,     Evangelina L. Dominick      
    , Notary Public, personally appeared     Vivian Carti    

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

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

WITNESS my hand and official seal.

(seal)

Signature     Evangelina L. Dominick    

EVANGELINA L. DOMINICK  
Notary Public State of New York  
01D04769474  
Qualified in Westchester County  
Term Expires January 31,     2011

**Power of Attorney**

The ServiceMaster Company, ("ServiceMaster"), a Delaware corporation of 860 Ridge Lake Boulevard, Memphis, TN 38120, Federal Employer Identification Number 36-3858106, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon Corporation, ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds up to \$1,000,000 issued on behalf of ServiceMaster and any of ServiceMaster's subsidiaries.

<u>Aon Employee</u>	<u>Aon Subsidiary</u>
Annette M. Leuschner	Aon Risk Services, Inc. Of New York
Cynthia Farrell	Aon Risk Services, Inc. Of New York
Vivian Carti	Aon Risk Services, Inc. Of New York
Sandra Diaz	Aon Risk Services, Inc. Of New York
Susan Welsh	Aon Risk Services, Inc. Of Illinois
Linda Iser	Aon Risk Services, Inc. Of Illinois
Charlene Nakamura	Aon Risk Services, Inc. Of Southern California Insurance Services
KeAna Conrad	Aon Risk Services, Inc. Of Southern California Insurance Services

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days notice.


This Power of Attorney shall include the following direct and indirect subsidiaries of ServiceMaster and any and all direct and/or indirect subsidiaries that are acquired or formed by the ServiceMaster after the execution of this Power of Attorney:

<u>Entity</u>	<u>Federal Employer Identification Number</u>
American Home Shield Corporation.....	13-2686654
AmeriSpec, Inc. ....	62-1685957
Furniture Medic Limited Partnership.....	36-4094002
InStar Services Group, L.P. ....	61-1407824
Merry Maids Limited Partnership.....	47-0718233
ServiceMaster Residential/Commercial Services Limited Partnership.....	36-3747477
SM Clean L.L.C. ....	06-1668984
The ServiceMaster Company.....	36-3858106
The Terminix International Company Limited Partnership.....	36-3478837
TruGreen Limited Partnership d/b/a TruGreen ChemLawn.....	36-3734669
TruGreen LandCare L.L.C. or TruGreen LandCare, a California General Partnership.....	36-4313318
TruGreen Companies, LLC .....	36-4313320
TruGreen Inc. ....	36-3734601
ServiceMaster Consumer Services, Inc. ....	36-3729225

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained herein.

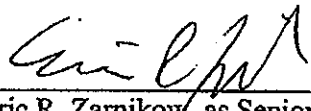
Dated: 8/17/07

The ServiceMaster Company

By:   
Cristen L. Kogl, as Vice President,  
Deputy General Counsel &  
Corporate Secretary

Dated: 8/17/07

The ServiceMaster Company.

By:   
Eric R. Zarnikow, as Senior Vice President  
and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

On this 17<sup>th</sup> day of August, 2007 before me personally appeared Cristen L. Kogl and Eric R. Zarnikow, known to me to be the Vice President, Deputy General Counsel & Corporate Secretary and Senior Vice President and Treasurer of The ServiceMaster Company and known to me to be the persons who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17<sup>th</sup> day of August, 2007.

  
Notary Public

My commission expires: 8/16/2010



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.

LIBERTY MUTUAL INSURANCE COMPANY ALXJCA  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, HALINA KAZMIERCZAK, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK**

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 the penal sum not exceeding **FIFTY MILLION AND 00/100\*\*\*\*\*** DOLLARS (\$ **50,000,000.00\*\*\*\***) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to 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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 16th day of February 2010

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 16th day of February, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 21st day of May, 2010



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.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/21/2009

**PRODUCER**  
Aon Risk Services Central, Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

**INSURED**  
TruGreen LandCare, LLC  
860 Ridge Lake Blvd  
Memphis TN 38120 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE: (866) 283-7122 FAX: (847) 309-5360 **2009 JAN 27 PM 12:28**

**INSURERS AFFORDING COVERAGE**

INSURER A:	Zurich American Ins Co <i>A(W)CA</i>	NAIC #	16535
INSURER B:	National Union Fire Ins Co of Pittsburgh	NAIC #	19445
INSURER C:	<i>A(W)CA</i>		
INSURER D:			
INSURER E:			

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYY)	POLICY EXPIRATION DATE (MMDDYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO293865604	01/01/09	01/01/12	EACH OCCURRENCE	\$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$3,000,000
						GENERAL AGGREGATE	\$5,000,000
						PRODUCTS - COMP/OP AGG	Included
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	BAP2938657-04	01/01/09	01/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	BE2227065 Umbrella	01/01/09	01/01/10	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293865404 AOS WC293865504 WI	01/01/09	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
						OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000

*JK MANAGEMEN*  
Approved

*m. Ulong 1-30-09*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 RE: TruGreen LandCare, LLC Branch No. 0228 City of Moreno Valley is included as an Additional Insured under the general liability per the attached CG2010 0704 and CG2037 0704 and Automobile Liability policies. This coverage is provided by written contract. Waiver of subrogation applies to General Liability, Automobile Liability and workers' compensation.

**RECEIVED**

**CERTIFICATE HOLDER**  
City of Moreno Valley  
Attn: Stuart Sheldon  
14325 Frederick Street, Suite 9  
Moreno Valley CA 92552 USA

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**  
*Aon Risk Services Central, Inc.*

**JAN 20 2009**

**RISK MANAGEMENT**

ACORD 25 (2001/08)

Certificate No. 570032712624









**EXTENSION AGREEMENT**  
**PROJECT NO. DSG-1/10**  
**MAINTENANCE OF LANDSCAPING AND IRRIGATION**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TRUGREEN LANDCARE** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 23, 2010 referencing Project No. DSG-1/10 regarding landscaping and irrigation maintenance (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012**.
2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be the first of four possible extensions of the Agreement.
3. Notwithstanding Exhibit C paragraph 1(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **SIX THOUSAND SEVENTY-FIVE AND 50/100 DOLLARS (\$6,075.50)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-TWO THOUSAND NINE HUNDRED SIX AND 40/100 DOLLARS (\$72,906.40)**.
4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
  - a. Additional parkway areas, turf (trees up to 18-foot height, as applicable). **\$ 0.02/sq. ft./mo.**
  - b. Additional parkway areas, planters (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.0235/sq. ft./mo.**
5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$4,600.00)**.
6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

Dated: 6/20/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: *Michelle Anderson*  
for City Manager, acting in the capacity  
of District Manager to the Moreno  
Valley Community Services District

CONTRACTOR:

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Company Name

*Manuel Mendes*  
Signature  
  
MANUEL MENDES  
Printed Name  
  
BRANCH MANAGER  
Title

(Corporate Seal)

<b>INTERNAL USE ONLY</b>	
ATTEST:	
_____ City Clerk	
APPROVED AS TO LEGAL FORM:	
<u><i>Signature</i></u> City Attorney	
<u>6-28-11</u> Date	
RECOMMENDED FOR APPROVAL:	
<u><i>Signature</i></u> Department Head	
<u>6/28/11</u> Date	

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/21/2009

**PRODUCER**  
Aon Risk Services Central, Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

PHONE: (866) 283-7122 FAX: (847) 309-5300

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CITY OF MORENO VALLEY  
SPECIAL DISCOUNT

**INSURED**  
TruGreen LandCare, LLC  
860 Ridge Lake Blvd  
Memphis TN 38120 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co (X) CA	16535
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	(X) CA	
INSURER D:		
INSURER E:		

**COVERAGES**  
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0293865604	01/01/09	01/01/12	EACH OCCURRENCE	\$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$3,000,000
						GENERAL AGGREGATE	\$5,000,000
						PRODUCTS - COMP/OP AGG	Included
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	BAP2938657-04	01/01/09	01/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		<b>EXCESS /UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	BE2227065 Umbrella	01/01/09	01/01/10	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293865404 AOS WC293865504 WI	01/01/09 01/01/09	01/01/12 01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
		OTHER					

JK MANAGE. Approved

M. Uloz 1-30-09

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 RE: TruGreen LandCare, LLC - Branch No. 6223 City of Moreno valley is included as an Additional Insured on the General Liability per the attached CG2010 0704 and CG2037 0704 and Automobile Liability policies in the contract. Waiver of subrogation applies to General Liability, Automobile Liability and workers' compensation.

**CERTIFICATE HOLDER**  
City of Moreno Valley  
Attn: Stuart sheldon  
14325 Frederick Street, suite 9  
Moreno Valley CA 92552 USA

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Aon Risk Services Central, Inc.

RECEIVED

JAN 28 2009

RISK MANAGEMENT









**EXTENSION AGREEMENT**  
**PROJECT NO. DSG-1/10**  
**MAINTENANCE OF LANDSCAPING AND IRRIGATION**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and TruGreen Landcare, (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 23, 2010, referencing Project No. DSG-1/10 for the maintenance of parkway and median landscaping and irrigation systems associated with certain tracts within the District's Zone D service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.
3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension in the total amount of **FIVE THOUSAND ONE HUNDRED TWENTY-ONE AND 57/100 DOLLARS (\$5,121.57)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-ONE THOUSAND FOUR HUNDRED FIFTY-EIGHT AND 84/100 DOLLARS (\$61,458.84)**.
4. Services per the terms of the Agreement and for this Extension Agreement term will be provided to those tracts as identified on Exhibit A attached here with this Extension Agreement.
5. Notwithstanding Exhibit E, Section B. Additional Work Price List, of the Agreement, the unit costs set forth therein shall be for any landscape areas added to the project during the period of this Extension, which shall be as follows:
  - a. Additional parkway areas, turf (trees up to 18-foot height, as applicable). **\$0.02/sq.ft./mo.**
  - b. Additional parkway areas, planters (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.02/sq. ft./mo.**

EXTENSION AGREEMENT  
PROJECT NO. DSG-1/10  
MAINTENANCE OF LANDSCAPING AND IRRIGATION

6. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$4,700.00)**.
7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT  
PROJECT NO. DSG-1/10  
MAINTENANCE OF LANDSCAPING AND IRRIGATION

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

Moreno Valley  
Community Services District

Contractor: TruGreen Landcare

By: Michelle Dawson  
Title: City Manager, Acting in the capacity of  
District Manager to the Moreno Valley  
Community Services District

By: [Signature]  
Title: (President or Vice President)  
Tim Martinez, Region Manager

Date: 7/9/12

Date: 5/28/12

**INTERNAL USE ONLY**

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]  
deputy City Attorney

7-9-12

Date

RECOMMENDED FOR APPROVAL:

[Signature]  
Department Head

7/10/12

Date

By: \_\_\_\_\_  
Title: Corporate Secretary or  
Assistant Secretary

Date: \_\_\_\_\_  
Affix Corporate Seal Below

BOND NO. 015030152

DUPLICATED ORIGINAL

PREMIUM \$ 615.00

EFFECTIVE: 07/01/12-06/30/13

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

**PROJECT NO. DSG-1/10  
R.F.P. NO. DSG-1/10  
MAINTENANCE OF PARKWAY  
LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen LandCare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated June 30, 2010, and identified as **PROJECT NO. DSG-1/10** 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 Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of Sixty One Thousand Four Hundred Fifty Eight and 84/100 dollars, (\$61,458.84), (words and figures) 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 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 City and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District 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)**

**BOND NO. 015030152**

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June, 2012.

**CONTRACTOR (Principal)**

**SURETY**

Name: TruGreen LandCare, a California General Partnership

Name: Liberty Mutual Insurance Company

Address: 1616 Marlborough Ave, Bldg S, Riverside, CA 92507

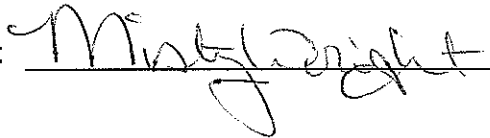
Address: 790 The City Drive South, Ste. 200 Orange, CA 92868

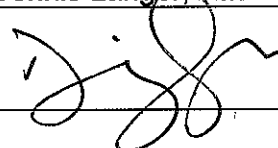
Telephone No: 951-688-6880

Telephone No: 714-634-3311

Print Name: Misty Wright, Attorney-In-Fact

Print Name: Dennis Langer, Attorney-In-Fact

Signature: 

Signature: 

Approved as to Form this

9th day of JULY 2012

  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

- 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 ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 before me, YALONDA M. EUBANK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

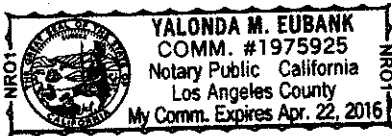
personally appeared Misty Wright  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xx subscribed to the within instrument and acknowledged to me that xx/she/xxx executed the same in ~~xx/her/xxx~~ authorized capacity(ies), and that by ~~xx/her/xxx~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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 *Yalonda M. Eubank*  
Signature of Notary Public YALONDA M. EUBANK



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bond No.: 015030152

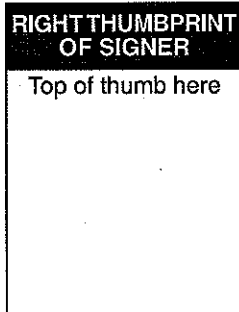
Document Date: JUNE 26, 2012 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

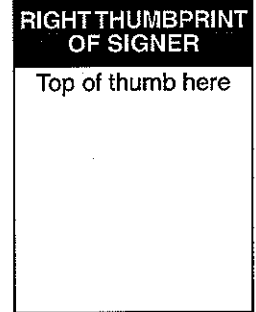
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 before me, YALONDA M. EUBANK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

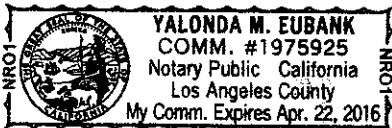
personally appeared DENNIS LANGER  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~xxx~~ subscribed to the within instrument and acknowledged to me that ~~xx/~~he/~~xxx~~ executed the same in ~~xxx/~~her/~~xxx~~ authorized capacity(~~xxx~~), and that by ~~xx/~~her/~~xxx~~ signature(~~x~~) on the instrument the person(x), or the entity upon behalf of which the person(x) 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 *Yalonda M. Eubank*  
Signature of Notary Public YALONDA M. EUBANK



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

# TRUGREEN LandCare

## POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

### EMPLOYEE

### LOCATION

Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

### SUBSIDIARIES

### FEDERAL EMPLOYER IDENTIFICATION NUMBER


TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873



IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

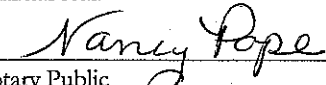
By:   
Vidyadhar Kulkarni, President & CEO

*(Signature to be notarized)*

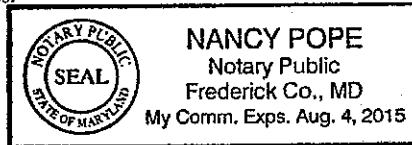
STATE OF MARYLAND}  
COUNTY OF FREDERICK}

On this 17<sup>th</sup> day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainor, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless 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 Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER,

all of the city of LOS ANGELES, state of CALIFORNIA 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 5th day of March, 2012.



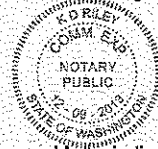
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: *Gregory W. Davenport*  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 5th day of March, 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 Company, Peerless 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, West American Insurance Company and Peerless 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 attorney-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, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of JUN 26 2012.



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.

**BOND NO. 015030152**

**DUPLICATED ORIGINAL**

**PREMIUM \$ Included In Performance Bond**

**EFFECTIVE: 07/01/12-06/30/13**

**LABOR AND MATERIALS BOND  
(100% of Total Contract Amount)**

**PROJECT NO. DSG-1/10  
R.F.P. NO. DSG-1/10  
MAINTENANCE OF PARKWAY  
LANDSCAPING AND IRRIGATION**

**KNOW ALL MEN AND WOMEN BY THESE PRESENTS:**

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen Landcare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated June 23, 2010, and identified as **PROJECT NO. DSG-1/10** 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 Liberty Mutual Insurance Company, 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 Sixty One Thousand Four Hundred Fifty Eight and 84/100 dollars, (\$ 61,458.84 ) (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.

**BOND NO. 015030152**

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June 2012.

**CONTRACTOR (Principal)**

**SURETY**

Name: TruGreen LandCare, a California General Partnership

Name: Liberty Mutual Insurance Company

Address: 1616 Marlborough Ave, Bldg S, Riverside, CA 92507

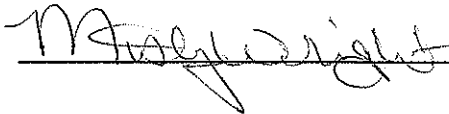
Address: 790 The City Drive South, Ste. 200 Orange, CA 92868

Telephone No: 915-688-6880

Telephone No: 714-634-3311

Print Name: Misty Wright, Attorney-In-Fact

Print Name: Dennis Langer, Attorney-In-Fact

Signature: 

Signature: 

Approved as to Form this

9th day of July 2012

  
deputy  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

- 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 ACKNOWLEDGMENT

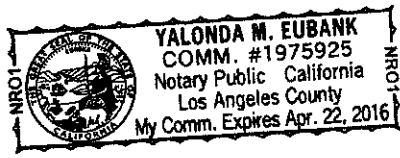
STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 before me, YALONDA M. EUBANK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared Misty Wright  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that ~~xx/she/xxx~~ executed the same in ~~xxx/her/xxx~~ authorized capacity(ies), and that by ~~xx/her/xxx~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.



Place Notary Seal Above

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 Yalonda M. Eubank  
Signature of Notary Public YALONDA M. EUBANK

## OPTIONAL

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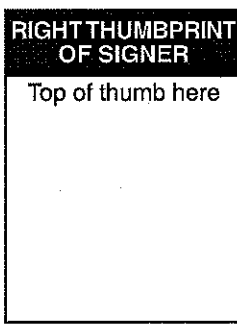
Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

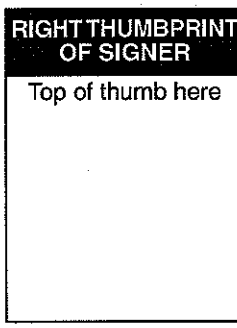
### Capacity(ies) Claimed by Signer(s)

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 before me, YALONDA M. EUBANK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

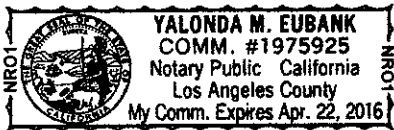
personally appeared DENNIS LANGER  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that ~~xx/she/xxx~~ executed the same in ~~xxx/her/xxx~~ authorized capacity(ies) and that by ~~xxx/her/xxx~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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 *Yalonda M. Eubank*  
Signature of Notary Public YALONDA M. EUBANK



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bond No.: 015030152

Document Date: JUNE 26, 2012 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# TRUGREEN LandCare

## POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

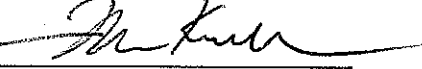
This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

<u>SUBSIDIARIES</u>	<u>FEDERAL EMPLOYER IDENTIFICATION NUMBER</u>
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17th day of May, 2012

**TruGreen LandCare L.L.C.**

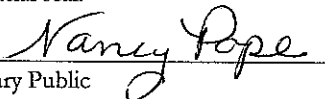
By:   
Vidyadhar Kulkarni, President & CEO

*(Signature to be notarized)*

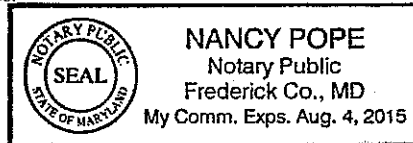
STATE OF MARYLAND;  
COUNTY OF FREDERICK;

On this 17<sup>th</sup> day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainer, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:





THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5217823

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. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless 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 Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER,

all of the city of LOS ANGELES state of CALIFORNIA 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 5th day of March, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 5th day of March, 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 Company, Peerless 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, West American Insurance Company and Peerless 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 attorney-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, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUN 26 2012 day of 2012.



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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2013 6/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1340830 TruGreen LandCare, L.L.C. 9416 Doctor Perry Road Ijamsville MD 21754	<b>INSURER A:</b> Zurich American Insurance Company <i>At(xv)</i> NAIC # 16535	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES** TRULA01 D6 **CERTIFICATE NUMBER:** 11855056 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input checked="" type="checkbox"/> LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	BAP 4783594 01	4/29/2012	4/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			W/C STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

## RISK MANAGEMENT

Approved

*Mr. Alonzo 6-27-12*

**CERTIFICATE HOLDER** **CANCELLATION** See Attachment

By  11855056 City of Moreno Valley 14177 Frederick Street PO Box 88005 Moreno Valley CA 92552	Date  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

**Additional Insured - Automatic - Owners, Lessees Or Contractors**

**ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4783593 01 ✓	4/29/2012	4/29/2013	4/29/2012			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** TruGreen Landcare, L.L.C.

**A. Section II - Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

**B.** The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

**C.** However, regardless of the provisions of Paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:

- a. That is not provided to you in this policy; or
- b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

- a. The Limits of Insurance provided to you in this policy; or
- b. The Limits of Insurance you are required to provide in the written contract or written agreement.

**D.** The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

**U-GL-1175-C CW (07/10)**

**Page 1 of 2**

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

U-GL-1175-C CW (07/10)

Page 2 of 2

Attachment Code: D464000  
Certificate ID: 11855056



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2013

6/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C No.):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> TruGreen LandCare, LLC 1342002 9416 Doctor Perry Road Ijamsville MD 21754	<b>INSURER A:</b> Zurich American Insurance Company <i>AGNYA</i>		<b>NAIC #</b> 16535
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES** TRULA01 D6 **CERTIFICATE NUMBER:** 11855056 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	N	GLO 4783593 01 ✓	4/29/2012	4/29/2013	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 ✓ MED EXP (Any one person) \$ XXXXXXXX ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 10,000,000 ✓ PRODUCTS - COM/PROP AGG \$ 2,000,000 ✓ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX ✓ BODILY INJURY (Per person) \$ XXXXXXXX ✓ BODILY INJURY (Per accident) \$ XXXXXXXX ✓ PROPERTY DAMAGE (Per accident) \$ XXXXXXXX ✓ \$ XXXXXXXX ✓
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX ✓ AGGREGATE \$ XXXXXXXX ✓ \$ XXXXXXXX ✓
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 4783592 01	4/29/2012	4/29/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓

**RISK MANAGEMENT Approved**  
*M. Belmont 6-21-12*

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

CITY OF MORENO VALLEY  
 SPECIAL AGENT  
 2012 JUN 25 PM 2:44

**CERTIFICATE HOLDER****CANCELLATION****11855056**
 City of Moreno Valley  
 14177 Frederick Street  
 PO Box 88005  
 Moreno Valley CA 92552

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: GLO 4783593-00 ✓  
ENDORSEMENT NO.: 1

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO478359301 ✓	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, LLC  
Address (including ZIP Code): 860 Ridge Lake Boulevard  
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

R.F.P. # DSG-1/10  
EXHIBIT E - cont.

**ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

- A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

**UNIT PRICES**

1.	Pop-up sprink. In place:	4"	@	\$	<u>9.00</u>	ea
		6"	@	\$	<u>13.00</u>	ea
		12"	@	\$	<u>20.00</u>	ea
2.	Pop-up gear drive sprink. in place:	4"	@	\$	<u>17.00</u>	ea
		12"	@	\$	<u>30.00</u>	ea
3.	Fixed Shrub sprink. In place:		@	\$	<u>6.00</u>	ea
4.	Fixed shrub gear drive sprink. In place:		@	\$	<u>15.00</u>	ea
5.	1 gal. shrub/vine/ground cover in place		@	\$	<u>8.00</u>	ea
6.	5 gal. shrub/vine/ground cover in place		@	\$	<u>25.00</u>	ea
7.	5 gal. tree in place (stakes incl)		@	\$	<u>32.00</u>	ea
8.	15 gal. tree in place (stakes incl)		@	\$	<u>80.00</u>	ea
9.	24" box tree in place (stakes incl)		@	\$	<u>275.00</u>	ea
10.	36" box tree in place (guy wires incl)		@	\$	<u>675.00</u>	ea
11.	Flat of ground cover in place		@	\$	<u>23.00</u>	ea
12.	Planter bed mulch in place		@	\$	<u>38.00</u> /cu. yd	
13.	Additional labor		@	\$	<u>30.00</u> /man hour	
14.	Additional supervision		@	\$	<u>45.00</u> /man hour	
15.	Additional Irrigation Technician		@	\$	<u>60.00</u> /man hour	

PROPOSER: \_\_\_\_\_

Trugreen Landcare  
(Company Name)

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15:  
FROM PREVIOUS PAGE) \$ 1401.00

**ROUTINE IRRIGATION REPAIR PRICES**

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = \$ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.0235 /sq. ft./mo.

2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.02 /sq. ft./mo.

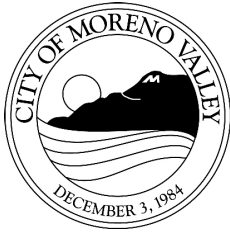
TOTAL COST SECTION B:  
ITEMS 1 & 2 ABOVE = \$ 0.0435

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = \$ 1611.1935

PROPOSER: TruGreen Landcare  
(Company Name)





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

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

**AGENDA DATE:** May 14, 2013

**TITLE:** FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION PROJECT NO. DSG-2/12-13

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### **RECOMMENDED ACTION**

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, ("First Amendment to the Agreement for DSG-2/12-13") with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D-2 (DSG-2 reduced service level) tracts.
2. Authorize the City Manager to execute the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc.
3. Authorize adjustments in the purchase orders (POs) to Mariposa Landscapes, Inc. for a decrease in the PO for base maintenance services of \$1,498.44 and an increase of \$7,100.00 for additional work, for a net change to the Agreement of \$5,601.56, when the First Amendment to the Agreement for DSG-2/12-13 has been signed by all parties.

**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. 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 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).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, 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. Base services are performed on a scheduled rotation basis.

"Additional work" is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, and fertilizer applications as allowed per Exhibit E of the Agreement (See Attachment 3 - Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

## **DISCUSSION**

DSG-2/12-13 is the CSD landscape maintenance Agreement that covers the Zone D reduced service CSD maintained landscape service areas. Service levels are consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed in the Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy, as adopted by the CSD Board on January 9, 2001, and most recently amended on April 26, 2011.

The Agreement was authorized in the NTE amount of \$165,884.00 (\$155,784.00 for base maintenance services and \$10,100.00 for additional work) for fiscal year (FY) 2012/13.

In FY 2012/13, Tract 21616 was transitioned from turf grass to planter maintenance, as a result of receiving an Eastern Municipal Water District (EMWD) grant to reduce water consumption, which has a lower maintenance cost. This change requires the base maintenance cost of the Agreement to be adjusted from \$155,784.00 to \$154,285.56 for a reduction of \$1,498.44 in the base maintenance amount.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13 tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from \$10,100.00 to \$17,200.00 (a \$7,100.00 increase) to cover the cost of additional services to provide labor and materials for irrigation repairs and replanting services.

This First Amendment to the Agreement for DSG-2/12-13 will reduce the total base maintenance cost by \$1,498.44 and increase the additional work cost by \$7,100.00 for a net increase of \$5,601.56. These adjustments are consistent with the costs identified in the Agreement. Approval of the First Amendment to the Agreement for DSG-2/12-13 will increase the NTE amount to \$171,485.56 (\$154,285.56 for base maintenance services and \$17,200.00 for additional work) for FY 2012/13.

## **ALTERNATIVES**

1. Approve the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc. for Zone D (DSG-2 reduced level) tracts in the form attached hereto to provide continuation of landscape maintenance and maintenance related services, authorize the City Manager to execute said First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc., and authorize adjustments in the purchase orders to Mariposa Landscapes, Inc. for a reduction of \$1,498.44 in the base maintenance PO and an increase of \$7,100.00 in the additional work PO. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc. for Zone D (DSG-2 reduced level) tracts in the form attached hereto for continuation of landscape maintenance and maintenance related services; do not authorize the City Manager to execute said First Amendment to the Agreement for DSG-2/12-13 with Mariposa Landscapes, Inc., and do not authorize adjustments in the purchase orders to Mariposa Landscapes, Inc., for a reduction of \$1,498.44 in the base maintenance PO and an increase of \$7,100.00 in the additional work PO. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone D (DSG-2) landscaped areas where Agreements require amending.*

### **FISCAL IMPACT**

CSD Zone D services are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills and pays for parkway and median, landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustments to be made in the General Ledger Account to the Zone D budget to accommodate the First Amendment to the Agreement for DSG-2/12-13 for landscape maintenance services.

Service Area (Zone)	Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments <sup>1</sup>	2012/13 Amended Agreement Total
DSG-2	Mariposa Landscapes, Inc.	5111-30-79-25704-620910	\$ 155,784.00	\$ 10,100.00	\$ 165,884.00	\$ 5,601.56	\$ 171,485.56

<sup>1</sup> DSG-2's Agreement Adjustment includes a \$1,498.44 reduction in the base amount as a result of a reduction of sq. footage maintained. The proposed Amendment for additional work for DSG-2 is a \$7,100.00 increase.

### **CITY COUNCIL GOALS**

#### **Community Image and Positive Environment:**

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

### **NOTIFICATION**

N/A

**ATTACHMENTS**

Attachment 1 – First Amendment to the Agreement for DSG-2/12-13

Attachment 2 – Agreement for DSG-2/12-13

Attachment 3 – Additional Work Price List

Prepared By:  
Sharon Sharp  
Senior Management Analyst

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

Concurred By:  
Candace 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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**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
MAINTENANCE OF PARKWAY & MEDIAN  
LANDSCAPING AND IRRIGATION**

**PROJECT NO. DSG-2/12-13**

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Mariposa Landscapes, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. DSG-2/12/13 PROJECT NO. DSG-2/12-13, hereinafter referred to as "Agreement," dated July 10, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for the DSG-2 areas as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of \$165,884.00 (\$155,784.00 for base maintenance services to be paid at a rate of \$12,982.00 per month, one month in arrears and \$10,100.00 for additional work); and,

WHEREAS, on July 30, 2012, a notification letter was submitted to the Contractor that 3,670 sq. ft. of parkway turf had been converted to planter material, which adjusted the Agreement from \$165,884.00 to \$164,385.56 (a reduction in the base maintenance from \$155,784.00 to \$154,285.56); and,

**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. DSG-2/12-13**

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require a \$7,100.00 increase in the Agreement's additional work allocation from \$10,100.00 to \$17,200.00, to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor.

**SECTION 1 FIRST AMENDMENT to the AGREEMENT:**

1.1 Total Contract Amendment from \$165,884.00 to \$171,485.56 (\$154,285.56 for base maintenance services, to be paid at a rate of \$12,857.13 per month, one month in arrears and \$17,200.00 for additional work).

1.1.a. Base Amount: Base amount was reduced from \$155,784.00 to \$154,285.56 by \$1,498.44.

1.1.b. Additional Work: Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E. from \$10,100.00 to \$17,200.00, an increase of \$7,100.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

**SECTION 2**

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

**SIGNATURE PAGE TO FOLLOW**



**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. DSG-2/12-13**

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

Moreno Valley Community Services District

Contractor: Mariposa Landscapes, Inc.

By: \_\_\_\_\_  
Title: City Manager, acting in the capacity of  
District Manager to the Board of Directors  
of the Moreno Valley Community Services  
District

By: *[Signature]*  
Title: (President or Vice President)

Date: \_\_\_\_\_

Date: 04-25-13

<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: *[Signature]*  
Title: Corporate Secretary or Assistant  
Secretary  
(If applicable)

Date: 04-25-13

Affix Corporate Seal Below  
(If applicable)



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**INDEPENDENT CONTRACTOR AGREEMENT**  
 RFP NO. DSG-2/12-13  
 PROJECT NO. DSG-2/12-13  
 MORENO VALLEY COMMUNITY SERVICES DISTRICT  
 ZONE D  
 MAINTENANCE OF PARKWAY & MEDIAN  
 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	<u>Mariposa Landscapes, Inc.</u>
Street Address	<u>15529 Arrow Hwy.,</u>
Street Address	<u></u>
City, State, Zip	<u>Irwindale, CA 91706</u>
Mailing Address	<u></u>
(If same as Street Address, write same or same as above)	<u>Same</u>
Business Phone (with area code)	<u>(626) 960-3809</u>
Cell or Mobile Phone (with area code)	<u></u>
Other Contact Number (with area code)	<u>(909) 429-2546</u>
Fax Number	<u></u>
Email Address	<u></u>
Social Security Number	<u></u>
Business License Number	<u></u>
Federal Tax ID Number	<u></u>
Contractor's License Number & Classification	<u>592268/ C-27, A, C61/D49</u>

**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, 2012 and the Contract Ending Date is June 30, 2013. 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 specification 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, 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/District/Housing Authority 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  
Public Works 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

By: Michelle Dawson  
Title: City Manager, acting in the capacity of  
District Manager to the Board of  
Directors of the Moreno Valley  
Community Services District

Date: 7/10/12

Contractor

By: Jay King  
Title: (President or Vice President)

Date: June 25, 2012

**INTERNAL USE ONLY**

ATTEST:

Jane Halden  
City Clerk

APPROVED AS TO LEGAL FORM:

Suparna Bapat  
City Attorney  
Date: 7-9-12

RECOMMENDED FOR APPROVAL:

[Signature]  
Department Head  
Date: 7/9/12

By: [Signature]  
Title: Corporate Secretary or Assistant  
Secretary  
(If applicable)

Date: June 25, 2012

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.**

**FAITHFUL PERFORMANCE BOND**

**PROJECT NO. DSG-2/12-13**

Page 10

**BOND NO. 024040136**

**PREMIUM \$ 1092.00**

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

**RFP NO. DSG-2/12-13**

**PROJECT NO. DSG-2/12-13**

**MORENO VALLEY COMMUNITY SERVICES DISTRICT**

**ZONE D**

**MAINTENANCE OF PARKWAY & MEDIAN**

**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 Mariposa Landscapes, Inc., 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. DSG-2/12-13**, 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 One Hundred Fifty Five Thousand Seven Hundred Eight Four and 00/100 dollars, (\$ 155,784.00), 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 CSD, 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 CSD in such suit, including a reasonable attorney fee to be fixed by the court.

RFP NO. DSG-2/12-13

Page 11

BOND NO. 024040136

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)**

BOND NO. 024040136

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26th day of June 2012.

CONTRACTOR (Principal)

SURETY

Contractor Name: Mariposa Landscapes, Inc.

Name: Safeco Insurance Company of America

Address: 15529 Arrow Highway

Address: 790 The City Drive South, Suite 200

Irwindale, CA 91706

Orange, CA 92868

Telephone No.: 626-960-0196

Telephone No.: 714-634-5716

Print Name: Terry Noriega

Print Name: Jeffrey R. Gryde

Attorney-in-Fact

Signature: *Terry Noriega*

Signature: *Jeffrey R. Gryde*

Approved as to Form this

9<sup>th</sup> day of JULY 2012

*Stephanie Bryant*  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

*Deputy*

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.

Jurat

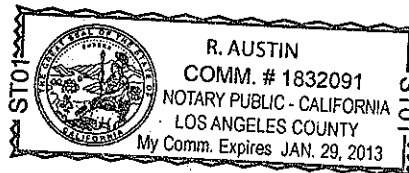
State of California  
County of Los Angeles

On, June 27, 2012, before me, Terry Noriega President – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

Signature R. Austin  
R. Austin – Notary Public # 1832091



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5316504

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. \_\_\_\_\_

First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, JEFFREY R. GRYPDE,

all of the city of LAGUNA NIGUEL, state of CALIFORNIA 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 12th day of April, 2012



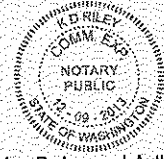
First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 12th day of April, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, 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-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which 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 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.

**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 First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America 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 26th day of June, 2012.



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.

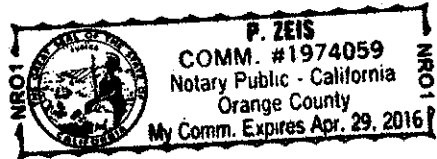
# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of Orange

On June 26, 2012 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 *Jeffrey R. Gryde*

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
_____	(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	
<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 _____

### 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 to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



BOND NO. 024040136

PREMIUM \$ Included

**LABOR AND MATERIALS BOND  
(100% of Total Contract Amount)**

**RFP NO. DSG-2/12-13  
PROJECT NO. DSG-2/12-13  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
ZONE D  
MAINTENANCE OF PARKWAY & MEDIAN  
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 Mariposa Landscapes, Inc., 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. DSG-2/12-13, 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 Safeco Insurance Company of America, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for

One Hundred Fifty Five  
Thousand Seven Hundred  
Eight Four and 00/100

the City of Moreno Valley, County of Riverside in the penal sum of \$155,784.00 dollars, (\$ 155,784.00 ) (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 Moreno Valley Community Services District and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District in such suit, including reasonable attorney fees to be fixed by the court.

**BOND NO. 024040136**

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.

**{SIGNATURE PAGE FOLLOWS}**

BOND NO. 024040136

WITNESS our hands this 26th day of June, 2012.

PRINCIPAL

SURETY

Name: Mariposa Landscapes, Inc.

Name: Safeco Insurance Company of America

Address: 15529 Arrow Highway

Address: 790 The City Drive South, Suite 200

Irwindale, CA 91706

Orange, CA 92868

Telephone Number: 626-960-0196

Telephone Number: 714-634-5716

By: [Signature]

By: [Signature]

Title: President

Title: Jeffrey R. Gryde, Attorney-in-Fact

By: [Signature]

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

Title: Secretary

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

Approved as to form this 9th day of JULY, 2012.

[Signature]  
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)).

Jurat

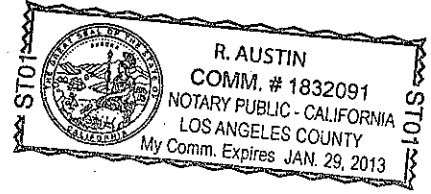
State of California  
County of Los Angeles

On, June 27, 2012, before me, Terry Noriega President and Antonio Valenzuela Secretary - Mariposa Landscapes, Inc.,  
Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

Signature *R. Austin*  
R. Austin - Notary Public # 1832091



**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.

5316505

Certificate No. \_\_\_\_\_

First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, JEFFREY R. GRYPDE,

all of the city of LAGUNA NIGUEL, state of CALIFORNIA 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 12th day of April, 2012.



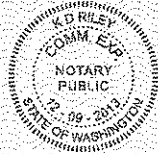
First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 12th day of April, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, 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-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which 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 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.

**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 First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America 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 26th day of June, 20 12.



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.

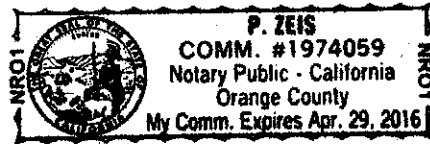
# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

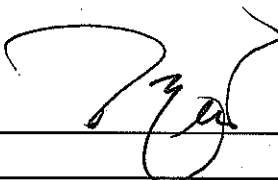
State of California  
County of Orange

On June 26, 2012 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

DESCRIPTION OF THE ATTACHED DOCUMENT	
(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	
<input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer <div style="text-align: center; font-size: small;">(Title)</div> <input type="checkbox"/> Partner(s) <input checked="" type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be 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

**EXHIBIT A**  
RFP NO. DSG-2/12-13  
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
ZONE D  
MAINTENANCE OF PARKWAY & MEDIAN  
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 Board of Directors of the Moreno Valley Community Services District 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 20, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, 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 Director of Public Works 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 Specification 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 Specification 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. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. 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. 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 in advance 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 Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director

- C. 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.
- D. 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. 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.
- E. 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. Director of Public Works
  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 Exhibit A, 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, 2010 (or most current) 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 Exhibit A 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 Section 3, paragraph J of the Independent Contractor 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 list as referenced in Exhibit A, Section 8, Paragraph A. 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 Public Works 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 and the Community Services District of the City of Moreno Valley (CSD). 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 or CSD 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 CSD 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 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. 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 the 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 Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

## 17. TECHNICAL SPECIFICATION PROVISIONS

### A. TURF CARE

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 Specification Provisions - Fertilization, Section 18.
  13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.
  14. Aeration:
    - (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, 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 Specification 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 Specification 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 Specification Provisions – Pesticide Use, Section 19.
13. Failure to adhere to the Technical Specification 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 Specification Provisions - Fertilization, Section 18.
9. Pest control: See Technical Specification Provisions -Pesticide Use, Section 19.
10. Failure to adhere to the Technical Specification 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 Specification 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 Specification Provisions - Fertilization, Section 18.
8. Pest control: See Technical Specification Provisions -Pesticide Use, Section 19.
9. Failure to adhere to the Technical Specification 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 Specification 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 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 Specifications 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 herein

Exhibit A, Section 17, letter G, 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 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 Appendix C) as an element of Contractor's Monthly Report, 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 Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4



## 18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

### A. TURF FERTILIZATION

- Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule 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.

- Humus base fertilizers to be applied by drop spreader only.
- 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).
- Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
- Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
- Written notification is required to Director five (5) working days prior to fertilizer application.

### B. SHRUB & GROUND COVER FERTILIZATION

- Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground

cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule 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 fertilizers are to be of indicated analysis or better

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

\*\*Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks 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 Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification is required to Director five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and 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 Section 8. – Use of Chemicals. Any changes to said list shall be reported per 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 Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

## 19. TECHNICAL SPECIFICATION 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 in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.
  - (b) Appropriate chemical control must be used on the following weeds.
    - Bermuda Grass
    - Kikuyu Grass
    - Nutsedge
    - Field Bindweed
    - Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary.

- (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.

## 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

#### 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.

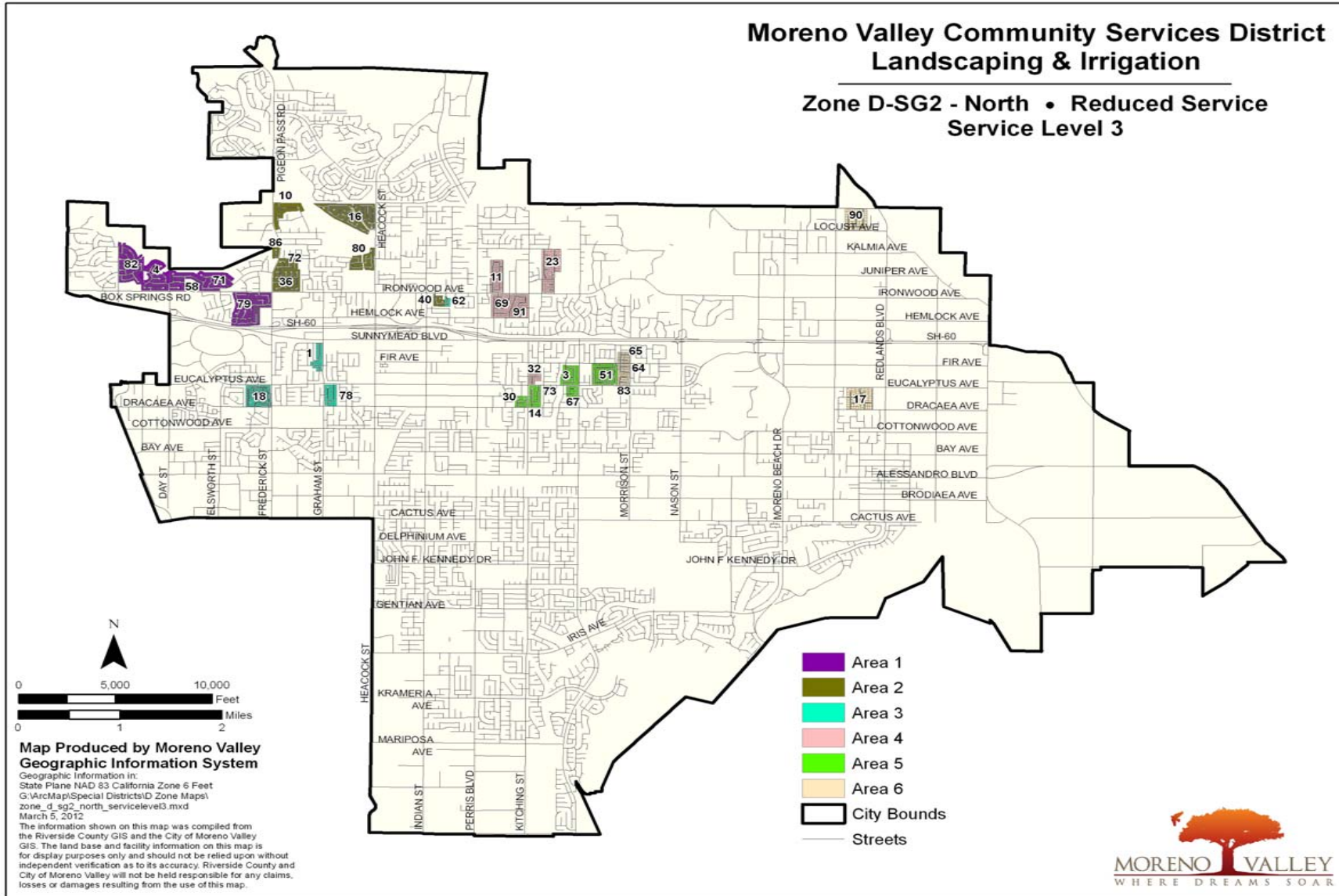
#### 2. Insect and Disease Control

- (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.

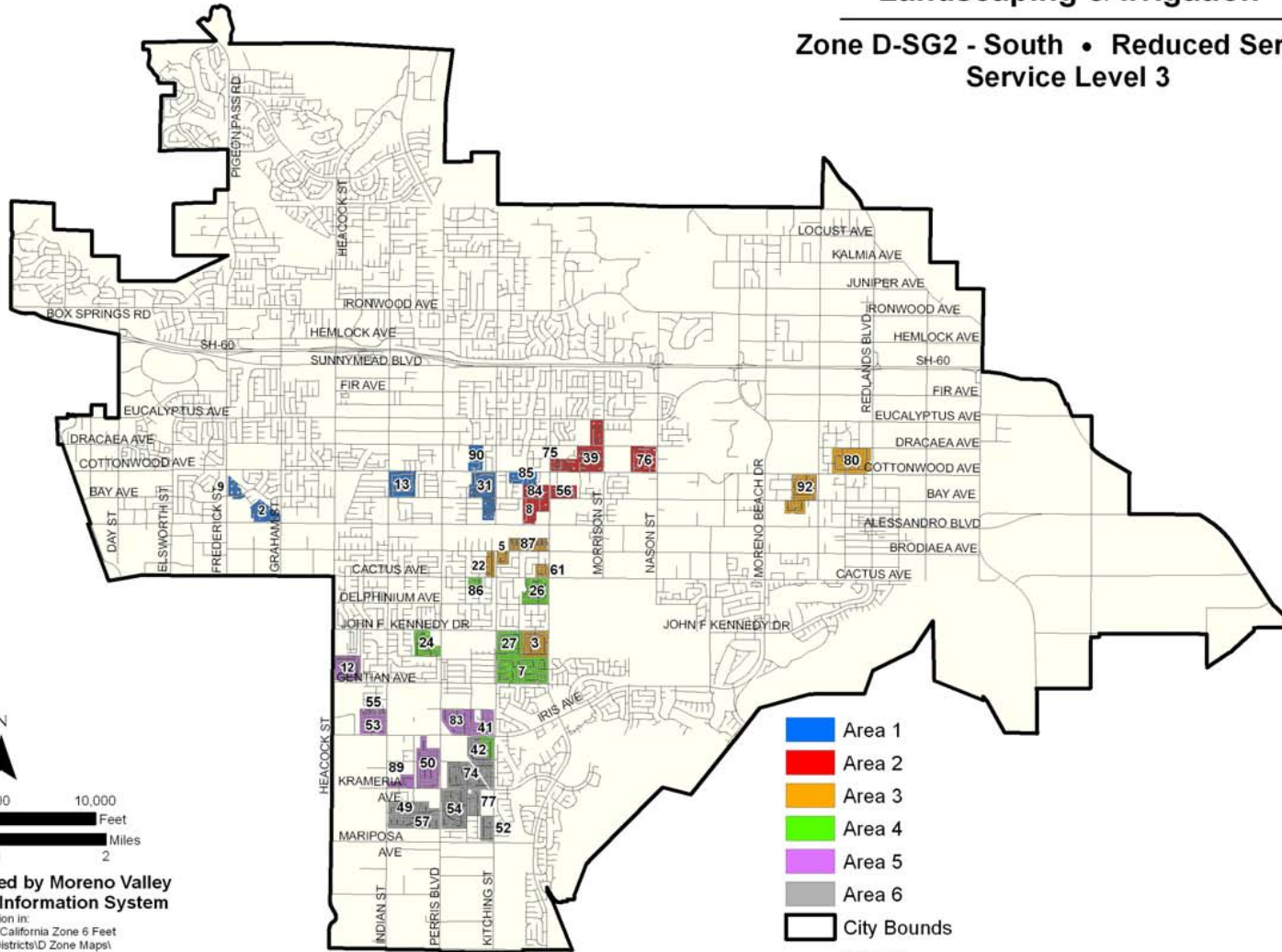
20. PROJECT LOCATION MAPS





### Moreno Valley Community Services District Landscaping & Irrigation

#### Zone D-SG2 - South • Reduced Service Service Level 3



Map Produced by Moreno Valley  
Geographic Information System

Geographic Information in:  
State Plane NAD 83 California Zone 6 Feet  
G:\ArcMap\Special Districts\ID Zone Maps\  
zone\_d\_sg2\_south\_servicelevel3.mxd  
March 5, 2012.

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



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Item No. B.5

**EXHIBIT B: District Responsibilities**

RFP NO. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
ZONE D  
MAINTENANCE OF PARKWAY & MEDIAN  
LANDSCAPING AND IRRIGATION

**1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the District by the Director of Public Works 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 the 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. DSG-2/12-13

PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
 ZONE D  
 MAINTENANCE OF PARKWAY & MEDIAN  
 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 for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 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 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 twelve thousand, nine hundred and eighty-two dollars and 00/100 (\$12,982.00) 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 One hundred and fifty-five thousand, seven hundred and eighty-four dollars and 00/100 (\$155,784.00), 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, Sections 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 herein Exhibit C, 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 B and C. 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 \$10,100.00 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 Specification 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 and/or Technical Specification Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification 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. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
ZONE D  
MAINTENANCE OF PARKWAY & MEDIAN  
LANDSCAPING AND IRRIGATION

**1. TERM OF CONTRACT**

- A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate (12) months thereafter on June 30, 2013.
- 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. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT

ZONE D

MAINTENANCE OF PARKWAY & MEDIAN

LANDSCAPING AND IRRIGATION



RFP NO. DSG-2/12-13  
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
ZONE D  
MAINTENANCE OF PARKWAY & MEDIAN  
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: \_\_\_\_\_  
592268/ C-27, A, C61/D49

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 22 yrs

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: \_\_\_\_\_

\_\_\_\_\_

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(S) OF COMPANY OFFICERS:

<u>Terry Noriega</u>	<u>President</u>
<u>Antonio Valenzuela</u>	<u>Secretary</u>
_____	_____
_____	_____

J. NUMBER OF YEARS COMP ANY HAS PERFORM ED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMP ANY HAS PERFORM ED 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 COMMITTE D 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) - T his 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
Large Water Truck	1

**B POWER EQUIPMENT**

• TYPE: Mowers	NUMBER: 78
• TYPE: Weedeaters	NUMBER: 118
• TYPE: Blowers	NUMBER: 101
• TYPE: Edgers	NUMBER: 47
Hedgetrimmers	105
Reels	4
Trailers	47
Roll-off Bins	18

**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 TEL EPHONE 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 and the project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

**II: REFERENCES**

**Name:** City of Baldwin Park  
**Address:** 13135 E. Garvey Ave  
Baldwin Park, CA 91706  
**Contact:** Mike Salas  
Acting Field Supervisor  
**Phone:** 626-224-0100  
**Contract Name:** Landscape Maintenance for the City of Baldwin Park  
**Contract Amount:** \$90,000.00/year  
**Acreage:** 18 Acres throughout the city  
**Locations:** Various Locations  
**Length of Contract:** 1999 – Current



15529 ARROW HIGHWAY, IRWINDALE, CA 91706  
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268  
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477



**Name:** City of Rancho Cucamonga  
**Address:** 9153 9<sup>th</sup> Street  
Rancho Cucamonga, CA 91730  
**Contact:** Steve Relph  
Supervisor  
**Phone:** 909-677-6251  
**Contract Name:** Landscape Maintenance for the City of Rancho Cucamonga  
**Contract Amount:** \$1,164,213.00/year  
**Acreage:** 68 Acres  
**Locations:** Various Locations  
**Length of Contract:** 1989-Current



**Name:** City of Long Beach  
**Address:** 333 W. Ocean Blvd  
Long Beach, CA 90802  
**Contact:** Theresa Maceyka  
Maintenance Operations Supervisors  
**Phone:** 562-570-4879  
**Contract Name:** Landscape Maintenance for the City of Long Beach  
**Contract Amount:** \$639,152.00/year  
**Acreage:** 262 Acres throughout the city  
**Locations:** Various Locations throughout the city  
**Length of Contract:** 2009-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

- 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 Technical Specification 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:**

walk behind aerators (S)  
backpack blowers (S)  
various hand tools (S)

2. **Motor Vehicles:**

3/4 ton full size pickup (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:**

50" bagger ride-on mower (S)  
21" bagger walk behind mower (S)  
walk behind edger (S)  
Weedeater (S)

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**  
(List both powered and hand equipment/tools)

Hedgetrimmer  
Stick hedgetrimmer  
Pole saw  
hand pruners  
lopers  
rakes  
burlaps

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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



- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification 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

## Resumes

Mariposa has experienced dedicated professionals who make up the management and supervisory team. The combination of qualified, dedicated management and well-trained workers enables us to provide quality services in landscape installation, maintenance and tree care. The following list reflects the qualifications of our management and supervisory staff.

### Management

#### Terry Noriega - President

- 32 years experience in landscape installation and maintenance
- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors License:
  - C-27 -Landscaping
  - A -Engineering
  - C61/D49 -Tree Trimming
- Pest Control Advisor:
  - Insects, Mites and Other Invertebrates
  - Plant Pathogens
  - Nematodes
  - Vertebrate Pests
  - Weed Control
  - Plant Growth Regulators
- Qualified Applicator License:
  - Categories A, B, C, D, E, F, H
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Certified Arborist: International Society of Arboriculture:
  - #WE-1182A
- Certified Consulting Arborist (candidate): American Society of Consulting Arborists
- Certified Playground Safety Inspector
- Arizona Contractors License:
  - ROC178088 K-21
- Arizona, Qualifying Party License:
  - #8263
- Arizona Pest Control Business License:
  - #8246



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Antonio Valenzuela – Vice President of Operations

- 23 years experience in landscape maintenance, and irrigation troubleshooting
- Qualified Applicator Certificate:
  - Category B, C, F
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Backflow Certification in Los Angeles County
- Landscape Water Auditor: Cal Poly SLO
- Certified Landscape Professional
- Certified Playground Safety Inspector

Theresa Lu - Controller

- 25 years experience in Accounting and Business Administration
- B.S. in Accounting from Metropolitan State College, Denver
- Licensed Property & Casualty Insurance Broker

**Landscape Maintenance**

Jaime Garcia – Landscape Maintenance Supervisor

- 18 years experience in the landscape industry
- Qualified Applicator License:
  - Category B, C
- Certified Landscape Technician:
  - Irrigation

Luis Valenzuela – Landscape Maintenance Regional Manager, Southern California

- 21 years experience in landscape and construction operations
- Qualified Applicator Certificate:
  - Category B
- Certified Landscape Technician:
  - Irrigation
- Certified Arborist: International Society of Arboriculture:
  - # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

**Estimating**

Joshua Cho – Estimator

- 25 years experience in landscape maintenance, construction and design
- B.S. in Landscape Architecture, Cal Poly Pomona
- Landscape Designer

\*\*Note: Additional Information Available Upon Request

#### IV: PROPOSED PROJECT WORK SCHEDULES

Pages 58-59 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 Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., 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 ZONE D. 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 ZONE D 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 ZONE D 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.

**ZONE D MONTHLY SCHEDULE SHEET****SERVICE SCHEDULE LEVEL 3  
PROPOSED PROJECT WORK SCHEDULES**

<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
<b>WEEK #1</b> Litter control Mow/edge/detail Blow/clean up Irrig. inspect/adjust  Weed control (partial)	Litter control Weed control Blow/clean up Irrig. inspect/adjust  Trim trees/vines/ shrubs/gc (partial) Weed control (partial)	Litter control Irrig. inspect/adjust  Trim trees/vines/shrubs/ gc (partial)	Litter control Blow/clean up  Trim trees/vines/ shrubs/gc (partial) Weed control (partial) Pest control (partial)	NO WORK
<b>WEEK #2</b> Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above
<b>WEEK #3</b> Mow/edge/detail Blow/clean up	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	NO WORK
<b>WEEK #4</b> Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above

**ZONE D ANNUAL SCHEDULE SHEET****SERVICE SCHEDULE LEVEL 3  
PROPOSED PROJECT WORK SCHEDULES**

<b>JANUARY</b> Routine Maint. Weed control	<b>FEBRUARY</b> Routine Maint. Fertilize turf w/ 22-0-6 + preemergent Shrub, GC care/trim	<b>MARCH</b> Routine Maint.
<b>APRIL</b> Routine Maint. Aerate Fertilize shrubs & GC w/ 23-5-10	<b>MAY</b> Routine Maint. Shrub, GC care/trim Weed control	<b>JUNE</b> Routine Maint. Fertilize turf w/ 22-5-5
<b>JULY</b> Routine Maint.	<b>AUGUST</b> Routine Maint. Shrub, GC care/trim Weed control	<b>SEPTEMBER</b> Routine Maint.
<b>OCTOBER</b> Routine Maint. Fertilize turf w/ 22-5-5	<b>NOVEMBER</b> Routine Maint. Shrub, GC care/trim Weed control	<b>DECEMBER</b> Routine Maint.

**I: FREQUENCY OF SERVICE TABLE**

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care Mow/edge/trim Aeration	Weekly Bi-annually (Spring & Fall)	Every other week Bi-annually (Spring & Fall)	Every other week 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.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	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) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

\* specification of month to be approved by Director in advance of application

VI: ZONE D – SAMPLE SERVICE SCHEDULES

A ZONE D – 4 WEEK ROTATION Sample based on Service Schedule Level 1 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,634	1	Grass
DSG2 South	84	13585	6,600	1	
DSG2 South	56	20941	9,600	1	Grass
DSG2 South	80	31269-1	43,723	1	
DSG2 South	92	31284	28,321	1	
DSG2 South	5	17387	4,384	1	
DSG2 South	22	19143	4,864	1	
DSG2 South	61	21616	23,528	1	
DSG2 South	87	17867	13,778	1	
DSG2 South	3	12773	13,806	2	
DSG2 South	7	19685	62,530	2	
DSG2 South	24	19210	9,270	2	
DSG2 South	26	19363	13,320	2	
DSG2 South	27	19434	13,242	2	
DSG2 South	86	17457	3,444	2	
DSG2 South	41	19912	11,750	2	Grass
DSG2 South	12	20552	19,458	2	Grass
DSG2 South	50	20404	36,138	2	
DSG2 South	53	20718	23,004	2	
DSG2 South	55	20869	2,100	2	
DSG2 South	83	15433	24,161	2	
DSG2 South	89	22899	16,438	2	
DSG2 South	42	19937	20,890	2	
DSG2 South	49	20301	7,200	2	Grass
DSG2 South	52	20660	11,912	2	Grass
DSG2 South	54	20859	33,630	2	Grass
DSG2 South	57	21113	12,200	2	
DSG2 South	74	20715	51,250	2	Grass
DSG2 South	77	29038	6,243	2	

DSG 2 South		
Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Area 1/Mow/Litter	03/06/2013 Area 1/Mow/Litter
07/11/2012 Area 1/Mow/Litter	11/14/2012 Mow/Litter	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012 Area 2/Mow/Litter	03/20/2013 Area 2/Mow/Litter
07/25/2012 Area 2/Mow/Litter	11/28/2012 Mow/Litter	03/27/2013 Mow/Litter
Aug-12	Dec-12	Apr-12
08/01/2012 Mow/Litter	12/05/2012 Area 1/Mow/Litter	04/03/2013 Area 1/Mow/Litter
08/08/2012 Area 1/Mow/Litter	12/12/2012 Mow/Litter	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012 Area 2/Mow/Litter	04/17/2013 Area 2/Mow/Litter
08/22/2012 Area 2/Mow/Litter	12/26/2012 Mow/Litter	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	Jan-13	May-13
09/05/2012 Area 1/Mow/Litter	01/02/2013 Area 1/Mow/Litter	05/01/2013 Area 1/Mow/Litter
09/12/2012 Mow/Litter	01/09/2013 Mow/Litter	05/08/2013 Mow
09/19/2012 Area 2/Mow/Litter	01/16/2013 Area 2/Mow/Litter	05/15/2013 Area 2/Mow/Litter
09/26/2012 Mow/Litter	01/23/2013 Mow/Litter	05/22/2013 Mow/Litter
	01/30/2013 Mow/Litter	05/29/2013 Mow/Litter
Oct-12	Feb-13	Jun-13
10/03/2012 Area 1/Mow/Litter	02/06/2013 Area 1/Mow/Litter	06/05/2013 Area 1/Mow/Litter
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Mow/Litter
10/17/2012 Area 2/Mow/Litter	02/20/2013 Area 2/Mow/Litter	06/19/2013 Area 2/Mow/Litter
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Mow/Litter
10/31/2012 Mow/Litter		

updated 11/9/11

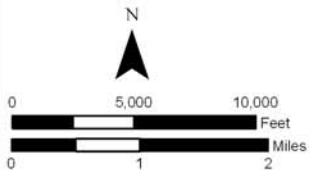
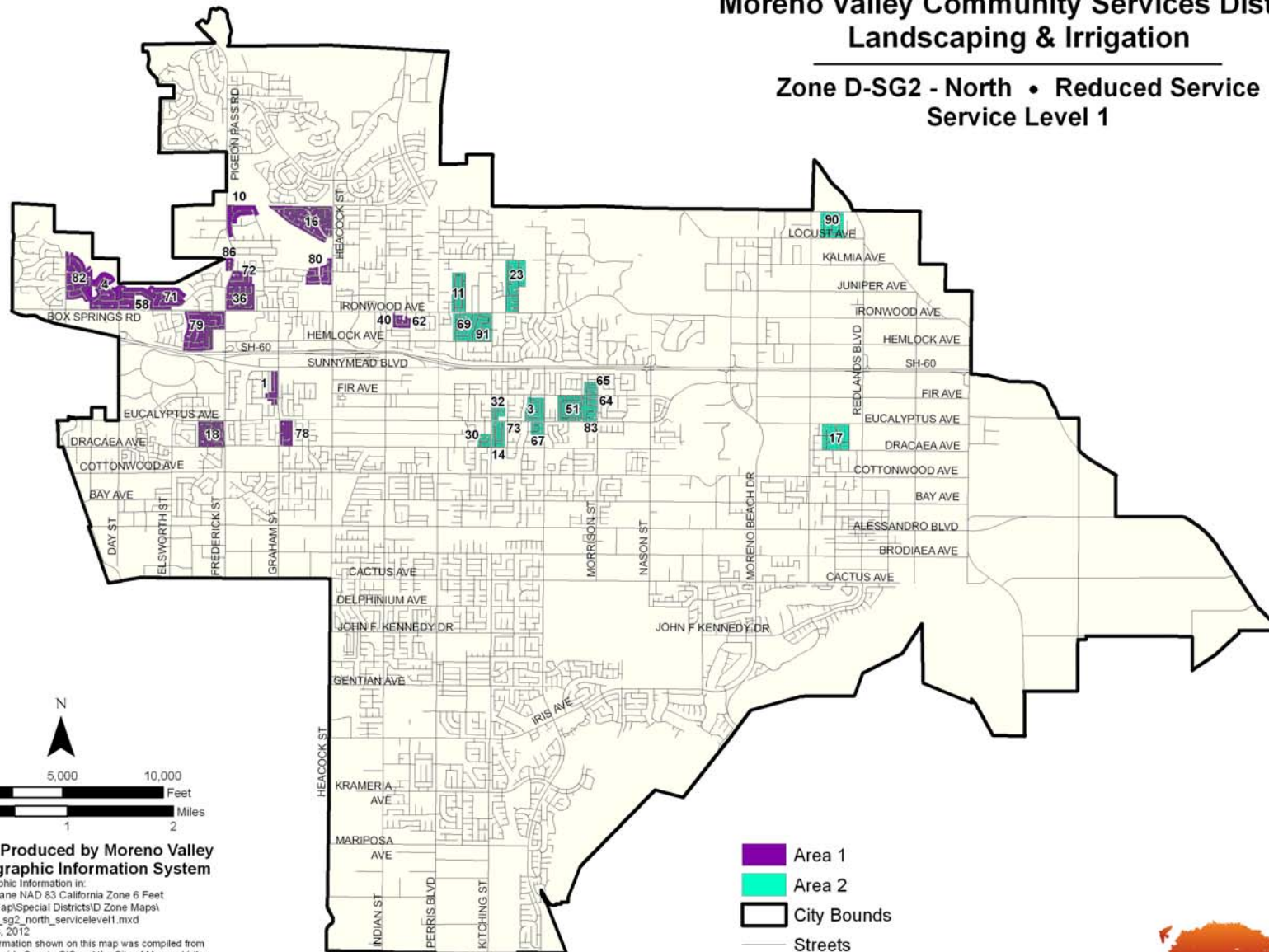
Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	1	
DSG2 North	36	19551	36,364	1	
DSG2 North	72	22093	8,873	1	
DSG2 North	16	18512/21322	59,940	1	Grass
DSG2 North	86	31257	26,686	1	
DSG2 North	80	19032	9,132	1	
DSG2 North	1	11848	9,066	1	
DSG2 North	78	10191/18468	10,871	1	
DSG2 North	18	18930	38,849	1	Grass
DSG2 North	40	19682	8,805	1	Grass
DSG2 North	62	21737	3,920	1	Grass
DSG2 North	11	20072	23,550	2	
DSG2 North	23	19208	17,680	2	
DSG2 North	32	19799	17,652	2	
DSG2 North	69	28882	20,983	2	
DSG2 North	91	18784/20906	30,432	2	
DSG2 North	3	16768	16,281	2	
DSG2 North	14	17033	9,990	2	
DSG2 North	30	19500	3,636	2	
DSG2 North	73	22371	17,844	2	
DSG2 North	51	20525	16,500	2	
DSG2 North	67	23046	16,000	2	
DSG2 North	17	24721	6,882	2	
DSG2 North	83	31591	16,445	2	
DSG2 North	64	22276	11,690	2	Grass
DSG2 North	65	22277	20,485	2	
DSG2 North	90	17334	37,680	2	

DSG 2 North		
Jul-12	Nov-12	Mar-13
07/02/2012 Mow/Litter	11/05/2012 Area 1/Mow/Litter	03/04/2013 Area 1/Mow/Litter
07/09/2012 Area 1/Mow/Litter	11/12/2012 Mow/Litter	03/11/2013 Mow/Litter
07/16/2012 Mow/Litter	11/19/2012 Area 2/Mow/Litter	03/18/2013 Area 2/Mow/Litter
07/23/2012 Area 2/Mow/Litter	11/26/2012 Mow/Litter	03/25/2013 Mow/Litter
07/30/2012 Mow/Litter		
Aug-12	Dec-12	Apr-13
08/06/2012 Area 1/Mow/Litter	12/03/2012 Area 1/Mow/Litter	04/01/2013 Area 1/Mow/Litter
08/13/2012 Mow/Litter	12/10/2012 Mow/Litter	04/08/2013 Mow/Litter
08/20/2012 Area 2/Mow/Litter	12/17/2012 Area 2/Mow/Litter	04/15/2013 Area 2/Mow/Litter
08/27/2012 Mow/Litter	12/24/2012 Mow/Litter	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Mow/Litter
Sep-12	Jan-13	May-13
09/03/2012 Area 1/Mow/Litter	01/07/2013 Area 1/Mow/Litter	05/06/2013 Area 1/Mow/Litter
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 Mow/Litter
09/17/2012 Area 2/Mow/Litter	01/21/2013 Area 2/Mow/Litter	05/20/2013 Area 2/Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Mow/Litter
Oct-12	Feb-13	Jun-13
10/01/2012 Area 1/Mow/Litter	02/04/2013 Area 1/Mow/Litter	06/03/2013 Area 1/Mow/Litter
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Mow/Litter
10/15/2012 Area 2/Mow/Litter	02/18/2013 Area 2/Mow/Litter	06/17/2013 Area 2/Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Mow/Litter
10/29/2012 Mow/Litter		



# Moreno Valley Community Services District Landscaping & Irrigation

## Zone D-SG2 - North • Reduced Service Service Level 1



Map Produced by Moreno Valley  
Geographic Information System

Geographic Information in:  
State Plane NAD 83 California Zone 6 Feet  
G:\ArcMap\Special Districts\ID Zone Maps\  
zone\_d\_sg2\_north\_servicelevel1.mxd  
March 8, 2012

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- Area 1
- Area 2
- City Bounds
- Streets

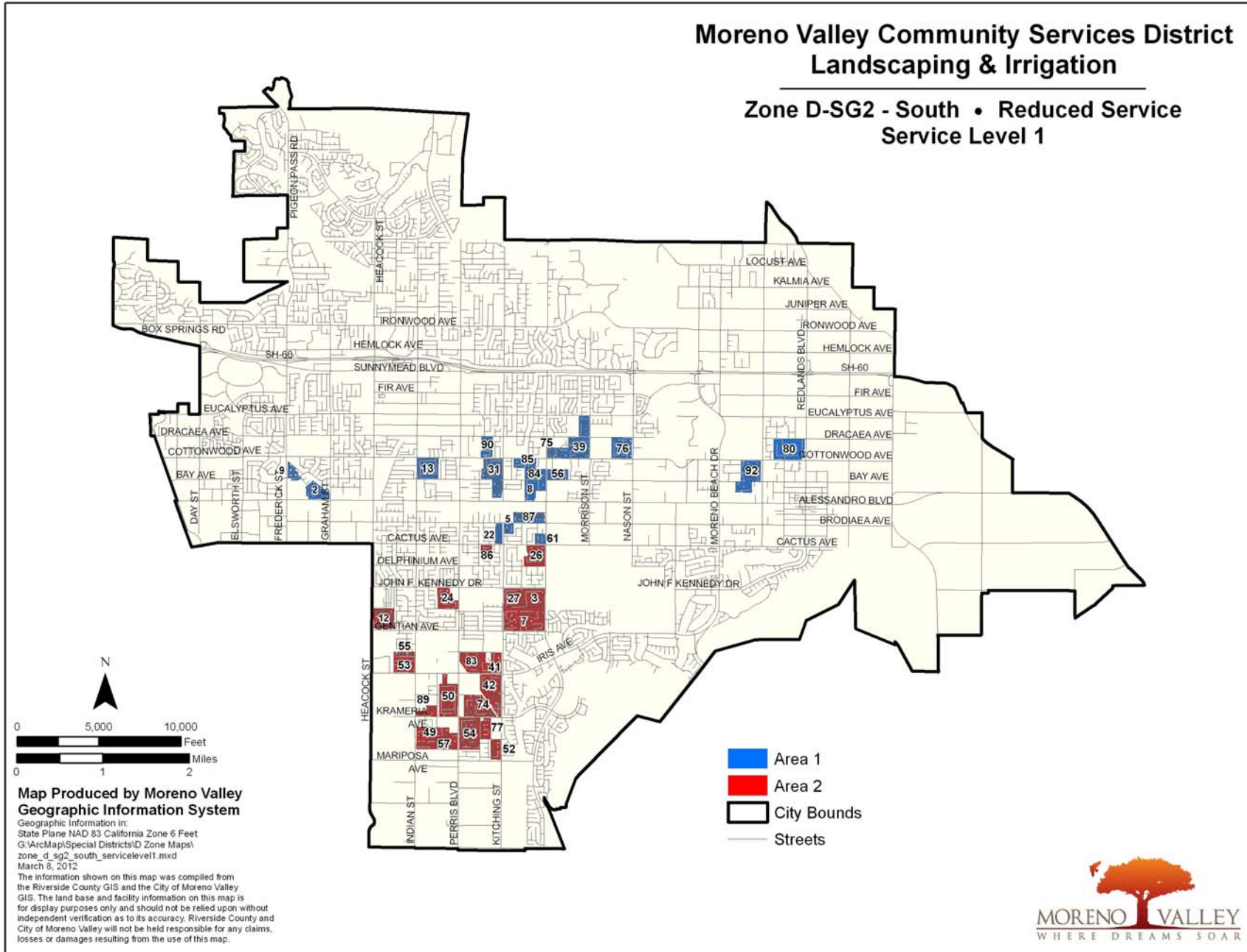


-459-

Item No. B.5

### Moreno Valley Community Services District Landscaping & Irrigation

#### Zone D-SG2 - South • Reduced Service Service Level 1



**B. ZONE D – 8 WEEK ROTATION Sample based on Service Schedule Level 2 Frequency**

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,900	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,634	2	Grass
DSG2 South	84	13585	6,600	2	
DSG2 South	56	20941	9,600	2	Grass
DSG2 South	80	31269-1	43,723	2	
DSG2 South	92	31284	28,321	2	
DSG2 South	5	17387	4,384	2	
DSG2 South	22	19143	4,864	2	
DSG2 South	61	21616	23,528	2	
DSG2 South	87	17867	13,778	2	
DSG2 South	3	12773	13,806	3	
DSG2 South	7	19685	62,530	3	
DSG2 South	24	19210	9,270	3	
DSG2 South	26	19363	13,320	3	
DSG2 South	27	19434	13,242	3	
DSG2 South	86	17457	3,444	3	
DSG2 South	41	19912	11,750	3	Grass
DSG2 South	12	20552	19,458	3	Grass
DSG2 South	50	20404	36,138	3	
DSG2 South	53	20718	23,004	3	
DSG2 South	55	20869	2,100	4	
DSG2 South	83	15433	24,161	4	
DSG2 South	89	22889	16,438	4	
DSG2 South	42	19937	20,890	4	
DSG2 South	49	20301	7,200	4	Grass
DSG2 South	52	20660	11,912	4	Grass
DSG2 South	54	20859	33,630	4	Grass
DSG2 South	57	21113	12,200	4	
DSG2 South	74	20715	51,250	4	Grass
DSG2 South	77	29038	6,243	4	

DSG 2 South		
Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Mow/Litter	03/06/2013 Open
07/11/2012 Area 1	11/14/2012 Area 1	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012 Mow/Litter	03/20/2013 Area 1
07/25/2012 Area 2	11/28/2012 Area 2	03/27/2013 Mow
Aug-12	Dec-12	Apr-12
08/01/2012 Mow/Litter	12/05/2012 Mow/Litter	04/03/2013 Area 2
08/08/2012 Area 3	12/12/2012 Area 3	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012 Mow/Litter	04/17/2013 Area 3
08/22/2012 Area 4	12/26/2012 Area 4	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	Jan-13	May-13
09/05/2012 Area 1	01/02/2013 Mow/Litter	05/01/2013 Area 4
09/12/2012 Mow/Litter	01/09/2013 Area 1	05/08/2013 Mow/Litter
09/19/2012 Area 2	01/16/2013 Mow/Litter	05/15/2013 Area 1
09/26/2012 Mow/Litter	01/23/2013 Area 2	05/22/2013 Mow/Litter
	01/30/2013 Mow	05/29/2013 Area 2
Oct-12	Feb-13	Jun-13
10/03/2012 Area 3	02/06/2013 Area 3	06/05/2013 Mow/Litter
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Area 3
10/17/2012 Area 4	02/20/2013 Area 4	06/19/2013 Mow/Litter
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Area 4
10/31/2012 Open		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	1	
DSG2 North	36	19551	36,364	1	
DSG2 North	72	22093	8,873	1	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	86	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,066	2	
DSG2 North	78	10191/18468	10,871	2	
DSG2 North	18	18930	38,849	2	Grass
DSG2 North	40	19682	8,805	2	Grass
DSG2 North	62	21737	3,920	2	Grass
DSG2 North	11	20072	23,550	3	
DSG2 North	23	19208	17,680	3	
DSG2 North	32	19799	17,652	3	
DSG2 North	69	28882	20,983	3	
DSG2 North	91	18784/20906	30,432	3	
DSG2 North	3	16768	16,281	3	
DSG2 North	14	17033	9,990	3	
DSG2 North	30	19500	3,636	3	
DSG2 North	73	22371	17,844	4	
DSG2 North	51	20525	16,500	4	
DSG2 North	67	23046	16,000	4	
DSG2 North	17	24721	6,882	4	
DSG2 North	83	31591	16,445	4	
DSG2 North	64	22276	11,690	4	Grass
DSG2 North	65	22277	20,485	4	
DSG2 North	90	17334	37,680	4	

DSG 2 North		
Jul-12	Nov-12	Mar-13
07/02/2012 Mow/Litter	11/05/2012 Mow/Litter	03/04/2013 Open
07/09/2012 Area 1	11/12/2012 Area 1	03/11/2013 Mow/Litter
07/16/2012 Mow/Litter	11/19/2012 Mow/Litter	03/18/2013 Area 1
07/23/2012 Area 2	11/26/2012 Area 2	03/25/2013 Mow/Litter
07/30/2012 Mow/Litter		
Aug-12	Dec-12	Apr-13
08/06/2012 Area 3	12/03/2012 Mow/Litter	04/01/2013 Area 2
08/13/2012 Mow/Litter	12/10/2012 Area 3	04/08/2013 Mow/Litter
08/20/2012 Area 4	12/17/2012 Mow/Litter	04/15/2013 Area 3
08/27/2012 Mow/Litter	12/24/2012 Area 4	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Area 4
Sep-12	Jan-13	May-13
09/03/2012 Area 1	01/07/2013 Area 1	05/06/2013 Mow/Litter
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 Area 1
09/17/2012 Area 2	01/21/2013 Area 2	05/20/2013 Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Area 2
Oct-12	Feb-13	Jun-13
10/01/2012 Area 3	02/04/2013 Area 3	06/03/2013 Mow/Litter
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Area 3
10/15/2012 Area 4	02/18/2013 Area 4	06/17/2013 Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Area 4
10/29/2012 Open		

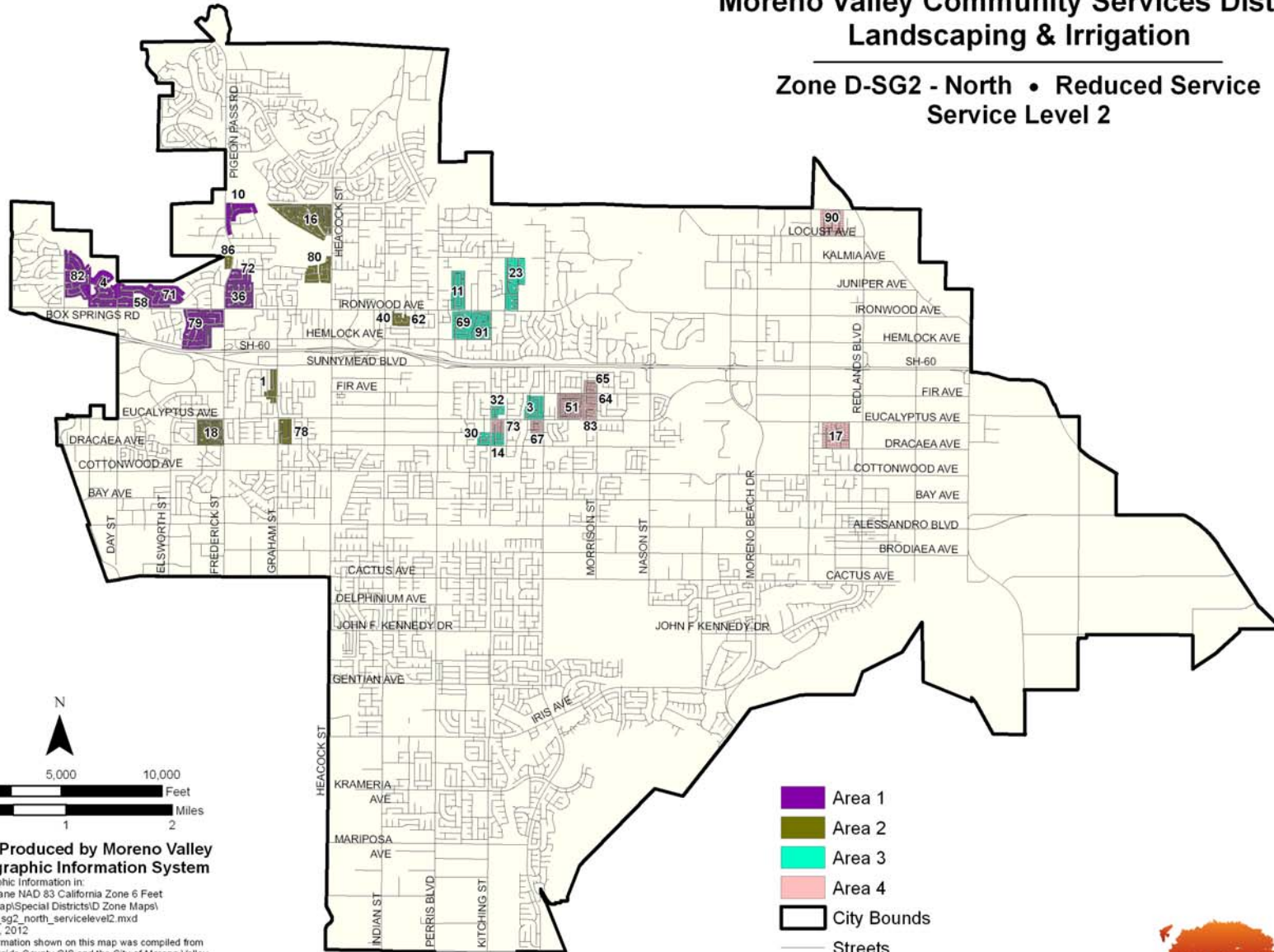
-461-

Item No. B.5



### Moreno Valley Community Services District Landscaping & Irrigation

#### Zone D-SG2 - North • Reduced Service Service Level 2



Map Produced by Moreno Valley  
Geographic Information System

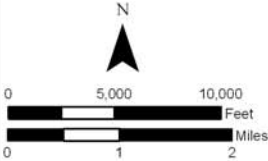
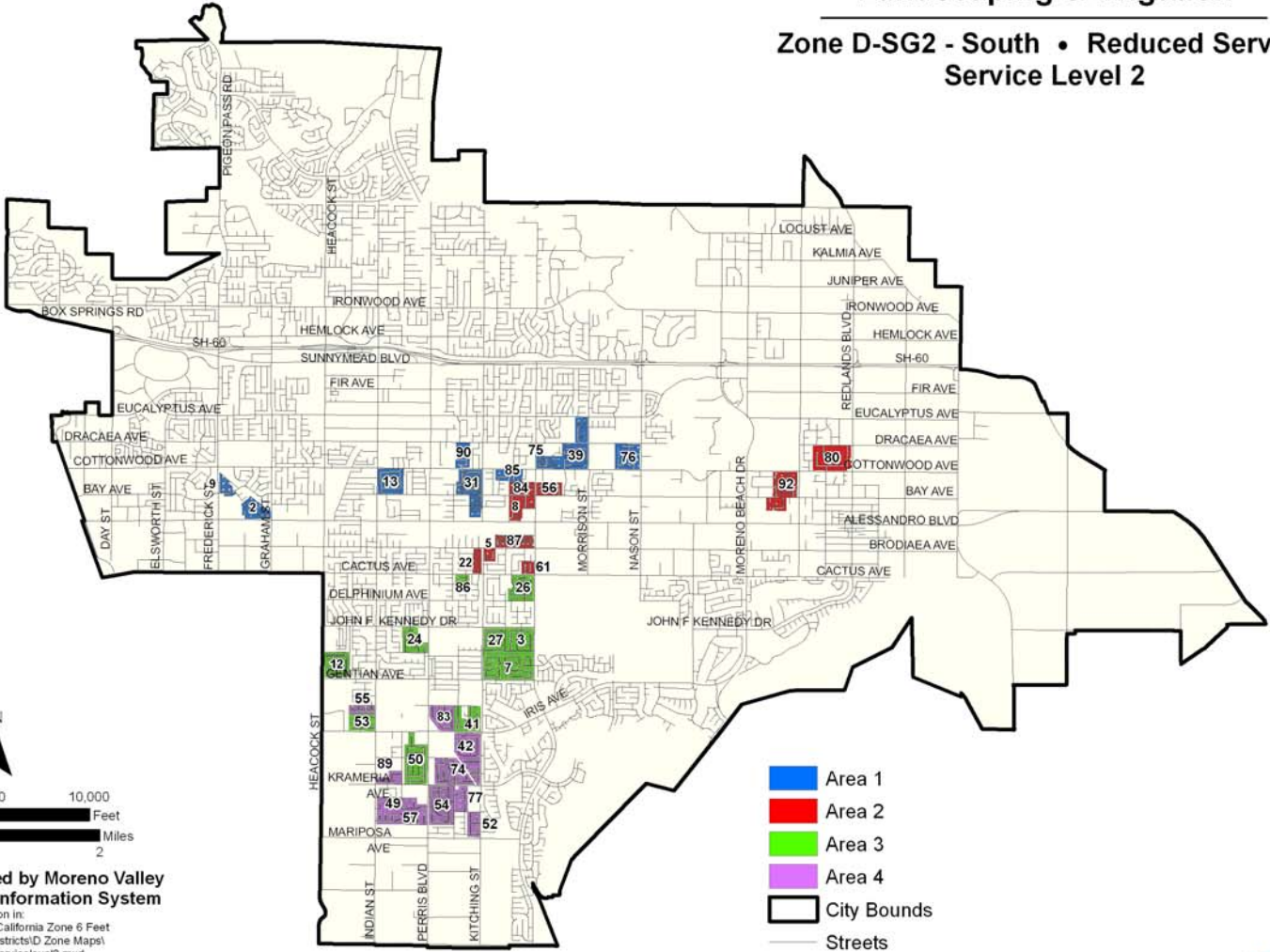
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March 8, 2012

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### Moreno Valley Community Services District Landscaping & Irrigation

#### Zone D-SG2 - South • Reduced Service Service Level 2



Map Produced by Moreno Valley  
Geographic Information System

Geographic Information in:  
State Plane NAD 83 California Zone 6 Feet  
G:\ArcMap\Special Districts\ID Zone Maps\  
zone\_d\_sg2\_south\_servicelevel2.mxd  
March 8, 2012

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Item No. B.5

C. ZONE D – 12 WEEK ROTATION Sample based on Service Schedule Level 3 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	2	
DSG2 South	75	27526	16,373	2	
DSG2 South	76	30027	45,833	2	
DSG2 South	8	19518/18372	12,634	2	Grass
DSG2 South	84	13585	6,600	2	
DSG2 South	56	20941	9,600	2	Grass
DSG2 South	80	31269-1	43,723	3	
DSG2 South	92	31284	28,321	3	
DSG2 South	5	17387	4,384	3	
DSG2 South	22	19143	4,864	3	
DSG2 South	61	21616	23,528	3	
DSG2 South	87	17867	13,778	3	
DSG2 South	3	12773	13,806	4	
DSG2 South	7	19685	62,530	4	
DSG2 South	24	19210	9,270	4	
DSG2 South	26	19363	13,320	4	
DSG2 South	27	19434	13,242	4	
DSG2 South	86	17457	3,444	4	
DSG2 South	41	19912	11,750	5	Grass
DSG2 South	12	20552	19,458	5	Grass
DSG2 South	50	20404	36,138	5	
DSG2 South	53	20718	23,004	5	
DSG2 South	55	20869	2,100	5	
DSG2 South	83	15433	24,161	5	
DSG2 South	89	22889	16,438	5	
DSG2 South	42	19937	20,890	6	
DSG2 South	49	20301	7,200	6	Grass
DSG2 South	52	20660	11,912	6	Grass
DSG2 South	54	20859	33,630	6	Grass
DSG2 South	57	21113	12,200	6	
DSG2 South	74	20715	51,250	6	Grass
DSG2 South	77	29038	6,243	6	

DSG 2 South		
Jul-12 07/04/2012 Mow/Litter 07/11/2012 Area 1 07/18/2012 Mow 07/25/2012 Area 2	Nov-12 11/07/2012 Mow 11/14/2012 Area 4 11/21/2012 Mow/Litter 11/28/2012 Area 5	Mar-13 03/06/2013 Area 5 03/13/2013 Mow/Litter 03/20/2013 Area 6 03/27/2013 Mow
Aug-12 08/01/2012 Mow/Litter 08/08/2012 Area 3 08/15/2012 Mow 08/22/2012 Area 4 08/29/2012 Mow/Litter	Dec-12 12/05/2012 Mow 12/12/2012 Area 6 12/19/2012 Mow/Litter 12/26/2012 Open	Apr-12 04/03/2013 Open 04/10/2013 Mow/Litter 04/17/2013 Area 1 04/24/2013 Mow
Sep-12 09/05/2012 Area 5 09/12/2012 Mow 09/19/2012 Area 6 09/26/2012 Mow/Litter	Jan-13 01/02/2013 Mow 01/09/2013 Area 1 01/16/2013 Mow/Litter 01/23/2013 Area 2 01/30/2013 Mow	May-13 05/01/2013 Area 2 05/08/2013 Mow/Litter 05/15/2013 Area 3 05/22/2013 Mow 05/29/2013 Area 4
Oct-12 10/03/2012 Area 1 10/10/2012 Mow 10/17/2012 Area 2 10/24/2012 Mow/Litter 10/31/2012 Area 3	Feb-13 02/06/2013 Area 3 02/13/2013 Mow/Litter 02/20/2013 Area 4 02/27/2013 Mow	Jun-13 06/05/2013 Mow/Litter 06/12/2013 Area 5 06/19/2013 Mow 06/26/2013 Area 6

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
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DSG2 North	91	18784/20906	30,432	4	
DSG2 North	3	16788	16,281	5	
DSG2 North	14	17033	9,990	5	
DSG2 North	30	19500	3,636	5	
DSG2 North	73	22371	17,844	5	
DSG2 North	51	20525	16,500	5	
DSG2 North	67	23046	16,000	5	
DSG2 North	17	24721	6,882	6	
DSG2 North	83	31591	16,445	6	
DSG2 North	64	22276	11,690	6	Grass
DSG2 North	65	22277	20,485	6	
DSG2 North	90	17334	37,680	6	

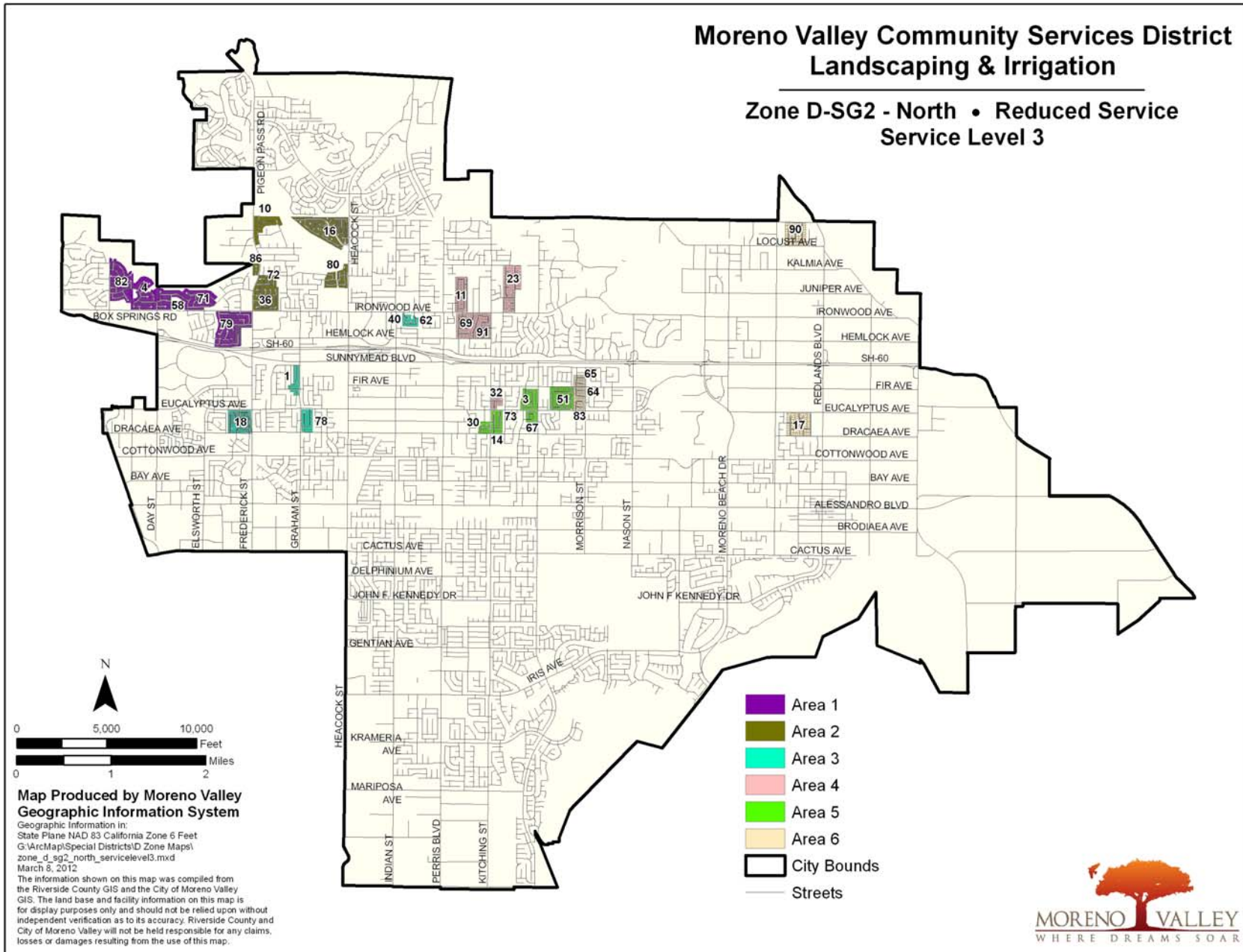
updated 11/9/11

DSG 2 North		
Jul-12 07/02/2012 Mow/Litter 07/09/2012 Area 1 07/16/2012 Mow 07/23/2012 Area 2 07/30/2012 Mow/Litter	Nov-12 11/05/2012 Mow 11/12/2012 Area 4 11/19/2012 Mow/Litter 11/26/2012 Area 5	Mar-13 03/04/2013 Area 5 03/11/2013 Mow/Litter 03/18/2013 Area 6 03/25/2013 Mow
Aug-12 08/06/2012 Area 3 08/13/2012 Mow 08/20/2012 Area 4 08/27/2012 Mow/Litter	Dec-12 12/03/2012 Mow 12/10/2012 Area 6 12/17/2012 Mow/Litter 12/24/2012 Open 12/31/2012 Mow	Apr-13 04/01/2013 Open 04/08/2013 Mow/Litter 04/15/2013 Area 1 04/22/2013 Mow 04/29/2013 Area 2
Sep-12 09/03/2012 Area 5 09/10/2012 Mow 09/17/2012 Area 6 09/24/2012 Mow/Litter	Jan-13 01/07/2013 Area 1 01/14/2013 Mow/Litter 01/21/2013 Area 2 01/28/2013 Mow	May-13 05/06/2013 Mow/Litter 05/13/2013 Area 3 05/20/2013 Mow 05/27/2013 Area 4
Oct-12 10/01/2012 Area 1 10/08/2012 Mow 10/15/2012 Area 2 10/22/2012 Mow/Litter 10/29/2012 Area 3	Feb-13 02/04/2013 Area 3 02/11/2013 Mow/Litter 02/18/2013 Area 4 02/25/2013 Mow	Jun-13 06/03/2013 Mow/Litter 06/10/2013 Area 5 06/17/2013 Mow 06/24/2013 Area 6



## Moreno Valley Community Services District Landscaping & Irrigation

### Zone D-SG2 - North • Reduced Service Service Level 3



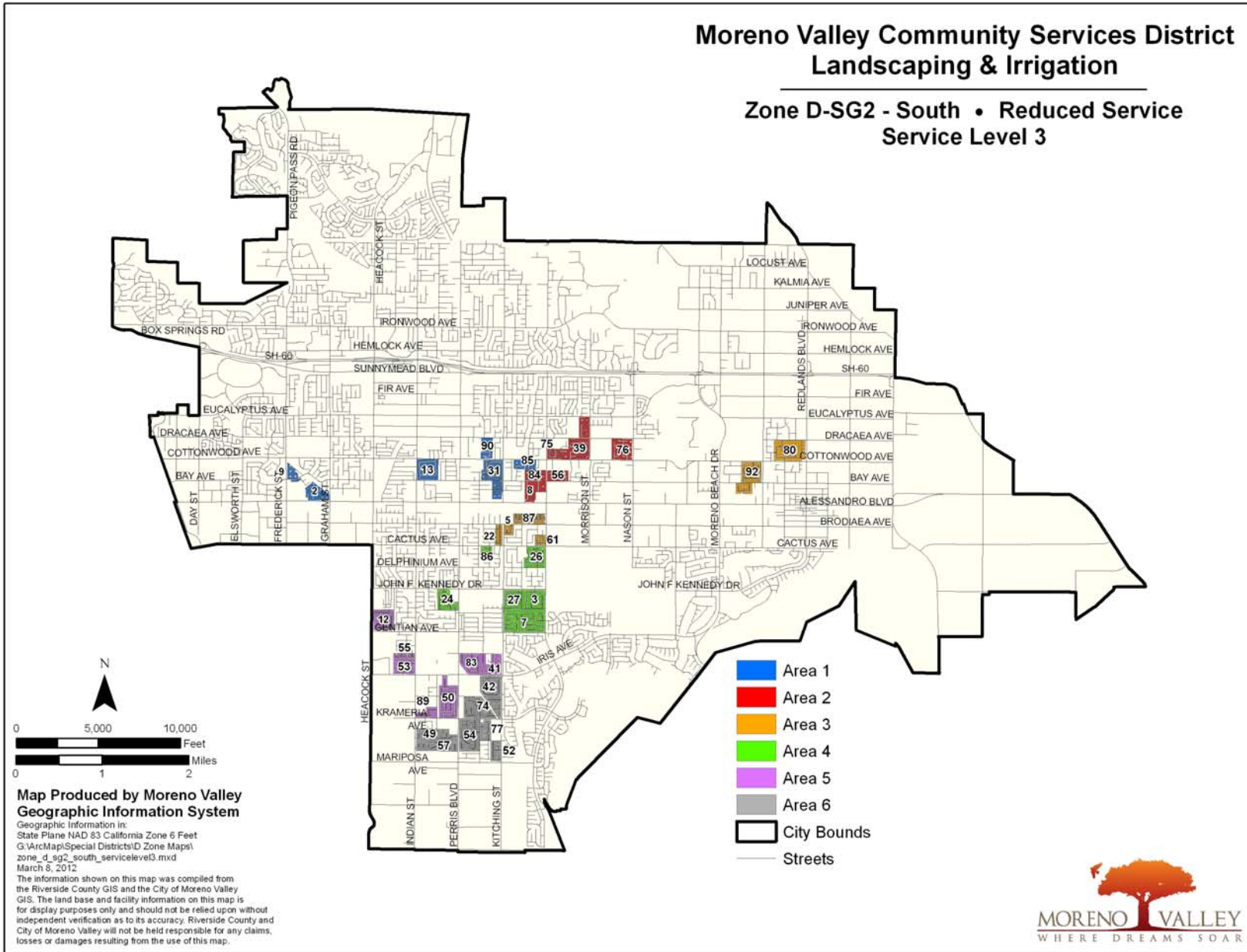
-465-

Item No. B.5



## Moreno Valley Community Services District Landscaping & Irrigation

### Zone D-SG2 - South • Reduced Service Service Level 3







**VIII. 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
Scotts 22-0-6	500 lbs	\$41.00
Best 22-5-5	100 lbs	\$48.00
Best 23-5-10	8,000 lbs	\$5,440.00

**B. Pesticides:**

List pesticides to be furnished to execute the 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	8 gallons	\$466.48
Fumatoxin	6 flasks	\$349.86
Metaldehyde 7.5%	100 lbs	\$276.97

**IX. 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 arrowboards, delinators, 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 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

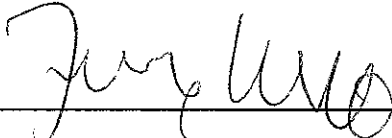


**XI. CERTIFICATION OF NON-DISCRIMINATION**

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 3/28/12

**XII. 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 3/28/12

**I. SCHEDULE II****BID SCHEDULE**PROPOSER: Mariposa Landscapes, Inc.

(Company Name)

**A. SERVICE SCHEDULES – Zone D Tracts Level 3 – Current Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	\$ 187.00	\$ 2,244.00
Tract 21332	Planter: 19,440 sq. ft.	\$ 172.00	\$ 2,064.00
Tract 21333	Planter: 54,500 sq. ft.	\$ 481.00	\$ 5,772.00
Tract 20272	Planter: 51,216 sq. ft.	\$ 452.00	\$ 5,424.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft.	\$ 179.00	\$ 2,148.00
Tract 20030	Planter: 11,200 sq. ft.	\$ 99.00	\$ 1,188.00
Tract 19551	Planter: 36,364 sq. ft.	\$ 321.00	\$ 3,852.00
Tract 22093	Planter: 8,873 sq. ft.	\$ 78.00	\$ 936.00
Tract 18512/21322	Planter: 59,940 sq. ft.	\$ 529.00	\$ 6,348.00
Tract 31257	Planter: 26,686 sq. ft.	\$ 501.00	\$ 6,012.00
Tract 19032	Planter: 9,132 sq. ft.	\$ 81.00	\$ 972.00
Tract 11848	Planter: 9,066 sq. ft.	\$ 80.00	\$ 960.00
Tract 10191/18468	Planter: 10,871 sq. ft.	\$ 96.00	\$ 1,152.00
Tract 18930	Planter: 38,849 sq. ft.	\$ 343.00	\$ 4,116.00
Tract 19862	Planter: 8,805 sq. ft.	\$ 78.00	\$ 936.00
Tract 21737	Planter: 1,280 sq. ft.	\$ 15.00	\$ 180.00
	Turf: 2,640 sq. ft.	\$ 119.00	\$ 1,428.00
Tract 20072	Planter: 23,550 sq. ft.	\$ 208.00	\$ 2,496.00
Tract 19208	Planter: 17,680 sq. ft.	\$ 156.00	\$ 1,872.00
Tract 19799	Planter: 17,652 sq. ft.	\$ 155.00	\$ 1,860.00



SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 28882	Planter: 20,983 sq. ft	\$ 185.00	\$ 2,220.00
Tract 18784/20906	Planter: 30,432 sq. ft	\$ 269.00	\$ 3,228.00
Tract 16768	Planter: 16,281 sq. ft.	\$ 144.00	\$ 1,728.00
Tract 17033	Planter: 9,990 sq. ft.	\$ 88.00	\$ 1,056.00
Tract 19500	Planter: 3,636 sq. ft	\$ 32.00	\$ 384.00
Tract 22371	Planter: 17,844 sq. ft	\$ 158.00	\$ 1,896.00
Tract 20525	Planter: 16,500 sq. ft	\$ 146.00	\$ 1,752.00
Tract 23046	Planter: 16,000 sq. ft	\$ 141.00	\$ 1,692.00
Tract 24721	Planter: 6,882 sq. ft.	\$ 61.00	\$ 732.00
Tract 31591	Planter: 16,445 sq. ft	\$ 145.00	\$ 1,740.00
Tract 22276	Planter: 11,690 sq. ft	\$ 103.00	\$ 1,236.00
Tract 22277	Planter: 20,485 sq. ft	\$ 181.00	\$ 2,172.00
Tract 17334	Planter: 37,680 sq. ft	\$ 333.00	\$ 3,996.00
Tract 15387	Planter: 9,049 sq. ft.	\$ 80.00	\$ 960.00
Tract 19957	Planter: 6,810 sq. ft.	\$60.00	\$720.00
Tract 20032	Planter: 14,076 sq. ft.	\$ 124.00	\$ 1,488.00
Tract 19509	Planter: 18,328 sq. ft.	\$162.00	\$1,944.00
Tract 16770	Planter: 5,830 sq. ft.	\$ 51.00	\$ 612.00
Tract 32018	Planter: 7,865 sq. ft.	\$69.00	\$828.00
Tract 19852	Planter: 28,800 sq. ft.	\$ 253.00	\$ 3,036.00
Tract 27526	Planter: 16,373 sq. ft.	\$145.00	\$1,740.00
Tract 30027	Planter: 45,833 sq. ft.	\$ 405.00	\$ 4,860.00
Tract 19518/18372	Planter: 12,634 sq. ft.	\$112.00	\$1,344.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 13585	Planter: 2,000 sq. ft.	\$ 21.00	\$ 252.00
	Turf: 4,600 sq. ft.	188.00	2,256.00
Tract 20941	Planter: 7,455 sq. ft.	\$ 66.00	\$ 792.00
	Turf: 2,145 sq. ft.	\$ 94.00	\$ 1,128.00
Tract 31269-1	Planter: 43,723 sq. ft.	\$ 386.00	\$ 4,632.00
Tract 31284	Planter: 28,321 sq. ft.	\$ 250.00	\$ 3,000.00
Tract 17387	Planter: 4,384 sq. ft.	\$ 39.00	\$ 468.00
Tract 19143	Planter: 4,864 sq. ft.	\$ 43.00	\$ 516.00
Tract 21616	Planter: 19,858 sq. ft.	\$ 176.00	\$ 2,112.00
	Turf: 3,670 sq. ft.	159.00	1,908.00
Tract 17867	Planter: 13,778 sq. ft.	\$ 122.00	\$ 1,464.00
Tract 12773	Planter: 13,806 sq. ft.	\$ 123.00	\$ 1,476.00
Tract 19685	Planter: 62,530 sq. ft.	\$ 552.00	\$ 6,624.00
Tract 19210	Planter: 9,270 sq. ft.	\$ 82.00	\$ 984.00
Tract 19363	Planter: 13,320 sq. ft.	\$ 118.00	\$ 1,416.00
Tract 19434	Planter: 13,242 sq. ft.	\$ 116.00	\$ 1,392.00
Tract 17457	Planter: 3,444 sq. ft.	\$ 33.00	\$ 396.00
Tract 19912	Planter: 11,750 sq. ft.	\$ 104.00	\$ 1,248.00
Tract 20552	Planter: 19,458 sq. ft.	\$ 172.00	\$ 2,064.00
Tract 20404	Planter: 36,138 sq. ft.	\$ 319.00	\$ 3,828.00
Tract 20718	Planter: 23,004 sq. ft.	\$ 204.00	\$ 2,448.00
Tract 20869	Planter: 2,100 sq. ft.	\$ 25.00	\$ 300.00
Tract 15433	Planter: 24,161 sq. ft.	\$ 214.00	\$ 2,568.00
Tract 22889	Planter: 16,438 sq. ft.	\$ 146.00	\$ 1,752.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19937	Planter: 20,890 sq. ft.	\$ 185.00	\$ 2,220.00
Tract 20301	Planter: 3,800 sq. ft.	\$ 38.00	\$ 456.00
	Turf: 3,400 sq. ft.	140.00	1,752.00
Tract 20660	Planter: 11,912 sq. ft.	\$ 106.00	\$ 1,272.00
Tract 20859	Planter: 33,630 sq. ft.	\$ 297.00	\$ 3,564.00
Tract 21113	Planter: 10,500 sq. ft.	\$ 93.00	\$ 1,116.00
	Turf: 1,700 sq. ft.	80.00	960.00
Tract 20715	Planter: 51,250 sq. ft.	\$ 453.00	\$ 5,436.00
Tract 29038	Planter: 6,243 sq. ft.	\$ 55.00	\$ 660.00
<b>Zone D Tracts Service Schedule Level 3 Total</b>		\$ 12,982.00	\$ 155,784.00
<b>Cost per sq. ft., per occurrence Level 3 Zone D- Tracts</b>			\$ 0.0093

The Total Amount of the Service Proposal shall be the cumulative total of Section A's cost per twelve month column, as listed above, which is based on the current service levels for the areas as identified herein Section A of Schedule II:

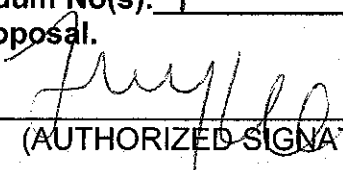
Figures: 155,784 and 00 /100's Dollars

Words: One hundred fifty-five thousand seven hundred eighty four 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 Specification 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-monument-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 has/have been received and is/are made a part of this proposal.

  
 \_\_\_\_\_ President 3/28/12  
 (AUTHORIZED SIGNATURE AND TITLE) (DATE)

**B. OPTIONAL SERVICE LEVELS\***

\*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 60. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED IN SCHEDULE II, SECTION A, PAGES 77 - 80.**

- **Service Schedule Level 1 – Zone D Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	\$ 226.00	\$ 2,712.00
Tract 21332	Planter: 19,440 sq. ft.	\$ 209.00	\$ 2,508.00
Tract 21333	Planter: 54,500 sq. ft.	\$ 585.00	\$ 7,020.00
Tract 20272	Planter: 51,216 sq. ft.	\$ 549.00	\$ 6,588.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft.	\$ 218.00	\$ 2,616.00
Tract 20030	Planter: 11,200 sq. ft.	\$ 120.00	\$ 1,440.00
Tract 19551	Planter: 36,364 sq. ft.	\$ 390.00	\$ 4,680.00
Tract 22093	Planter: 8,873 sq. ft.	\$ 96.00	\$ 1,152.00
Tract 18512/21322	Planter: 59,940 sq. ft.	\$ 643.00	\$ 7,716.00
Tract 31257	Planter: 26,686 sq. ft.	\$ 608.00	\$ 7,296.00
Tract 19032	Planter: 9,132 sq. ft.	\$ 98.00	\$ 1,176.00
Tract 11848	Planter: 9,066 sq. ft.	\$ 97.00	\$ 1,164.00
Tract 10191/18468	Planter: 10,871 sq. ft.	\$ 117.00	\$ 1,404.00
Tract 18930	Planter: 38,849 sq. ft.	\$ 417.00	\$ 5,004.00
Tract 19862	Planter: 8,805 sq. ft.	\$ 95.00	\$ 1,140.00
Tract 21737	Planter: 1,280 sq. ft.	\$ 14.00	\$ 168.00
	Turf: 2,640 sq. ft.	\$ 137.00	\$ 1,644.00
Tract 20072	Planter: 23,550 sq. ft.	\$ 253.00	\$ 3,036.00
Tract 19208	Planter: 17,680 sq. ft.	\$ 190.00	\$ 2,280.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19799	Planter: 17,652 sq. ft	\$ 189.00	\$ 2,268.00
Tract 28882	Planter: 20,983 sq. ft	\$ 255.00	\$ 3,060.00
Tract 18784/20906	Planter: 30,432 sq. ft	\$ 326.00	\$ 3,912.00
Tract 16768	Planter: 16,281 sq. ft.	\$ 175.00	\$ 2,100.00
Tract 17033	Planter: 9,990 sq. ft.	\$ 107.00	\$ 1,284.00
Tract 19500	Planter: 3,636 sq. ft	\$ 39.00	\$ 468.00
Tract 22371	Planter: 17,844 sq. ft	\$ 191.00	\$ 2,292.00
Tract 20525	Planter: 16,500 sq. ft	\$ 177.00	\$ 2,124.00
Tract 23046	Planter: 16,000 sq. ft	\$ 172.00	\$ 2,064.00
Tract 24721	Planter: 6,882 sq. ft.	\$ 74.00	\$ 888.00
Tract 31591	Planter: 16,445 sq. ft	\$ 176.00	\$ 2,112.00
Tract 22276	Planter: 11,690 sq. ft	\$ 126.00	\$ 1,512.00
Tract 22277	Planter: 20,485 sq. ft	\$ 220.00	\$ 2,640.00
Tract 17334	Planter: 37,680 sq. ft	\$ 404.00	\$ 4,848.00
Tract 15387	Planter: 9,049 sq. ft.	\$ 98.00	\$ 1,176.00
Tract 19957	Planter: 6,810 sq. ft.	\$74.00	\$888.00
Tract 20032	Planter: 14,076 sq. ft.	\$ 151.00	\$ 1,812.00
Tract 19509	Planter: 18,328 sq. ft.	\$197.00	\$2,364.00
Tract 16770	Planter: 5,830 sq. ft.	\$ 63.00	\$ 756.00
Tract 32018	Planter: 7,865 sq. ft.	\$85.00	\$1,020.00
Tract 19852	Planter: 28,800 sq. ft.	\$ 309.00	\$ 3,708.00
Tract 27526	Planter: 16,373 sq. ft.	\$176.00	\$2,112.00
Tract 30027	Planter: 45,833 sq. ft.	\$ 492.00	\$ 5,904.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19518/18372	Planter: 12,634 sq. ft.	\$ 136.00	\$ 1,632.00
Tract 13585	Planter: 2,000 sq. ft.	\$ 22.00	\$ 264.00
	Turf: 4,600 sq. ft.	224.00	2,688.00
Tract 20941	Planter: 7,455 sq. ft.	\$ 90.00	\$ 1,080.00
	Turf: 2,145 sq. ft.	\$ 114.00	\$ 1,368.00
Tract 31269-1	Planter: 43,723 sq. ft.	\$ 469.00	\$ 5,628.00
Tract 31284	Planter: 28,321 sq. ft.	\$ 304.00	\$ 3,648.00
Tract 17387	Planter: 4,384 sq. ft.	\$ 48.00	\$ 576.00
Tract 19143	Planter: 4,864 sq. ft.	\$ 53.00	\$ 636.00
Tract 21616	Planter: 19,858 sq. ft.	\$ 216.00	\$ 2,592.00
	Turf: 3,670 sq. ft.	183.00	2,196.00
Tract 17867	Planter: 13,778 sq. ft.	\$ 148.00	\$ 1,776.00
Tract 12773	Planter: 13,806 sq. ft.	\$ 149.00	\$ 1,788.00
Tract 19685	Planter: 62,530 sq. ft.	\$ 671.00	\$ 8,052.00
Tract 19210	Planter: 9,270 sq. ft.	\$ 100.00	\$ 1,200.00
Tract 19363	Planter: 13,320 sq. ft.	\$ 144.00	\$ 1,728.00
Tract 19434	Planter: 13,242 sq. ft.	\$ 143.00	\$ 1,716.00
Tract 17457	Planter: 3,444 sq. ft.	\$ 37.00	\$ 444.00
Tract 19912	Planter: 11,750 sq. ft.	\$ 127.00	\$ 1,524.00
Tract 20552	Planter: 19,458 sq. ft.	\$ 209.00	\$ 2,508.00
Tract 20404	Planter: 36,138 sq. ft.	\$ 388.00	\$ 4,656.00
Tract 20718	Planter: 23,004 sq. ft.	\$ 247.00	\$ 2,964.00
Tract 20869	Planter: 2,100 sq. ft.	\$ 23.00	\$ 276.00
Tract 15433	Planter: 24,161 sq. ft.	\$ 260.00	\$ 3,120.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 22889	Planter: 16,438 sq. ft.	\$ 177.00	\$ 2,124.00
Tract 19937	Planter: 20,890 sq. ft.	\$ 225.00	\$ 2,700.00
Tract 20301	Planter: 3,800 sq. ft.	\$ 41.00	\$ 492.00
	Turf: 3,400 sq. ft.	171.00	2,052.00
Tract 20660	Planter: 11,912 sq. ft.	\$ 128.00	\$ 1,536.00
Tract 20859	Planter: 33,630 sq. ft.	\$ 361.00	\$ 4,332.00
Tract 21113	Planter: 10,500 sq. ft.	\$ 113.00	\$ 1,356.00
	Turf: 1,700 sq. ft.	93.00	1,116.00
Tract 20715	Planter: 51,250 sq. ft.	\$ 550.00	\$ 6,600.00
Tract 29038	Planter: 6,243 sq. ft.	\$ 67.00	\$ 804.00
<b>Zone D Tracts Service Schedule Level 1 Total</b>		\$ 15,769.00	\$ 189,228.00
<b>Cost per sq. ft., per occurrence Level 1 Zone D- Southern Tracts</b>			\$ 0.11

• **Service Schedule Level 2 – Zone D Tracts Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	\$ 199.00	\$ 2,388.00
Tract 21332	Planter: 19,440 sq. ft.	\$ 183.00	\$ 2,196.00
Tract 21333	Planter: 54,500 sq. ft.	\$ 513.00	\$ 6,156.00
Tract 20272	Planter: 51,216 sq. ft.	\$ 483.00	\$ 5,796.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft.	\$ 191.00	\$ 2,292.00
Tract 20030	Planter: 11,200 sq. ft.	\$ 106.00	\$ 1,272.00
Tract 19551	Planter: 36,364 sq. ft.	\$ 343.00	\$ 4,116.00
Tract 22093	Planter: 8,873 sq. ft.	\$ 84.00	\$ 1,008.00
Tract 18512/21322	Planter: 59,940 sq. ft.	\$ 565.00	\$ 6,780.00
Tract 31257	Planter: 26,686 sq. ft.	\$ 534.00	\$ 6,408.00
Tract 19032	Planter: 9,132 sq. ft.	\$ 86.00	\$ 1,032.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 11848	Planter: 9,066 sq. ft.	\$ 84.00	\$ 1,008.00
Tract 10191/18468	Planter: 10,871 sq. ft.	\$ 102.00	\$ 1,224.00
Tract 18930	Planter: 38,849 sq. ft.	\$ 366.00	\$ 4,392.00
Tract 19862	Planter: 8,805 sq. ft.	\$ 83.00	\$ 996.00
Tract 21737	Planter: 1,280 sq. ft.	\$ 18.00	\$ 216.00
	Turf: 2,640 sq. ft.	\$ 125.00	\$ 1,500.00
Tract 20072	Planter: 23,550 sq. ft.	\$ 222.00	\$ 2,664.00
Tract 19208	Planter: 17,680 sq. ft.	\$ 167.00	\$ 2,004.00
Tract 19799	Planter: 17,652 sq. ft.	\$ 166.00	\$ 1,992.00
Tract 28882	Planter: 20,983 sq. ft.	\$ 198.00	\$ 2,376.00
Tract 18784/20906	Planter: 30,432 sq. ft.	\$ 287.00	\$ 3,444.00
Tract 16768	Planter: 16,281 sq. ft.	\$ 153.00	\$ 1,836.00
Tract 17033	Planter: 9,990 sq. ft.	\$ 94.00	\$ 1,128.00
Tract 19500	Planter: 3,636 sq. ft.	\$ 36.00	\$ 432.00
Tract 22371	Planter: 17,844 sq. ft.	\$ 168.00	\$ 2,016.00
Tract 20525	Planter: 16,500 sq. ft.	\$ 155.00	\$ 1,860.00
Tract 23046	Planter: 16,000 sq. ft.	\$ 151.00	\$ 1,812.00
Tract 24721	Planter: 6,882 sq. ft.	\$ 65.00	\$ 780.00
Tract 31591	Planter: 16,445 sq. ft.	\$ 155.00	\$ 1,860.00
Tract 22276	Planter: 11,690 sq. ft.	\$ 110.00	\$ 1,320.00
Tract 22277	Planter: 20,485 sq. ft.	\$ 193.00	\$ 2,316.00
Tract 17334	Planter: 37,680 sq. ft.	\$ 355.00	\$ 4,260.00
Tract 15387	Planter: 9,049 sq. ft.	\$ 85.00	\$ 1,020.00
Tract 19957	Planter: 6,810 sq. ft.	\$ 64.00	\$ 768.00



SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 20032	Planter: 14,076 sq. ft.	\$ 133.00	\$ 1,596.00
Tract 19509	Planter: 18,328 sq. ft.	\$ 173.00	\$ 2,076.00
Tract 16770	Planter: 5,830 sq. ft.	\$ 55.00	\$ 660.00
Tract 32018	Planter: 7,865 sq. ft.	\$ 74.00	\$ 888.00
Tract 19852	Planter: 28,800 sq. ft.	\$ 271.00	\$ 3,252.00
Tract 27526	Planter: 16,373 sq. ft.	\$ 154.00	\$ 1,848.00
Tract 30027	Planter: 45,833 sq. ft.	\$ 432.00	\$ 5,184.00
Tract 19518/18372	Planter: 12,634 sq. ft.	\$ 119.00	\$ 1,428.00
Tract 13585	Planter: 2,000 sq. ft.	\$ 25.00	\$ 300.00
	Turf: 4,600 sq. ft.	203.00	2,436.00
Tract 20941	Planter: 7,455 sq. ft.	\$ 71.00	\$ 852.00
	Turf: 2,145 sq. ft.	\$ 105.00	\$ 1,260.00
Tract 31269-1	Planter: 43,723 sq. ft.	\$ 412.00	\$ 4,944.00
Tract 31284	Planter: 28,321 sq. ft.	\$ 267.00	\$ 3,204.00
Tract 17387	Planter: 4,384 sq. ft.	\$ 41.00	\$ 492.00
Tract 19143	Planter: 4,864 sq. ft.	\$ 46.00	\$ 552.00
Tract 21616	Planter: 19,858 sq. ft.	\$ 187.00	\$ 2,244.00
	Turf: 3,670 sq. ft.	164.00	1,968.00
Tract 17867	Planter: 13,778 sq. ft.	\$ 130.00	\$ 1,560.00
Tract 12773	Planter: 13,806 sq. ft.	\$ 131.00	\$ 1,572.00
Tract 19685	Planter: 62,530 sq. ft.	\$ 589.00	\$ 7,068.00
Tract 19210	Planter: 9,270 sq. ft.	\$ 87.00	\$ 1,044.00
Tract 19363	Planter: 13,320 sq. ft.	\$ 126.00	\$ 1,512.00
Tract 19434	Planter: 13,242 sq. ft.	\$ 125.00	\$ 1,500.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17457	Planter: 3,444 sq. ft.	\$ 35.00	\$ 420.00
Tract 19912	Planter: 11,750 sq. ft.	\$ 111.00	\$ 1,332.00
Tract 20552	Planter: 19,458 sq. ft.	\$ 103.00	\$ 2,196.00
Tract 20404	Planter: 36,138 sq. ft.	\$ 340.00	\$ 4,080.00
Tract 20718	Planter: 23,004 sq. ft.	\$ 217.00	\$ 2,604.00
Tract 20869	Planter: 2,100 sq. ft.	\$ 28.00	\$ 336.00
Tract 15433	Planter: 24,161 sq. ft.	\$ 228.00	\$ 2,736.00
Tract 22889	Planter: 16,438 sq. ft.	\$ 155.00	\$ 1,860.00
Tract 19937	Planter: 20,890 sq. ft.	\$ 197.00	\$ 2,364.00
Tract 20301	Planter: 3,800 sq. ft.	\$ 39.00	\$ 468.00
	Turf: 3,400 sq. ft.	152.00	1,824.00
Tract 20660	Planter: 11,912 sq. ft.	\$ 112.00	\$ 1,344.00
Tract 20859	Planter: 33,630 sq. ft.	\$ 317.00	\$ 3,804.00
Tract 21113	Planter: 10,500 sq. ft.	\$ 99.00	\$ 1,188.00
	Turf: 1,700 sq. ft.	83.00	996.00
Tract 20715	Planter: 51,250 sq. ft.	\$ 483.00	\$ 5,796.00
Tract 29038	Planter: 6,243 sq. ft.	\$ 59.00	\$ 708.00
<b>Zone D Southern Tracts Service Schedule Level 2 Total</b>		\$ 13,847.00	\$ 166,164.00
<b>Cost per sq. ft., per occurrence Level 2 Zone D- Tracts</b>			\$ 0.0099

PROPOSER: Mariposa Landscapes, Inc.

(Company

Name)



President

3/28/12

(AUTHORIZED SIGNATURE AND TITLE)

(DATE)

**D. ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

Prices for Additional Work, and Routine Irrigation Repair, include, but are not limited to Exhibits A and C.

**1. UNIT PRICES (Includes all labor and materials)**

- a. 1 gal. shrub/vine/ground cover in place @ \$ 7.00 ea
- b. 5 gal. shrub/vine/ground cover in place @ \$ 18.00 ea
- c. 5 gal. tree in place (stakes included) @ \$ 30.00 ea
- d. 15 gal. tree in place (stakes included) @ \$ 75.00 ea
- e. 24" box tree in place (stakes included) @ \$ 250.00 ea
- f. 36" box tree in place (stakes included) @ \$ 750.00 ea
- g. Flat of ground cover in place @ \$ 25.00 ea
- h. Fertilizer application @ \$ 0.02 /sq. ft.
- i. Planter bed mulch in place @ \$ 40.00 /cu. yd.
- j. Additional labor @ \$ 30.00 /man hour
- k. Additional irrigation technician @ \$ 45.00 /man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additional Landscape Areas per Exhibit C, Section 2 shall be as follows:

- a. Per Schedule II, Section A cost per sq. ft., per occurrence.  
Or
- b. Per Schedule II, Section B as follows:
  - 1. Per Schedule II, Section B, Service Schedule, Level 1, Optional Service cost per sq. ft., per occurrence.
  - 2. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.

(Company Name)

President

3/28/12

(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"):**

One hundred fifty-five thousand seven hundred eighty four and 0/100 Dollars  
(Dollar Amount in Words)

\$ 155,784.00  
(Dollar Amount in Figures)

Date: 3/28/12

Proposer: Mariposa Landscapes, Inc.  
(Company Name)

By: [Signature]  
(Signature) President

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

State License Number and Classification: 592268 C-27,A,C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT \_\_\_\_\_  
(Corporate Seal)  
SECRET

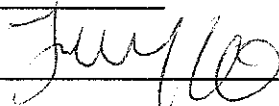
ARY [Signature]

**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 %, 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 3/28/12

Signature of Proposer 

By Terry Noriega

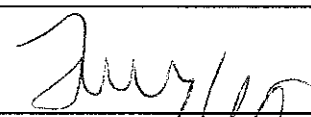
Address of Proposer 15529 Arrow Highway  
Irwindale, CA 91706

Telephone Number of Proposer (626 ) 960-0196

Names and Addresses of Members of the Company:

Terry Noriega, 15529 Arrow Highway, Irwindale, CA 91706

(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

592268 C-27,A, C61/D49

PRESIDENT

*[Handwritten Signature]*

SECRETARY

*[Handwritten Signature]*

TREASURER

*[Handwritten Signature]*

(Corporate Seal)

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)

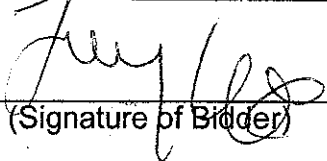
Mariposa Landscapes, Inc. \_\_\_\_\_ the party making the  
(Contractor)

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 any one 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

**Jurat**

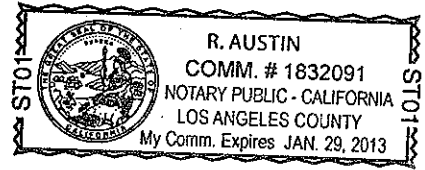
State of California  
County of Los Angeles

On, March 28, 2012, before me, Terry Noriega President – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)

Signature *R. Austin*  
R. Austin – Notary Public # 1832091





## APPENDIX A: 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	-	-	<sup>c</sup> 0.30	0.17	-	8	8.47 <sup>b</sup> 12.47
Kern	8.00	-	-	<sup>d</sup> 0.16	0.17	-	8	<sup>b</sup> 8.33 <sup>b</sup> 12.33
Los Angeles	10.00	-	-	<sup>e</sup> 0.27	0.46	-	8	<sup>b</sup> 10.73 <sup>b</sup> 15.73
Orange	8.00	0.89	-	<sup>f</sup> 0.115	0.14	-	8	<sup>b</sup> 9.145 <sup>b</sup> 13.145
Riverside	8.00	-	-	<sup>g</sup> 0.11	0.11	-	8	<sup>b</sup> 8.22 <sup>b</sup> 12.22
San Diego	8.00	-	-	<sup>h</sup> 0.20	0.16	-	8	<sup>b</sup> 8.36 <sup>b</sup> 12.36
San Luis Obispo	8.00	-	-	<sup>i</sup> 0.22	0.115	-	8	8.335 <sup>b</sup> 12.335
Santa Barbara	8.00	-	-	<sup>j</sup> 0.24	0.12	-	8	8.36 <sup>b</sup> 12.36
Ventura	8.00	-	-	<sup>k</sup> 0.15	0.15	-	8	8.30 <sup>b</sup> 12.30
	8.00	-	-	<sup>l</sup> 0.16	0.16	-	8	8.32 <sup>b</sup> 12.32
	8.00	-	-	<sup>m</sup> 0.12	0.12	-	8	<sup>b</sup> 8.24 <sup>b</sup> 12.24
	8.00	-	-	<sup>n</sup> 0.13	0.13	-	8	<sup>b</sup> 8.26 <sup>b</sup> 12.26
	8.00	-	-	<sup>o</sup> 0.115	0.16	-	8	8.275 <sup>b</sup> 12.275
	8.00	2.97	-	<sup>p</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>c</sup> \$0.31 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>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.

18C

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT  
MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO. \_\_\_\_\_ MONTH OF \_\_\_\_\_, 20\_\_\_\_

<p><u>MAINTENANCE</u></p> <ul style="list-style-type: none"> <li>• DATE(S)</li> <li>• AREA</li> <li>• SERVICE TYPE:</li> <li>MOW/EDGE</li> <li>TRIM/PRUNE-</li> <li>WEED</li> <li>LITTER-</li> <li>IRRIGATION</li> <li>ETC.</li> </ul>	<p><u>FERTILIZER</u></p> <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>	<p><u>PESTICIDES</u></p> <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>	<p><u>COMPLAINTS</u></p> <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>	<p><u>HAZARDS</u></p> <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				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT  
MORENO VALLEY COMMUNITY SERVICES DISTRICT

FOR MONTH OF \_\_\_\_\_, 20\_\_\_\_

CONTROLLER NO. \_\_\_\_\_

STATION NO. \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

	DATE(S) CHECKED	PROBLEM(S) IDENTIFIED	CORRECTIVE ACTIONS <ul style="list-style-type: none"> <li>• DATE CORRECTED</li> <li>• CORRECTIVE ACTION DETAILS</li> </ul>	HAZARDS <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				

APPENDIX C: 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: ( \_\_\_\_\_ ) \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CDS Insurance Services License # 0C88587 437 S. Cataract Ave. Suite 1 San Dimas CA 91773	<b>CONTACT NAME:</b> Pauline Riordan <b>PHONE (A/C No. Ext):</b> (909) 599-7200 <b>E-MAIL ADDRESS:</b> pollyr@cdsinsurance.com	<b>FAX (A/C. No):</b> (909) 599-2700
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Mariposa Landscapes Inc. Mariposa Landscapes Arizona, Inc. 15529 Arrow Highway Irwindale CA 91706	<b>INSURER A:</b> Wausau Underwriters Ins Co <i>ACXN DCA</i>	
	<b>INSURER B:</b> Scottsdale Ins Co <i>ACXN DCA</i>	
	<b>INSURER C:</b> Endurance American Specialty <i>ACXN DCA</i>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 12-13      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			YVJ-Z91-456651-022 ✓ <b>RISK MANAGEMENT Approved</b>	4/1/2012	4/1/2013	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 ✓ MED EXP (Any one person) \$ 5,000 ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COM/POP AGG \$ 2,000,000 ✓
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<i>Mr. Clary 607-112</i> ASJ-Z91-456651-012 By _____ Date _____	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			XLS0081146	4/1/2012	4/1/2013	EACH OCCURRENCE \$ 5,000,000 ✓ AGGREGATE \$ 5,000,000 ✓
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS _____ OTH-ER _____ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>Contractors Pollution Liability</b>			ECC101014313-00	4/1/2012	4/1/2013	\$1,000,000 Limit \$1,000,000 General Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Re: Project No. DSG-2/12-13-Maintenance of Landscaping and Irrigation**  
 City of Moreno Valley, Moreno Valley Community Services District (CSD) and the Moreno Valley Housing Authority (MVHA), their officers, employees and agents are named as additional insured per the attached endorsement LG 31 80 09 07 and includes primary wording.  
 \*revised from 6/25/12

<b>CERTIFICATE HOLDER</b> City of Moreno Valley 14177 Frederick Street PO Box 88005 Moreno Valley, CA 92552	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chuck Swan/MELANI <i>Charles Swan</i>
---	---

Policy Number YVJ-Z91-456651-022 ✓  
Issued by WAUSAU UNDERWRITERS INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **LIBERTY DirectSolutions for Contractors**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

##### **Index of modified items:**

- Item 1. REASONABLE FORCE**
- Item 2. NON-OWNED WATERCRAFT EXTENSION**
- Item 3. ALIENATED PREMISES**
- Item 4. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL**
- Item 5. DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 6. BODILY INJURY TO CO-EMPLOYEES**
- Item 7. HEALTH CARE PROFESSIONALS AS INSURED**
- Item 8. NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 9. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - MANAGERS OR LESSORS OF PREMISES**
- Item 10. EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)**
- Item 11. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION**
- Item 12. ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS**
- Item 13. ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 14. ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT**
- Item 15. KNOWLEDGE OF OCCURRENCE**
- Item 16. UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 17. BODILY INJURY REDEFINITION**
- Item 18. MOBILE EQUIPMENT REDEFINITION**
- Item 19. SUPPLEMENTARY PAYMENTS**
- Item 20. LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

#### **Item 1. REASONABLE FORCE**

Exclusion a. of Coverage A is replaced by the following:

##### **a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Item 2. NON-OWNED WATERCRAFT EXTENSION**

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 55 feet long; and
  - (b) Not being used for public transportation or as a common carrier.

**Item 3. ALIENATED PREMISES**

1. Subparagraph j.(2) of Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**Item 4. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL**

1. Subparagraphs (3) and (4) of Exclusion j. of Coverage A. do not apply except to:

- (a) Borrowed equipment; or
- (b) "Property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

**2. Limits of Insurance**

Subject to Paragraphs 2., 3., and 5. of Section III - Limits Of Insurance, the most we will pay for insurance provided by Paragraph 1. above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

**Item 5. DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**

**A. Fire, Lightning Or Explosion Damage**

The last paragraph of 2. Exclusions under Section I - Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

**B. Limits for Damage to Premises Rented to You**

Paragraph 6. of Section III - Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) Damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "Property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

**Item 6. BODILY INJURY TO CO-EMPLOYEES**

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**Item 7. HEALTH CARE PROFESSIONALS AS INSUREDS**

Paragraph 2.a. (1) (d) of Section II - Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

**Item 8. NEWLY FORMED OR ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
  - a. Coverage under this provision is afforded only until:



- i. The 180th day after you acquire or form the organization; or
  - ii. Separate coverage is purchased for the organization; or
  - iii. The end of the policy period,
- whichever is earlier.
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any past partnership, current or past joint venture or past limited liability company that is not shown as a Named Insured in the Declarations.

**Item 9. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - MANAGERS OR LESSORS OF PREMISES**

- A. Section II - Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:
  - 1. The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
  - 2. The written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

**B. Waiver Of Subrogation**

For any additional insured that obtains insured status on this policy through Paragraph A. above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

**C. Exclusions**

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the additional insured.
3. Any premises for which coverage is excluded by endorsement.

**D. Other Insurance**

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

**Item 10. EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)**

- A. Section II - Who Is An Insured** is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:
1. The "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
  2. The written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

#### B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through Paragraph A. above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

#### C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. To "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. When coverage is available under a consolidated (wrap up) insurance program in which you are involved.

#### D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

### Item 11. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) The written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

#### **B. Waiver Of Subrogation**

For any additional insured that obtains insured status on this policy through Paragraph A. above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

#### **C. Exclusions**

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

#### **D. Other Insurance**

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

**Item 12. ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS**

A. Section II - Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

**Item 13. ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**

Section II - Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

**Item 14. ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT**

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

**B. Waiver of Subrogation**

For any additional insured that obtains insured status on this policy through Paragraph A. above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

**C. Other Insurance**

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

**Item 15. KNOWLEDGE OF OCCURRENCE**

Subparagraphs 2.a, b. and c. of Condition 2, Section IV - Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

**Item 16. UNINTENTIONAL ERRORS AND OMISSIONS**

Paragraph 6. of Section IV - Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non renewal.

**Item 17. BODILY INJURY REDEFINITION**

The definition of "bodily injury" in Section V - Definitions section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

**Item 18. MOBILE EQUIPMENT REDEFINITION**

Paragraphs 12.1(1) (a) (b) and (c) of Section V - Definitions do not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

**Item 19. SUPPLEMENTARY PAYMENTS**

Section I - Coverages, Supplementary Payments - Coverages A and B, Items 1.b. and 1.d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

**Item 20. LIBERALIZATION**

Section IV - Commercial General Liability Conditions is amended to add the following:

**10. Liberalization**

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kelley, Jiggins & Assoc. Insurance Brokers PO Box 60310 Pasadena, CA 91116-6310	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>626.396.1035</b> FAX (A/C, No): <b>626.396.1045</b>	
	E-MAIL ADDRESS:	
<b>INSURED</b> <del>Mariposa Landscapes, Inc.</del> 15529 Arrow Highway Irwindale, CA 91706	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
	INSURER A : <b>Security National Insurance</b> 19879	
	INSURER B : <b>FOX/OA</b>	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES**      **CERTIFICATE NUMBER: 2012-2013**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SWC1009069	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> ✓ E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> ✓ E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b> ✓	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project No. DSG-2/12-13 - Maintenance of Landscaping and Irrigation

30 days cancellation except 10 days for non-payment of premium

**Approved**  
 BY *Ronald Jigg*      8-1-12  
 Date

**CERTIFICATE HOLDER**

City of Moreno Valley ✓  
 14177 Frederick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Ronald Jigg*



**D. ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

Prices for Additional Work, and Routine Irrigation Repair, include, but are not limited to: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a. 1 gal. shrub/vine/ground cover in place	@	\$	<u>7.00</u>	ea
b. 5 gal. shrub/vine/ground cover in place	@	\$	<u>18.00</u>	ea
c. 5 gal. tree in place (stakes included)	@	\$	<u>30.00</u>	ea
d. 15 gal. tree in place (stakes included)	@	\$	<u>75.00</u>	ea
e. 24" box tree in place (stakes included)	@	\$	<u>250.00</u>	ea
f. 36" box tree in place (stakes included)	@	\$	<u>750.00</u>	ea
g. Flat of ground cover in place	@	\$	<u>25.00</u>	ea
h. Fertilizer application	@	\$	<u>0.02</u>	/sq. ft.
i. Planter bed mulch in place	@	\$	<u>40.00</u>	/cu. yd.
j. Additional labor	@	\$	<u>30.00</u>	/man hour
k. Additional irrigation technician	@	\$	<u>45.00</u>	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additional Landscape Areas per Exhibit C, Section 2 shall be as follows:

- a. Per Schedule II, Section A cost per sq. ft., per occurrence.  
Or
- b. Per Schedule II, Section B as follows:
  - 1. Per Schedule II, Section B, Service Schedule, Level 1, Optional Service cost per sq. ft., per occurrence.
  - 2. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.

(Company Name)

President

3/28/12

(AUTHORIZED SIGNATURE AND TITLE)

(DATE)

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

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

**AGENDA DATE:** May 14, 2013

**TITLE:** FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-2/09

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### **RECOMMENDED ACTION**

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board: Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-2/09, ("First Amendment to the Agreement for E-2/09") with Tropical Plaza Nursery, Inc., 9642 Santiago Boulevard, Villa Park, CA 92861 for the E-2 (Hidden Springs) area.
2. Authorize the City Manager to execute the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery, Inc.
3. Authorize an adjustment in the purchase order (PO) to Tropical Plaza Nursery, Inc., for an increase of \$18,000.00 when the First Amendment to the Agreement for E-2/09 has been signed by all parties.

### **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. 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 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).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, 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. Base services are performed on a scheduled rotation basis.

“Additional work” is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, as allowed per Exhibit E of the Agreement (See Attachment 3 – Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

## **DISCUSSION**

E-2/09 is the CSD landscape maintenance Agreement (“Agreement”) that covers the CSD maintained landscape services areas (parkways, medians and open space (paseo) areas) of Zone E-2 (Hidden Springs). Service levels for E-2 are consistent with the terms of the CSD Zone E (Extensive Parkway Landscape Maintenance) Service Plan Policy, (the “Policy”) as adopted by the CSD Board on September 25,

2007, and amended on April 26, 2011, which includes General Service Level Guidelines for Standard Maintenance Service, which is applied to the parkways and medians of E-2, and an adjusted reduced level of maintenance service for the paseao areas, which is consistent with the Policy and Zone E-2 funding.

The Agreement as extended for fiscal year (FY) 2012/13 was authorized in the NTE amount of \$98,619.92 (\$73,219.92 for base maintenance services and \$25,400.00 for additional work).

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13 tasks normally performed by field personnel, including certain weed abatement, irrigation, and plant replacement services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from \$25,400.00 to \$43,400.00 (an \$18,000.00 increase) to cover the cost of additional, labor and materials, to perform weed abatement and potential plant replacements.

This First Amendment to the Agreement for E-2/09 will increase the additional work cost by a net increase of \$18,000.00. This adjustment is consistent with the additional work unit costs identified in the Agreement. Approval of the First Amendment to the Agreement for E-2/09 will increase the NTE amount to \$116,619.92 (\$73,219.92 for base maintenance services and \$43,400.00 for additional work) for FY2012/13.

### **ALTERNATIVES**

1. Approve the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery for E-2/09 in the form attached hereto to provide continuation of landscape maintenance and maintenance related services to Zone E-2 (Hidden Springs), authorize the City Manager to execute said First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery, Inc., and authorize an increase in the purchase order to Tropical Plaza Nursery, Inc., in the amount of \$18,000.00. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*
2. Do not approve the First Amendment to the Agreement for E-2/09 with Tropical Plaza Nursery for E-2/09 in the form attached hereto provide continuation of landscape maintenance and maintenance related services to Zone E-2 (Hidden Springs), do not authorize the City Manager to execute said First Amendment to the Agreement with Tropical Plaza Nursery, Inc., and do not authorize an increase in the purchase order to Tropical Plaza Nursery, Inc., of \$18,000.00. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone E-2 (Hidden Springs) landscaped areas.*

**FISCAL IMPACT**

CSD Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for parkway, median, and open space landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City's General Fund.**

The following table represents the Adjustment to be made in the General Ledger Account to the Zone E budget to accommodate the First Amendment to the Agreement for E-2/09 for landscape maintenance services.

<b>Contractor</b>	<b>GL Account</b>	<b>Base Agreement Amount</b>	<b>2012/13 Additional Work Agreement Amount</b>	<b>2012/13 Agreement Total</b>	<b>2012/13 Net Adjustments</b>	<b>2012/13 Amended Agreement Total</b>
Tropical Plaza Nursery, Inc.	5013-30-79-25708-620910	\$ 73,219.92	\$25,400.00	\$ 98,619.92	\$ 18,000.00	\$ 116,619.92

**CITY COUNCIL GOALS****Community Image and Positive Environment:**

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

**NOTIFICATION**

N/A

**ATTACHMENTS**

Attachment 1 – First Amendment to the Agreement for E-2/09

Attachment 2 – Agreement for E-2/09 for FY 2009/10, and Extensions to the Agreement for E-2/09 for FYs 2010/11, 2011/12, and 2012/13

Attachment 3 – Additional Work Price List

Prepared By:  
Sharon Sharp  
Senior Management Analyst

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

Concurred By:  
Candace 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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**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
PROJECT NO. E-2/09  
HIDDEN SPRINGS**

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Tropical Plaza Nursery, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT E-2/09, hereinafter referred to as "Agreement," dated March 10, 2009; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways, medians, and open spaces for E-2 (Hidden Springs) as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on May 5, 2010, for the 2010/11 Fiscal Year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on June 1, 2011 for the 2011/12 FY, the "Second Extension Agreement"; and,

WHEREAS, E-2 costs for electricity, water, irrigation replacement components, and similar maintenance related components and utilities increased the overall maintenance costs to E-2 and no additional revenues were approved by E-2 property owners to accommodate the increased costs; and,

**FIRST AMENDMENT TO THE AGREEMENT  
FOR THE INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT E-2/09**

WHEREAS, to prevent an interruption in maintenance services, in accordance with Exhibit A, 2 b., of the Agreement, a revision to the work schedule was proposed by the Contractor to modify the frequency of maintenance service to the open space (paseao) areas to accommodate the necessity to reduce the cost of the Agreement to a level consistent with E-2 available funds.

WHEREAS, an extension agreement was entered into on June 20, 2012 for the 2012/13 FY, the "Third Extension Agreement", which reflected the full service of the parkway areas and reduced irrigation technician services of the open space areas; and,

WHEREAS the Third Extension Agreement was authorized in the not-to-exceed (NTE) amount of \$98,619.92 (\$65,940.00 for base maintenance services of the parkways and medians, and \$7,279.92 for Irrigator Technician services for the open space areas to be paid at a rate of \$6,101.66 per month, one month in arrears and \$25,400.00 for additional work); and,

WHEREAS, the amount of additional work that has been identified is greater than anticipated when the Third Extension Agreement was entered into, which will require an increase in the Third Extension Agreement's additional work allocation from \$25,400.00 to \$43,400.00, to cover the cost of additional services to be performed or provided by the Contractor, which includes but is not limited to labor and materials, to perform weed abatement of 3,308,892 sq. ft. (more than 75 acres) of open space area.

WHEREAS, it is desirable to amend the Third Extension Agreement, to increase the amount from \$98,619.92 to \$116,619.92 to cover the additional costs of services, at the unit prices as listed in Exhibit E, Schedule II., letter A. of the Agreement.

**FIRST AMENDMENT TO THE AGREEMENT  
FOR THE INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT E-2/09**

SECTION 1 AMENDMENT to the THIRD EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Third Extension Agreement, Section 5., from twenty-five thousand four hundred and 00/100 dollars (\$25,400.00) to forty-three thousand four hundred and 00/100 dollars (\$43,400.00) to accommodate additional labor and material costs associated with weed abatement services for the open space areas of E-2.

SECTION 2

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

**SIGNATURE PAGE TO FOLLOW**

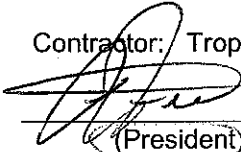
**FIRST AMENDMENT TO THE AGREEMENT  
FOR THE INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT E-2/09**

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

Moreno Valley Community Services District

Contractor: Tropical Plaza Nursery, Inc.


By: \_\_\_\_\_  
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

By:   
Title: (President or Vice President)

Date: \_\_\_\_\_

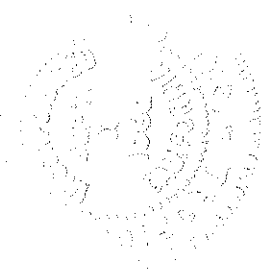
Date: 5-2-13

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

By:   
Title: Corporate Secretary or Assistant Secretary (If applicable)

Date: 5-2-13

Affix Corporate Seal Below  
(If applicable)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727</b>	CONTACT NAME: <b>Debbie Cerkueira</b>	
	PHONE (A/C, No, Ext): <b>(559) 650-3555</b>	FAX (A/C, No): <b>(559) 650-3558</b>
INSURED <b>Tropical Plaza Nursery, Inc. 9642 Santiago Blvd.  Villa Park CA 92861</b>	E-MAIL ADDRESS: <b>dcerkueira@lcisinc.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>ARCH Insurance Company</b>	NAIC # <b>11150</b>
	INSURER B: <b>Firemans Fund Ins Co</b>	<b>21873</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F: <b>Revises previous certs</b>	

COVERAGES CERTIFICATE NUMBER: 13-14 Pkg & Umbrell REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		LCPKG0143104	2/14/2013	2/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$500 PD DED					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		SSE 000 6782 2355	2/14/2013	2/14/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						OTHER
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: All landscape operations performed by or on behalf of the named insured.  
 Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108  
 The City of Moreno Valley, The City of Moreno Valley Community Services District and the Moreno Valley Housing Authority, their officers, employees and agents (Excluding Professional Liability) are named as additional insured This revises certificate dated 03-14-2013

<b>CERTIFICATE HOLDER</b>  The City of Moreno Valley, The City of Moreno Valley Community Services District the Moreno Valley Housing Authority, P.O. Box 88005 Moreno Valley, CA 92552-0805	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  D Cerkueira/KSAENZ

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

- a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.
- b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.
- c. The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.
- d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.
- e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.
- f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.
- g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143104

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2013



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/7/2013

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<b>PRODUCER</b> Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	<b>CONTACT NAME:</b> Debbie Cerkueira <b>PHONE (A/C No, Ext):</b> (559) 650-3555 <b>FAX (A/C No):</b> (559) 650-3558 <b>E-MAIL ADDRESS:</b> doerkueira@lcisinc.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Surety Corporation</td> <td></td> <td>21881</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: National Surety Corporation		21881	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Tropical Plaza Nursery, Inc. 9642 Santiago Blvd. Villa Park CA 92861																					

**COVERAGES** CERTIFICATE NUMBER: 13-14 WC REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Eg accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 81010633	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: All landscape operations performed by or on behalf of the named insured.  
 This revises certificate dated 03-29-2013

<b>CERTIFICATE HOLDER</b>  The City of Moreno Valley, The City of Moreno Valley Community Services District Moreno Valley Housing Authority, P.O. Box 88005 Moreno Valley, CA 92552-0805	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  D Cerkueira/KSAENZ
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> VANCE ORAND STATE FARM INSURANCE AGENCY INC. 220 S TUSTIN ST ORANGE, CA 92866 	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 714-639-6616 FAX (A/C. No): 714-997-5103 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Mutual Automobile Insurance Company	25178	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : State Farm Mutual Automobile Insurance Company	25178													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> TROPICAL PLAZA NURSERY INC. 9642 SANTIAGO BLVD. VILLA PARK, CA 92867-2521														

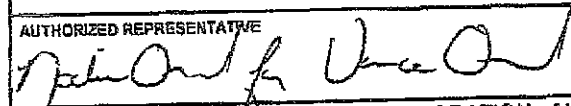
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/CD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Addl Insure <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DESIGNAT		F60-0202-F05-751	12/05/2012	12/05/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	FLEET POLICY		F60-0202-F05-751	12/05/2012	12/05/2013	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\* THEIR OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED.

<b>CERTIFICATE HOLDER</b> THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY COMMUNITY SERVICES DISTRICT AND THE MORENO VALLEY HOUSING AUTHORITY** PO BOX 880055 MORENO VALLEY, CA 92705	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MORENO VALLEY COMMUNITY SERVICES DISTRICT  
PROJECT E-2/09  
HIDDEN SPRINGS

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement, effective as of the day signed by the 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: Tropical Plaza Nursery, Inc.  
 Address: 9642 Santiago Blvd.  
 City: Villa Park State: CA Zip: 92861  
 Business Phone: (714) 998-4100 Fax No.: (714) 998-4788  
 Other Contact Number: N/A  
 Social Security Number: N/A  
 Business License Number: # 06783  
 Federal Tax I.D. Number: # 95-3773961  
 Contractors' License Number & Classification: # 519398/Class C-27

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The District's responsibility, other than payment, is 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 Contractor Starting Date is 7-1-2009 and the Contractor Ending Date is 6-30-2010. 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 not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays

PROJECT E-2/09  
INDEPENDENT CONTRACTOR AGREEMENT

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 submittal documents, 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 specifications and performance standards provided for in Exhibit "A," 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 any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the 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 Agreement, 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 Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), 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 Agreement. Acceptance of this Agreement 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.

PROJECT E-2/09  
INDEPENDENT CONTRACTOR AGREEMENT

- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and 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 City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and the District, 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 sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the City, 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, sub-Contractor, 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 Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 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, RDA, and the 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 Agreement

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 \$500,000 combined single limit.

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INDEPENDENT CONTRACTOR AGREEMENT

- 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 Risk Manager prior to the execution of this Agreement. 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 Community Redevelopment Agency of the City of Moreno Valley, 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 Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy.

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 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 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 Agreement, 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 City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement

PROJECT E-2/09  
INDEPENDENT CONTRACTOR AGREEMENT

may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

- a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
- b. The District may terminate this Agreement 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 Agreement 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 Agreement. 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 Agreement.

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 Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. 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

PROJECT E-2/09  
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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: Tropical Plaza Nursery, Inc.  
9642 Santiago Blvd.  
Villa Park, CA 92861  
(714) 998-4100  
[Telephone number]  
(714) 998-4788  
[Fax number]

With a copy to:

\_\_\_\_\_  
[Attorney for Contractor, if applicable]

\_\_\_\_\_  
[Street Address]

\_\_\_\_\_  
[Post Office Box, if applicable]

\_\_\_\_\_  
[City, State, Zip Code]

\_\_\_\_\_  
[Telephone number]

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

\_\_\_\_\_  
[Fax number]

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

To CSD: MORENO VALLEY COMMUNITY SERVICES  
DISTRICT  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Stuart Sheldon  
Telephone number: (951) 413-3480  
Fax Number: (951) 413-3498

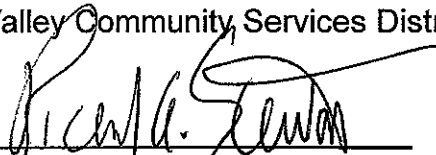
With a copy to:

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

PROJECT E-2/09  
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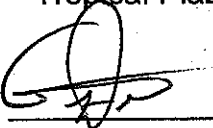
IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

Moreno Valley Community Services District

BY:   
Mayor, acting in the capacity of  
President to the Moreno Valley  
Community Services District

3/10/09  
Date

Tropical Plaza Nursery, Inc.

BY:   
TITLE: President  
(President or Vice President)

10/14/08  
Date

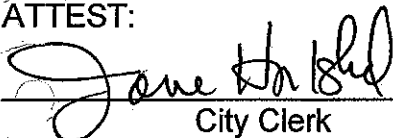
BY: 

TITLE: SECRETARY  
(Corporate Secretary)

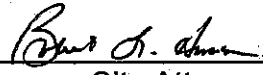
10/14/08  
Date

**INTERNAL USE ONLY**

ATTEST:

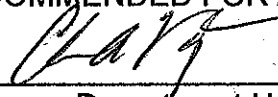
  
City Clerk

APPROVED AS TO LEGAL FORM:

  
City Attorney

5 MAR 2009  
Date

RECOMMENDED FOR APPROVAL:

  
Department Head

3/2/09  
Date

PROJECT NO. E-2/09  
EXHIBIT A

1. 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 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, Contract Exhibit A.
- b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune 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 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 that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this 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 Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

- a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.
- b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to



equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

- c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the 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) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are 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 methods 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 approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so 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" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved 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 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	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date 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, contractor shall submit a proposed make-up day for the Director's approval.

### 3. FUNCTIONS AND RESPONSIBILITIES

- a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to 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 Agreement. 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 maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

- d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. 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, two-way radio, pager, or car 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.
- e. 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 facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
1. City Manager
  2. Director of Public Works
  3. Police Department
  4. Fire Department
  5. Special Districts Division Manager
  6. Landscape Districts Program Manager
  7. Senior Landscape Services Inspector
  8. Landscape Services Inspector
  9. Street Maintenance Supervisor

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. 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. 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 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 interest 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 proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

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. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. 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) 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., paragraph a.
- 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. above.
- c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements

including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the 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, 2003 (or most current) 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 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 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) 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 of the General Provisions may result in contract termination, per Agreement, Section J.

8. USE OF CHEMICALS

- a. Before the beginning of the contract period, the Contractor shall submit a list 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 approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).
- 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 Public Works Department of the City of Moreno Valley.
- d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: 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). 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 that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of 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 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. Throughout the period of work on 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 \$25.00 per calendar day (or portion thereof) for each workman 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

- a. 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.

- b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

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, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

PROJECT E-2/09  
TECHNICAL PROVISIONS - LANDSCAPE

1. TREE CARE

- a. All trees are to be maintained in a manner that will promote normal, healthy growth.
- b. 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., paragraphs a., and b.
- c. 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.
- d. Any tree shall be pruned at any time in order to:
  1. Remove dead, diseased, or damaged branches;
  2. Remove unwanted encroachments into public and/or utility rights-of-way;
  3. Correct any condition which the Director has deemed to be hazardous.
- e. Trees up to eighteen feet (18') in height shall:
  1. Be pruned to enable successful adaptation to their particular site situation;
  2. Have no more than one-third (1/3) of living branches removed annually;
  3. Be fertilized only as directed by District field staff.
- f. Trees over eighteen feet (18') in height shall:
  1. Be inspected annually;
  2. Pruned and/or trimmed as necessary to maintain proper site orientation;

PROJECT E-2/09  
EXHIBIT A – cont.

3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
  4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
- g. Pruning tools shall:
1. Be kept properly sharpened, and in proper working order;
  2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
- h. The following practices shall not be allowed:
1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
  2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
  3. Use of pruning paint/pruning compound/wound dressing;
  4. Use of climbing spurs or gaffs.
- i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
- j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.
- k. 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.
- l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

2. SHRUB CARE

- a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- b. 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').
- c. 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.
- d. Any shrub shall be pruned and/or trimmed at any time in order to:
  1. Remove dead, diseased, or damaged branches;
  2. Remove unwanted encroachments into public and/or utility rights-of-way;
  3. Correct any condition which the Director has deemed to be hazardous.
- e. Shrubs shall be pruned:
  1. To enable successful adaptation to their particular site situation;
  2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
  3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- f. Pruning tools shall:
  1. Be kept properly sharpened, and in proper working order;
  2. 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.

- g. The following practices shall not be allowed:
  - 1. 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.
  - 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
  - 3. Use of pruning paint/pruning compound/wound dressing.
- h. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through e., below.
- i. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

3. GROUND COVER CARE

- a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
- b. For the purposes of these Specifications, 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').
- c. Ground covers shall be pruned/trimmed at any time in order to:
  - 1. Remove dead, diseased, or damaged branches/crowns;
  - 2. 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);
  - 3. Correct any condition which the Director has deemed to be hazardous.
- d. Ground covers shall be pruned/trimmed/renovated:
  - 1. To enable successful adaptation to their particular site situation;
  - 2. In accordance with accepted practices for the particular species in question;
  - 3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

- e. Pruning tools shall:
  - 1. Be kept properly sharpened, and in proper working order;
  - 2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
- f. 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.
- g. Fertilization: See Technical Provisions - Fertilization, Section 1., Paragraphs a. through e.
- h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

4. WEED CONTROL

- a. All weeds shall be continuously controlled at all sites.
- b. 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.
- c. 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; non-landscaped portions of sites, as determined by the Director.
- d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
- e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.

- f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

5. IRRIGATION

- a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. 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.
- b. 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. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; 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.

The Contractor is required to furnish a full-time (40 hours/week-52 weeks/year) irrigation technician/specialist, equipped with a truck, and the tools, equipment, and materials necessary to fulfill these irrigation specifications.

- c. For the purposes of these Special Provisions, 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 up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.
- d. 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., paragraph a.
- e. 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.



- f. Automatic irrigation systems shall:
  - 1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;
  - 2. Be turned off during periods of rainfall, or as directed by District field staff;
  - 3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
- g. Manually operated irrigation systems shall:
  - 1. Be operated only when Contractor's personnel are present on site;
  - 2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;
  - 3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- h. 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.
- i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. DEBRIS/LITTER

- a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
- b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.
- c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

- d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.
- e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.
- f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. 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.
- g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. GREENWASTE RECYCLING

- a. 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.
- b. 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 performance of contract's Scope of Work.
- c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
- d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph b., above. The Contractor shall provide responses to all information

requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

- e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TECHNICAL PROVISIONS - FERTILIZATION

1. SHRUB & GROUND COVER FERTILIZATION

- a. All shrubs and ground covers shall be fertilized as per Table II. 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 1000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
APR	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

- b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

2. TREE FERTILIZATION

- a. 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., paragraph a.
- a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

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EXHIBIT A – cont.

1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
  2. Absolutely no injecting or drilling into tree trunk will be allowed.
  3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
  4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

PROJECT E-2/09  
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

- a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.
- b. 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 Agreement.
- c. 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.
- d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so 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.
- e. 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.

2. REPORTING SPECIFICATIONS

- a. 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 that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
- b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.
- b. A five (5) working day written notice shall be given to the Director 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.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. 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 annually, as determined by the Director.
2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass  
Kikuyu Grass  
Nutsedge  
Field Bindweed  
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus;  
Aptenia sp.;  
Gazania sp.;  
Hemerocallis sp.

2. Snails shall be controlled on an as needed basis on all other plant material.
3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being 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., paragraph a.
2. The Director may require that 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., paragraph a.
3. The Director may require that 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., paragraph a.
4. The Director may require that 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., paragraph a.
5. 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., paragraph a.

d. 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 limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.



PROJECT E-2/09  
OPEN SPACE AREA LANDSCAPE MAINTENANCE

**THE FOLLOWING PROVISIONS ARE INTENDED TO ADDRESS ROUTINE MAINTENANCE TASKS UNIQUE TO THIS PROJECT. SHOULD ANY CONFLICT ARISE BETWEEN THESE SPECIAL PROVISIONS AND PRECEDING SPECIFICATIONS SECTIONS OF THIS DOCUMENT, THESE SPECIAL PROVISIONS SHALL PREVAIL.**

1. GENERAL

- a. All open space areas shall be maintained in a thrifty condition, free of unwanted plant species, as determined by the Director.
- b. Non-woody plantings (i.e., grasses, annual forbs) shall be trimmed to a height of twenty-four inches (24") or lower not 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. An twenty-four inch-wide (24") band of bare soil shall be continuously maintained wherever open space areas abut residential parcels.
- e. Newly planted and/or establishing 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 plant 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 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/roguing of existing riparian plants, as determined by Director.

2. MAINTENANCE ROADS & CROSSINGS

- a. All Maintenance Road/Crossing areas damaged by Contractor's operations shall be immediately repaired to the original intended surface condition at no additional cost to the District.
- b. All Maintenance Road catch basins, drain lines, and Crossing culverts shall at all times be kept clean and clear for proper drainage.
- a. Concrete Crossing surfaces shall be kept in a "broom clean" condition at all times.

PROJECT LOCATION MAP ON FOLLOWING PAGE



PROEJCT E-2/09

EXHIBIT B  
DISTRICT RESPONSIBILITIES

1. CONTRACT SUPERVISION

- a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his 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, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

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.

PROJECT E-2/09  
EXHIBIT C

PAYMENT TERMS

1. CONTRACTOR'S COMPENSATION

- a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.
- b. 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 **FIFTEEN THOUSAND SEVEN HUNDRED dollars and 00/100 (\$15,700.00)** 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 **ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS and 00/100 (\$188,400.00)**, except as provided for in Section 2., paragraph c. below.
- c. 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 work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include, but is not limited to: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional 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 Additional Work Price List, Sections A., B., or 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 authorization from the District.

- b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for 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 of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., 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, Additional Work Price List, Section A. 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 operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.
- 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 \$30,500 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 Special 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 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 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of 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 current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.



PROJECT E-2/09  
EXHIBIT D

TERM OF CONTRACT

1. TERM OF CONTRACT

- a. Following approval by both parties, the Contract will commence on July 1, 2009, and shall terminate twelve (12) months thereafter.
- b. At the expiration of its term, the Contract may be extended for up to three 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 Agreement, 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 verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

- d. At the expiration of its term, the Contract may, with the concurrence of both parties, 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 Agreement, 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 Community Services District. 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 Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approvals have been denied.

**SCHEDULE II**

**BID SCHEDULE**

PROPOSER: Tropical Plaza Nursery, Inc.  
(Company Name)

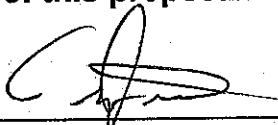
<u>SITE</u>	<u>COST PER MONTH</u>	<u>COST FOR TWELVE MONTHS</u>
PARKWAYS	<u>5,495.00</u>	<u>65,940.00</u>
OPEN SPACE (Irrigated)	<u>7,065.00</u>	<u>84,780.00</u>
OPEN SPACE (Non-Irrigated)	<u>3,140.00</u>	<u>37,680.00</u>
<b>TOTALS</b>	<u>15,700.00</u>	<u>188,400.00</u>

Total Proposal Amount in figures: \$ 188,400 and 00 /100's Dollars

Total Proposal Amount in words: One hundred eighty eight thousand four hundred and 00 /100's Dollars

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 has/have been received and is/are made a part of this proposal.

  
\_\_\_\_\_, President September 15, 2008  
(AUTHORIZED SIGNATURE AND TITLE) (DATE)



**ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, per Section 3., paragraphs d., e., and g. of the Terms & Conditions, Section 4., paragraph m. of the General Provisions, and Section 6., paragraph f., of the Special Provisions.

**UNIT PRICES**

1.	Pop-up sprink. In place:	4"	@	\$ 14.75	ea
		6"	@	\$ 20.00	ea
		12"	@	\$ 24.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	\$ 24.00	ea
		12"	@	\$ 40.00	ea
3.	Fixed Shrub sprink. In place:		@	\$ 10.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	\$ 21.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	\$ 6.50	ea
6.	5 gal. shrub/vine/ground cover in place		@	\$ 20.00	ea
7.	5 gal. tree in place (stakes incl)		@	\$ 20.00	ea
8.	15 gal. tree in place (stakes incl)		@	\$ 85.00	ea
9.	24" box tree in place (stakes incl)		@	\$ 250.00	ea
10.	36" box tree in place (guy wires incl)		@	\$ 650.00	ea
11.	Flat of ground cover in place		@	\$ 18.00	ea
12.	Planter bed mulch in place		@	\$ 35.00	/cu. yd
13.	Additional labor		@	\$ 20.00	/man hour
14.	Additional supervision		@	\$ 30.00	/man hour
15.	Additional Irrigation Technician		@	\$ 35.00	/man hour

PROPOSER: Tropical Plaza Nursery, Inc.

(Company Name)

**ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

COST SECTION A, (ADD ITEMS 1 THROUGH 15:  
FROM PREVIOUS PAGE) \$ 1,323.25

**ROUTINE IRRIGATION REPAIR PRICES**

A. Irrigation repair parts for routine repairs @ cost plus 15 %

**COMPUTE TOTAL COST, SECTION A:**

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED  
FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER  
BELOW

TOTAL COST OF SECTION A = \$ 1,521.74

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters, open space (trees to 18-ft. height, shrubs,  
ground cover included, as applicable). \$ .015 /sq. ft./mo.

TOTAL COST SECTION B:  
ITEM 1. ABOVE = \$ .015

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms &  
Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = \$ 1,521.75

PROPOSER: Tropical Plaza Nursery, Inc.  
(Company Name)

R.F.P. # E-2/09  
EXHIBIT E - cont.

**CONTRACT PROPOSAL**

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he 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 on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

**TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):**

One hundred eighty eight thousand four hundred dollars and 00/100 -----  
(Dollar Amount in Words)

\$ 188,400.00

(Dollar Amount in Figures)

**TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):**

One thousand five hundred twenty one dollars and 75/100 -----  
(Dollar Amount in Words)

\$ 1,521.75

(Dollar Amount in Figures)

**TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:**

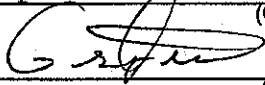
One hundred eighty nine thousand nine hundred twenty one dollars and 75/100 -----  
(Dollar Amount in Words)

\$ 189,921.75

(Dollar Amount in Figures)

Date: September 15, 2008

Proposer: Tropical Plaza Nursery, Inc.  
(Company Name)

By:   
(Signature)

Title: President

State License Number and Classification: No. 519398 class No. C-27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

(Corporate Seal)

PRESIDENT 

SECRETARY 

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Philip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/08 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile; and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

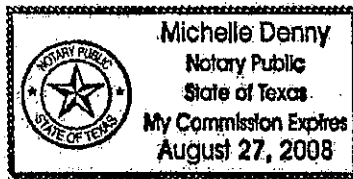
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.



SURETEC INSURANCE COMPANY  
By: [Signature]  
B.J. King, President

State of Texas                    ss:  
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Michelle Denny, Notary Public  
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power-of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of September, 20 08 A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

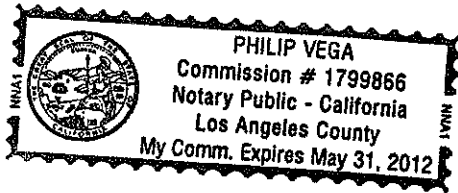
On 9/15/2008  
Date

before me,

Philip Vega, Notary public  
Here insert Name and Title of the Officer

personally appeared

Frank Morones  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

*[Signature]*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

# ACKNOWLEDGMENT

State of California

County of Orange

On September 15, 2008 before me, Dolores Segura,

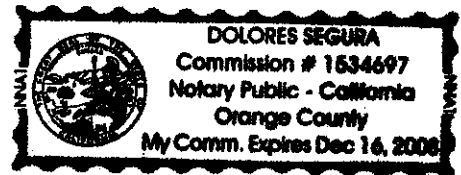
A Notary Public in and for said State personally appeared Leslie T. Fields, President  
Of Tropical Plaza Nursery, Inc.

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

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

WITNESS my hand and official seal.

Signature Dolores Segura



(Seal)

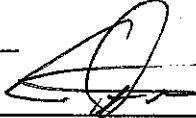


**AFFIRMATION OF PROPOSAL GUARANTEE**

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10%, 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 September 15, 2008

Signature of Proposer 

By Leslie T. Fields, President

Address of Proposer 9642 Santiago Blvd.

Villa Park, CA 92861

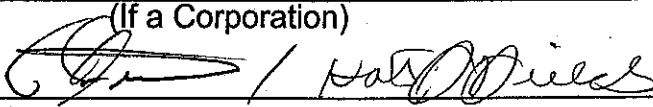
Telephone Number of Proposer (714) 998-4100

Names and Addresses of Members of the Firm:

Leslie T. Fields, President 10621 Morada Drive Orange Park Acres, CA 92669

Katrina J. Fields, Secretary/Treasurer 10621 Morada Drive Orange Park Acres, CA 92669

(If a Corporation)

Signature of Proposer 

By Katrina J. Fields,

Title Secretary/Treasurer

Business Address 9642 Santiago Blvd.

Villa Park, CA 92861

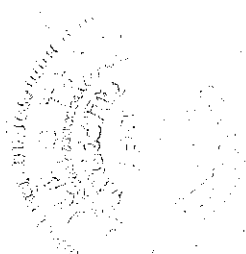


R.F.P. # E-2/09  
EXHIBIT E - cont.

**Affirmation of Proposal Guarantee (cont.)**

Incorporated Under Laws of the State of California

State License Number and Classification # 519398 Class C-27



PRESIDENT *Leslie T. Fields*

Leslie T. Fields

SECRETARY *Katrina J. Fields*

Katrina J. Fields

TREASURER *Katrina J. Fields*

Katrina J. Fields

(Corporate Seal)

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF Orange )§

(NAME) Leslie T. Fields, affiant  
being first duly sworn, deposes and says:

That he or she is President of  
(sole owner, partner or other proper title)  
Tropical Plaza Nursery, Inc. the party making the  
(Contractor)

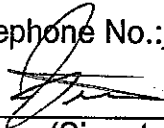
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder 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: Tropical Plaza Nursery, Inc.

Bidder's Address: 9642 Santiago Blvd.

Villa Park, CA 92861

Telephone No.: (714) 998-4100

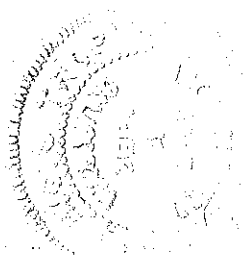


(Signature of Bidder)

President

(Title)

**ALL SIGNATURES MUST BE NOTARIZED**



# ACKNOWLEDGMENT

State of California

County of Orange

On September 15, 2008 before me, Dolores Segura, Notary Public

A Notary Public in and for said State personally appeared Leslie T. Fields, President  
of Tropical Plaza Nursery, Inc.

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

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

WITNESS my hand and official seal.

Signature Dolores Segura



(Seal)

R.F.P. # E-2/09  
EXHIBIT E - cont.

**PROPOSAL SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Tropical Plaza Nursery, Inc.  
as  
principals, and SureTec Insurance Company a duly  
authorized corporate surety, Business Address 3033 5th Ave. San Diego, CA 92103

Phone (619) 400-4106 are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of Amount Bid Dollars, (\$ 10% of amount bid) 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-2/09 - HIDDEN SPRINGS MAINTENANCE OF PARKWAY & 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 therefor 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 Amount Bid Dollars, (\$ 10% of amount bid) as liquidated damages for such failure and neglect.

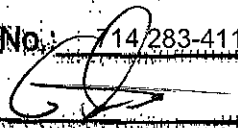
WITNESS our hands this 15th day of September, 2008

(SIGNATURE PAGE FOLLOWS)

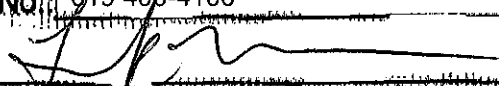
R.F.P. # E-2/09  
EXHIBIT E - cont.

**Proposal Surety Bond (cont.)**

**PRINCIPAL**

Name: Tropical Plaza Nursery, Inc.  
Address: 9642 Santiago Blvd.  
Villa Park, CA 92861  
Tel. No.: 714/283-4111  
By: 

**CORPORATE SURETY**

Name: SureTec Insurance Company  
Address: 3033 5th Ave. San Diego, CA 92103  
Tel. No.: 619 400-4106  
By:   
Frank Morones Attorney-In-Fact

**NOTE:** This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California.

BOND NO.:

FAITHFUL PERFORMANCE BOND  
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TROPICAL PLAZA NURSERY, INC., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated                     , 20    , and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SURETEC INSURANCE COMPANY as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars (\$ 188,400.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his 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 alteration thereof made as therein provided on his 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 hold 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.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

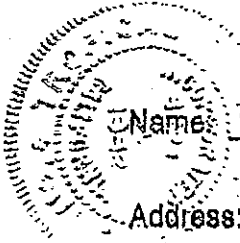
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

PROJECT E-2/09  
FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on DEC. 16TH, 2008.

PRINCIPAL

SURETY



Name: TROPICAL PLAZA NURSERY, INC.  
Address: 9642 SANTIAGO BLVD.  
VILLA PARK, CA 92861

Name: SURETEC INSURANCE COMPANY  
A-CVDC  
Address: 3033 5TH AVE. SUITE 300  
SAN DIEGO, CA 92130

Telephone Number: 714-998-4100

Telephone Number: 800-288-0351

By: [Signature]

By: [Signature]  
FRANK MORONES

Title: President

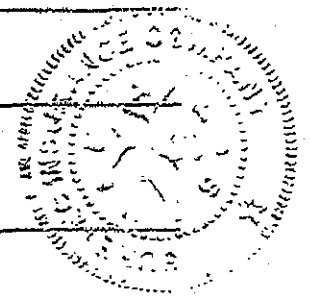
Title: ATTORNEY-in-FACT

By: [Signature]

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

Title: Secretary / Treasurer

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



Approved as to form this 5<sup>TH</sup> day of March, 2009.

[Signature]  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

SK MANAGEMENT  
Approved

[Signature] 3-9-09



BOND NO.:  
MATERIALS AND LABOR BOND  
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TROPICAL PLAZA NURSERY, INC. \_\_\_\_\_, as Principal, and  
SURETEC INSURANCE COMPANY \_\_\_\_\_, as Surety, as held firmly bound unto the Moreno  
Valley Community Services District, in the just and full amount of \_\_\_\_\_  
ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 \_\_\_\_\_ dollars  
(\$ 188,400.00 ) (amount in words and figures), for the payment whereof, we hereby  
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

Given under our hands and sealed with our seals this 16TH day of DECEMBER, 2008.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to maintain the Streetscape Landscaping and Irrigation at PROJECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

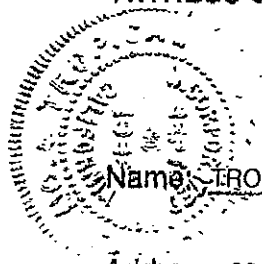
NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

PROJECT E-2/09  
MATERIALS & LABOR BOND - cont.

WITNESS our hands this 16TH day of DECEMBER, 2008



PRINCIPAL

SURETY

Name: TROPICAL PLAZA NURSERY, INC.

Name: SURETEC INSURANCE COMPANY

Address: 9642 SANTIAGO BLVD.

Address: 3033 5TH AVE. SUITE 300

VILLA PARK, CA 92861

SAN DIEGO, CA 92130

Telephone Number: 714-998-4100

Telephone Number: 800-288-0351

By: [Signature]

By: [Signature]

FRANK MORONES

Title: President

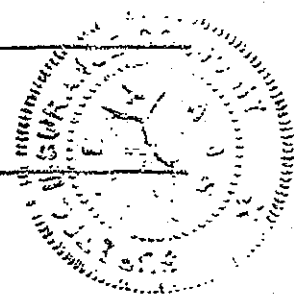
Title: ATTORNEY-in-FACT

By: [Signature]

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

Title: Secretary / Treasurer

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



Approved as to form this 5TH day of MARCH, 2009.

[Signature]  
City Attorney, In the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

SK MANAGEMENT

Approved

[Signature] 3-4-09



# CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:  STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois **Att (CA)**  
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas or  
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: TROPICAL PLAZA NURSERY INC.					
ADDRESS OF NAMED INSURED: 9642 SANTIAGO BLVD VILLA PARK, CA 92867-2521					
POLICY NUMBER	F60 0202-F05-75	F60 0202-F05-75			
EFFECTIVE DATE OF POLICY	12/05/08-12/05/09	12/05/08-12/05/09			
DESCRIPTION OF VEHICLE (Including VIN)	FLEET	EMPLOYERS NON OWNED AUTOS			
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY					
a. Bodily Injury					
Each Person					
Each Accident					
b. Property Damage					
Each Accident					
c. Bodily Injury & Property Damage					
Single Limit					
Each Accident	1 MILLION	1 MILLION			
PHYSICAL DAMAGE COVERAGES					
a. Comprehensive	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	\$      Deductible	\$      Deductible	\$      Deductible	\$      Deductible	\$      Deductible
b. Collision	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	\$      Deductible	\$      Deductible	\$      Deductible	\$      Deductible	\$      Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

2008 NOV 25 PM 12:50  
CITY OF MORENO VALLEY  
SPECIAL DISTRICTS

MANAGEMENT  
Approved  
*M. Wong*  
11-21-08

*[Signature]* AGENT 75-3539 10/10/08  
 Signature of Authorized Representative Title Agent's Code Number Date

Name and Address of Certificate Holder CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT AND COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY  P.O. BOX 88005 MORENO VALLEY, CA 92705 CONTACT: ENTERPRISE SVCS.ADMIN.	Name and Address of Agent VANCE ORAND, AGENT LIC#0543786 220 S. TUSTIN AVE. ORANGE, CA 92866  714-639-6616 FAX 714-997-5103
--	---

INTERNAL STATE FARM USE ONLY:  Request permanent Certificate of Insurance for liability coverage.  
 Request Certificate Holder to be added as an Additional Insured.

122429.2 Rev. 06-10-2004

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/30/2009

PRODUCER (559)650-3555 FAX (559)650-3558  
**Landscape Contractors (Lic#0755906)**  
 Insurance Services, Inc.  
 1835 N. Fine Avenue  
 Fresno, CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
**Tropical Plaza Nursery, Inc.**  
 9642 Santiago Blvd.  
 Villa Park, CA 92861

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: **Employers Direct Insurance Co** 11555  
 INSURER B: NR-2 (CA)  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
			<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
			<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
			<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
A			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	LP-000068-00	04/01/2009	04/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓

*JK MANAGEMENT*  
 Approved  
*m. Alamy 4-7-09*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**RE: All landscape operations performed by or on behalf of the named insured.**

**RECEIVED**  
**APR - 6 2009**  
 RISK MANAGEMENT

<p><b>CERTIFICATE HOLDER</b></p> <p>City of Moreno Valley                  Moreno Valley Community Services District                  Community Redevelopment Agency of the City of the City of Moreno Valley                  P.O. Box 88005                  Moreno Valley, CA 92552-0805</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE                  Debbie Cerkueira/NANETT <i>Debbie Cerkueira</i></p>
---	---

# ACORD<sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/26/2009

**PRODUCER**  
VANCE ORAND STATE FARM INSURANCE AGENCY INC.  
220 S TUSTIN  
ORANGE, CA 92866-2322

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.



**INSURED**  
TROPICAL PLAZA NURSERY INC.  
9642 SANTIAGO BLVD  
VILLA PARK, CA 92867-2521

**INSURERS AFFORDING COVERAGE**

INSURER	NAIC #
INSURER A: State Farm General Insurance Company 29151 A	25151 (W) CA
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR	ADD'L LTR (INBR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (ANY 2ND PERSON) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Designated Inrd	F60-0202-F05-75G-92Z	12/05/09	12/05/10	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	<b>RISK MANAGEMENT Approved</b>			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	<i>W. Ill. 12-16-09</i> By _____ Date _____			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW				<input type="checkbox"/> WC STAT- (TRY LIMITS) <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A		<b>OTHER FLEET POLICY</b>	F60-0202-F05-75G	12/05/09	12/05/10	1 MIL/NO DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

City of Moreno Valley, Moreno Valley Community Services District And Community Redevelopment Agency of The City of Moreno Valley  
P.O. Box 88005  
Moreno Valley, Ca 92705  
Contact: Enterprise Svcs Admin.

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
VANCE ORAND

ACORD 25 (10/1/08)  
132849 03-13-2007

The registration notices indicate ownership of the marks by their respective owners

©ACORD CORPORATION 1998, 2007  
All rights reserved

**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/27/2009

PRODUCER (559) 650-3555 FAX: (559) 650-3558  
 Landscape Contractors (Lic#0755906)  
 Insurance Services, Inc.  
 1835 N. Fine Avenue  
 Fresno CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 Tropical Plaza Nursery, Inc.  
 9642 Santiago Blvd.  
 Villa Park, CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Star Insurance Company A-111111	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	WC-0453315	7/24/2009	4/1/2010	Y WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

CITY OF MORENO VALLEY  
 SPECIAL DISTRICTS  
 2009 AUG 12 PM 1:30

RISK MANAGEMENT  
 Approved

By M. Wong 8-10-09  
 Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: All landscape operations performed by or on behalf of the named insured.

Note a 10-day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

**CERTIFICATE HOLDER**  
 City of Moreno Valley  
 Moreno Valley Community Services District  
 Community Redevelopment Agency of the City of Moreno Valley  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 D Cerkueira/NWILLO *Debbie Cerkueira*

# ALOKU CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/11/2009

PRODUCER (559)650-3555 FAX (559)650-3558  
Landscape Contractors (Lic#0755906)  
Insurance Services, Inc.  
1835 N. Fine Avenue  
Fresno, CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Tropical Plaza Nursery, Inc.  
9642 Santiago Blvd.  
Villa Park, CA 92861

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ARCH Insurance Company A(XU)	11150 CA
INSURER B: Firemans Fund Insurance Company	21873 A(XU) CA
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSB#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	LCPKG0143100	02/14/2009	02/14/2010	EACH OCCURRENCE \$ 1,000,000 ✓
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 100,000 ✓
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000 ✓
	<input checked="" type="checkbox"/> XCU COVERAGE				PERSONAL & ADV INJURY \$ 1,000,000 ✓
	<input checked="" type="checkbox"/> \$500 PD DED				GENERAL AGGREGATE \$ 2,000,000 ✓
	GEN'L AGGREGATE LIMIT APPLIES PER-				PRODUCTS - COMP/OP AGG \$ 2,000,000 ✓
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
B	EXCESS/UMBRELLA LIABILITY	SUO 8196 1609	02/14/2009	02/14/2010	EACH OCCURRENCE \$ 2,000,000 ✓
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000 ✓
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ N11				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STAT'L TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

RISK MANAGEMENT Approved

*M. Glogg 2-18-09*

Note: A 10 day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
RE: All landscape operations performed by or on behalf of the named insured.

Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108

City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley are named as Additional Insured's. (EXCLUDING PROFESSIONAL LIABILITY)

RECEIVED  
FEB 13 2009  
RISK MANAGEMENT

### CERTIFICATE HOLDER

City of Moreno Valley  
Moreno Valley Community Services District  
Community Redevelopment Agency of the City of  
the City of Moreno Valley  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
XX  
XX

AUTHORIZED REPRESENTATIVE

Debbie Cerkueira/NANETT

*Debbie Cerkueira*



**BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

- a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.
- b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.
- c. The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.
- d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.
- e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.
- f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.
- g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143100 ✓

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02/14/2009

00 GL0434 00 01 08

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with its permission

Page 1 of 1

**EXTENSION AGREEMENT**  
**PROJECT NO. E-2/09- HIDDEN SPRINGS**  
**MAINTENANCE OF LANDSCAPING AND IRRIGATION**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Tropical Plaza Nursery, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated March 10, 2009, referencing Project No. E-2/09 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2010**, and shall terminate on **June 30, 2011**.
2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first extension of the Agreement AND THE Agreement may be extended for up to two (2) additional twelve (12) month periods with the concurrence of both parties.
3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **FIFTEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$15,700.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$188,400.00)**.
4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
  - a. Additional parkway areas, planters (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.015/sq. ft./mo.**
5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTY THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$30,900.00)**.
6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated: 5-12-10

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Bonnie Leibwin  
Mayor, acting in the capacity  
of President to the Moreno  
Valley Community Services District

CONTRACTOR:

Leslie T. Fields  
Signature

Leslie T. Fields  
Printed Name

President  
Title

Tropical Plaza Nursery, Inc.  
Company Name

Katrina J. Fields  
Signature

Katrina J. Fields  
Printed Name

Secretary / Treasurer  
Title

(Corporate Seal)

Approved as to form this 3 day of May, 2010.

[Signature]  
City Attorney, in the capacity  
of General Legal Counsel to the  
Moreno Valley Community Services  
District

BOND NO.:  
MATERIALS AND LABOR BOND  
 PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE  
 LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TROPICAL PLAZA NURSERY, INC., as Principal, and SURETEC INSURANCE COMPANY (CA) as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars (\$ 188,400.00 ) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 2ND day of MARCH, 2010.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to maintain the Streetscape Landscaping and Irrigation at PROJECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

**RISK MANAGEMENT  
Approved**

M. Lopez 5-11-10  
By Date

PROJECT E-2/09  
MATERIALS & LABOR BOND - cont.

WITNESS our hands this 2ND day of MARCH, 2010.

**PRINCIPAL**

**SURETY**

Name: TROPICAL PLAZA NURSERY, INC.

Name: SURETEC INSURANCE COMPANY A (VULICA)

Address: 9642 SANTIAGO BLVD.  
VILLA PARK, CA 92861-2521

Address: 3033 5TH AVE. SUITE 300  
SAN DIEGO, CA 92103

Telephone Number: 714-998-4100

Telephone Number: 800-288-0351

By: [Signature]

By: [Signature]

Title: Leslie T. Fields, President

Title: FRANK MORONES, ATTORNEY-in-FACT

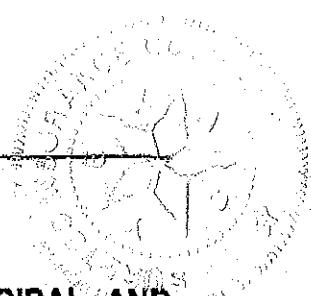
By: [Signature]

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

Title: Katrina J. Fields, sec./Treasurer Title: \_\_\_\_\_

Approved as to form this 3 day of May, 2010.

[Signature]  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District



**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Phillip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/09 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

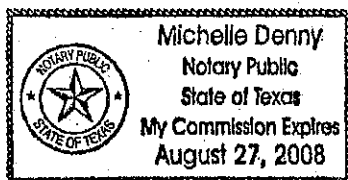


SURETEC INSURANCE COMPANY

By: [Signature]  
B.J. King, President

State of Texas ss:  
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Michelle Denny, Notary Public  
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2ND day of MARCH, 2010, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

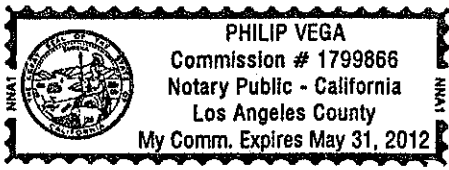
Any instrument issued in excess of the penalty stated above is totally void and without any validity. For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
 County of LOS ANGELES }

On 03/02/2010 before me, Philip Vega, Notary public  
Date Here Insert Name and Title of the Officer  
 personally appeared Frank Morones  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

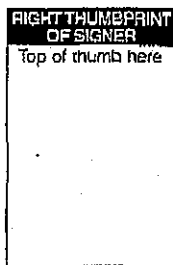
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

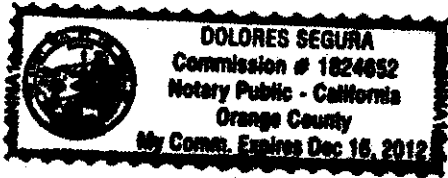
State of California

County of Orange } ss.

On 03/03/2010 before me, Dolores Segura, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Leslie T. Fields and Katrina J. Fields  
Name(s) of Signer(s)

personally known to me

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



Place Notary Seal Above

WITNESS my hand and official seal.

Dolores Segura  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

Signer Is Representing: \_\_\_\_\_



\*ANNUAL MAINTENANCE TERM DATES:  
7/1/2010-6/30/2011

BOND NO.:

FAITHFUL PERFORMANCE BOND  
PROJECT NO. E-2/09

MAINTENANCE OF PARKWAY AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TROPICAL PLAZA NURSERY, INC., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated MARCH 10TH, 2009, and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SURETEC INSURANCE COMPANY A-(V11)CA as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of ONE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED NO/100 dollars (\$ 188,400.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his 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 alteration thereof made as therein provided on his 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 hold 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.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in 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 specifications.

RISK MANAGEMENT  
Approved

Mr. Aloy 5-11-10  
By Date

PROJECT E-2/09  
FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on MARCH 2, 2010.

PRINCIPAL

SURETY

Name: TROPICAL PLAZA NURSERY, INC.

Name: SURETEC INSURANCE COMPANY A(VII)CA

Address: 9642 SANTIAGO BLVD.  
VILLA PARK, CA 92861-2521

Address: 3033 5TH AVE SUITE 300  
SAN DIEGO, CA 92103

Telephone Number: 714-998-4100

Telephone Number: 800-288-0351

By: [Signature]

By: [Signature]

Title: Leslie T. Fields, President

Title: FRANK MORONES, ATTORNEY-in-FACT

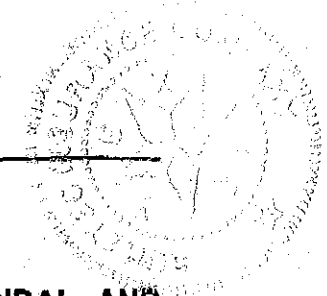
By: [Signature]

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

Title: Katrina J Fields, Sec. Treasurer Title: \_\_\_\_\_

Approved as to form this 3 day of May, 2010.

[Signature]  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District



**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

# SureTec Insurance Company A-(v11) CA LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Philip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/09 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

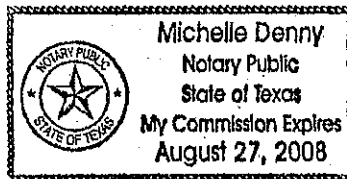


SURETEC INSURANCE COMPANY

By: [Signature]  
B.J. King, President

State of Texas                      ss:  
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Michelle Denny, Notary Public  
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2ND day of MARCH, 2010, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of LOS ANGELES }

On 03/02/2010 before me, Philip Vega, Notary public  
Date Here Insert Name and Title of the Officer

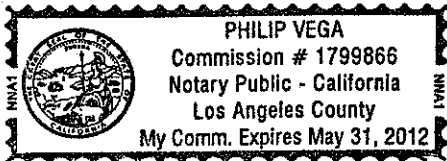
personally appeared Frank Morones  
Name(s) of Signor(s)

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

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

WITNESS my hand and official seal

Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

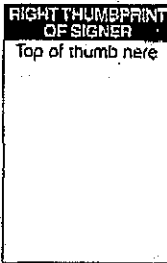
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

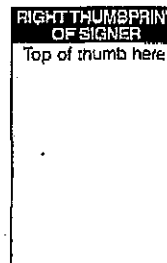
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

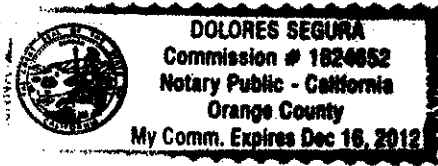
State of California

County of Orange } ss.

On 03/03/2010, before me, Dolores Segura, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Leslie T. Fields and Katrina J. Fields,  
Name(s) of Signer(s)

personally known to me

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



WITNESS my hand and official seal.

Place Notary Seal Above

Dolores Segura  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

PRODUCER (559) 850-3555 FAX: (559) 850-3558  
**Landscape Contractors (Lic#0755906)**  
 Insurance Services, Inc.  
 1025 N. Pine Avenue  
 Fresno CA 93727  
 INSURED  
**Tropical Plaza Nursery, Inc.**  
 9642 Santiago Blvd.  
 Villa Park CA 92861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	ARCH Insurance Company <i>AWICA</i>	11160
INSURER B	Firemans Fund <i>AWICA</i>	21973
INSURER C		
INSURER D		
INSURER E		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000 ✓
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	ECPRG0143101 ✓	2/14/2010	2/14/2011	DAMAGE TO RENTED PREMISES (Eq. Computer etc.) \$ 100,000 ✓
	<input checked="" type="checkbox"/> \$500 PD DED				MED EXP (Any one person) \$ 5,000 ✓
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000 ✓
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000 ✓
	AUTOMOBILE LIABILITY				PRODUCTS - COM/PROP AGG \$ 2,000,000 ✓
	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY				OTHER THAN AUTO ONLY: EA ACC \$
	ANY AUTO				AGG \$
B	EXCESS / UMBRELLA LIABILITY				
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	By <i>Jan. 2010</i> 3-11-10	Date		EACH OCCURRENCE \$ 2,000,000 ✓
	<input type="checkbox"/> DEJUDICABLE	SVO 00072831072	2/14/2010	2/14/2011	AGGREGATE \$ 2,000,000 ✓
	RETENTION \$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE \$
OTHER					E.L. DISEASE - POLICY LIMIT \$

**RISK MANAGEMENT Approved**

Note: A 10 day notice of cancellation will be given for non-payment of premiums or non-reporting of

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

RE: All landscape operations performed by or on behalf of the named insured.  
 Primary Insurance: Blanket Additional Insured per Attached 0020434000108  
 City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley (excluding Professional Liability) are named as additional insured

**CERTIFICATE HOLDER**

City of Moreno Valley  
 Moreno Valley Community Services District  
 Community Redevelopment Agency of the City of Moreno Valley  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE  
 D Cerkueira/KSAENZ

ACORD 28 (2008/01)  
 IN8025 (2009/01)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- 1. SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

- a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.
- b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.
- c. The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.
- d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.
- e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.
- f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.
- g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143101 ✓

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2010

00 GL0434 00 01 08

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with its permission

Page 1 of 1

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 11/30/2010
PRODUCER VANICE ORAND STATE FARM INSURANCE AGENCY INC. 220 S TUSTIN ORANGE, CA 92866-2322		THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178		25178
INSURER B: <i>ACVIL NL</i>		
INSURER C:		
INSURER D:		
INSURER E:		
INSURED TROPICAL PLAZA NURSERY INC. 9642 SANTIAGO BLVD VILLA PARK, CA 92867-2521		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (R.R. exclusion) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Designated Inxd	F60-0202-F05-75G-9ZZ	12/05/10	12/05/11	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	<b>RISK MANAGEMENT Approved</b>			AUTO ONLY - BA ACCIDENT OTHER THAN AUTO ONLY: PA ACC AGG
		EXCESS/NUMBERED LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	<i>By</i> <u>12-14-10</u> <i>Date</i>			EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				UIC STATUTORY LIMITS OTH-BR EL EACH ACCIDENT EL DISEASE - EA EMPLOYER EL DISEASE - POLICY LIMIT
A		OTHER FLEET POLICY	F60-0202-F05-75G	12/05/10	12/05/11	1 MIL/NO OED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> City of Moreno Valley, Moreno Valley Community Services District, And Community Redevelopment Agency of The City of Moreno Valley P.O. Box 88005 Moreno Valley, Ca 92705	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE VANICE ORAND
---	---

ACORD 25 (2007/08)  
 132848 03-13-2007

The registration notices indicate ownership of the marks by their respective owners

ACORD CORPORATION 1988, 2007  
 All rights reserved



## IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**1. SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

- a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.
- b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.
- c. The Limits of insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.
- d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.
- e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.
- f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.
- g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143100

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02/14/2009



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/31/2010

PRODUCER (559) 650-3555 FAX: (559) 650-3558  
 Landscape Contractors (Lic#0755906)  
 Insurance Services, Inc.  
 1835 N. Fine Avenue  
 Fresno CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 Tropical Plaza Nursery, Inc.  
 9642 Santiago Blvd.  
 Villa Park CA 92861

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Star Insurance Company	18025 CA
INSURER B		
INSURER C		
INSURER D		
INSURER E		

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADPT LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (PER OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS, COM/PROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPERTY OR PARTNER/RELATIVE OF POLICYHOLDER IS EXCLUDED (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WC-0453315-01	4/1/2010	4/10/2011	<input checked="" type="checkbox"/> WC STATL TORT LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE POLICY LIMIT \$ 1,000,000

**RISK MANAGEMENT**  
 Approved  
 By *M. Lopez* Date *4/1/10*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: All landscape operations performed by or on behalf of the named insured. \*\*\*\*\* Note a 10-day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll \*\*\*\*\*

**CERTIFICATE HOLDER**  
 City of Moreno Valley  
 Moreno Valley Community Services District  
 Community Redevelopment Agency of the City  
 the City of Moreno Valley  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 D Cerqueira/KSAENZ *D. Cerqueira*

ACORD 25 (2009/01)  
 INS025 (2009/01)

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**EXTENSION AGREEMENT**  
**PROJECT NO. E-2/09 – HIDDEN SPRINGS**  
**MAINTENANCE OF LANDSCAPING AND IRRIGATION**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and Tropical Plaza Nursery, Inc. (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated March 10, 2009, referencing Project No. E-2/09 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012**.
2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the second of three possible extensions of the Agreement .
3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **FIFTEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$15,700.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$188,400.00)**.
4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
  - a. Additional parkway areas, planters (trees up to 18-feet height, as applicable).  
**\$ 0.015/sq. ft./mo.**
5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **TWENTY NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$29,600.00)**.
6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated: 6/1/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Richard A. Stewart  
Mayor, acting in the capacity  
of President to the Moreno  
Valley Community Services District

CONTRACTOR:

Katrina J. Fields  
Signature

Katrina J. Fields  
Printed Name

Secretary / Treasurer  
Title

Tropical Plaza Nursery, Inc.  
Company Name

Leslie Fields  
Signature

Leslie Fields  
Printed Name

President  
Title

(Corporate Seal)

<b>INTERNAL USE ONLY</b>	
ATTEST:	<u>Jennifer Halsted</u> City Clerk
APPROVED AS TO LEGAL FORM:	<u>[Signature]</u> City Attorney <u>5/26/11</u> Date
RECOMMENDED FOR APPROVAL:	<u>[Signature]</u> Department Head <u>5/31/11</u> Date

BOND NO.: 4382901

FAITHFUL PERFORMANCE BOND

PROJECT NO. E-2/09  
HIDDEN SPRINGS

MAINTENANCE OF LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and Tropical Plaza Nursery, Inc., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated                     , 20      , and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SureTec Insurance Company as Surety, are held and firmly bound unto the Moreno Valley Community Services District,            County of Riverside, in the penal sum of One Hundred Eighty Eight Thousand Four Hundred & 00/100 dollars (\$188,400.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his 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 alteration thereof made as therein provided on his 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 hold 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.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in 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 specifications.

FAITHFUL PERFORMANCE BOND - cont.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on 3/24, 2011.

PRINCIPAL

SURETY

Name: Tropical Plaza Nursery, Inc.

Name: SureTec Insurance Company

Address: 9642 Santiago Blvd.

Address: 3033 5th Ave.

Villa Park, CA 92861

San Diego, CA 92103

Telephone Number: 714 998 4100

Telephone Number: 714 769 9135

By: [Signature]

By: [Signature]

Frank Morones

Title: President

Title: Attorney-in-Fact

By: [Signature]

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

Title: Secretary / Treasurer

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

Approved as to form this 26 day of May, 2011.

[Signature]  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of LOS ANGELES

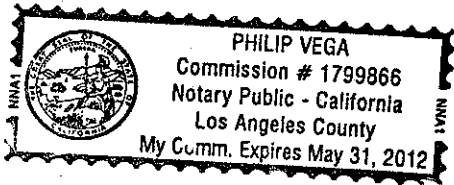
On 3/24/11  
Date

before me,

Philip Vega, Notary public  
Here Insert Name and Title of the Officer

personally appeared

Frank Morones  
Name(s) of Signor(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

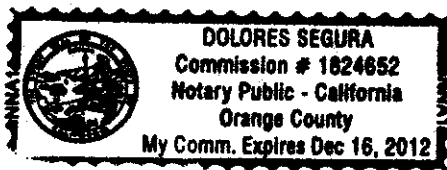
On March 25, 2011, before me, Dolores Segura, Notary Public,

Personally appeared Leslie T. Fields and Katrina J. Fields

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

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

WITNESS my hand and official seal.



Dolores Segura  
Signature of Notary Public

BOND NO.: 4382901

MATERIALS AND LABOR BOND

PROJECT NO. E-2/09  
HIDDEN SPRINGS

MAINTENANCE OF LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT Tropical Plaza Nursery, Inc., as Principal, and Valley Community Services District, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of One Hundred Eighty Eight Thousand Four Hundred & 00/100 dollars (\$ 188,400.00) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 24th day of March, 2011.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to perform the maintenance activities for PROJECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

MATERIALS & LABOR BOND - cont.

WITNESS our hands this 24th day of March, 2011.

PRINCIPAL

SURETY

Name: Tropical Plaza Nursery, Inc.

Name: SureTec Insurance Company

Address: 9642 Santiago blvd.

Address: 3033 5th Ave.

Villa Park, CA 92861

San Diego, CA 92103

Telephone Number: 714 998 4100

Telephone Number: 714 769 9135

By: 

By:   
Frank Morones

Title: President

Title: Attorney-in-Fact

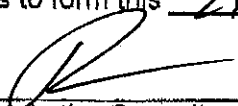
By: 

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

Title: Secretary / Treasurer

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

Approved as to form this 26 day of May, 2011.

  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

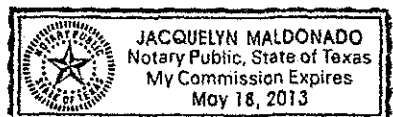
SURETEC INSURANCE COMPANY

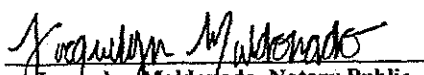
By:   
John Knox Jr., President



State of Texas                    ss:  
County of Harris

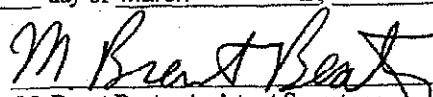
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of March 2011, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of LOS ANGELES

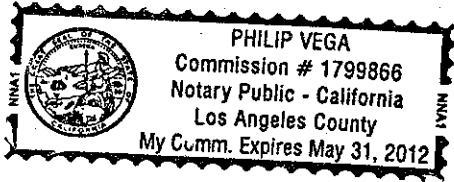
On 3/24/11 before me, Philip Vega, Notary public  
Date Here Insert Name and Title of the Officer

personally appeared Frank Morones  
Name(s) of Signor(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

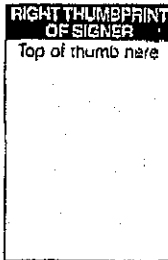
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

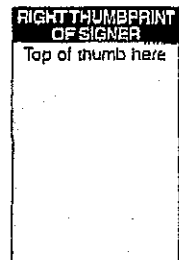
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

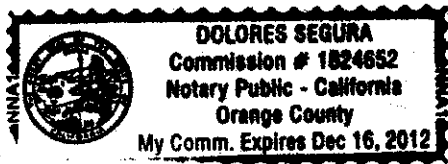
County of Orange

On March 25, 2011, before me, Dolores Segura, Notary Public,

Personally appeared Leslie T. Fields and Katrina J. Fields

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

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



WITNESS my hand and official seal.

Dolores Segura  
Signature of Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727</b>	CONTACT NAME: <b>Debbie Cerkueira</b> PHONE (A/C No. Exp): <b>(559) 650-3555</b> FAX (A/C No.): <b>(559) 650-3558</b> E-MAIL ADDRESS: <b>dcerkueira@lcisinc.com</b>
INSURED <b>Tropical Plaza Nursery, Inc. 9642 Santiago Blvd. Villa Park CA 92861</b>	INSURER(S) AFFORDING COVERAGE INSURER A: <b>National Surety Corporation</b> A/C: <b>21881CA</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS					COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (Use describe under DESCRIPTION OF OPERATION below)	Y/N <input type="checkbox"/>	N/A	XC 01001966	4/1/2012 4/1/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓

RISK MANAGEMENT  
Approved

*M. Gloy* 4/4/12  
By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)  
RE: All landscape operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER <b>City of Moreno Valley ✓ Moreno Valley Community Services District ✓ Community Redevelopment Agency of the City of Moreno Valley P.O. Box 88005 Moreno Valley, CA 92552-0805</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <b>D Cerkueira/KSAENZ</b>
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727		<b>CONTACT NAME:</b> Debbie Cerkueira <b>PHONE (A/C No. Ext):</b> (559) 650-3555 <b>FAX (A/C No.):</b> (559) 650-3558 <b>E-MAIL ADDRESS:</b> dcerkueira@lcisinc.com	
<b>INSURED</b> Tropical Plaza Nursery, Inc. 9642 Santiago Blvd. Villa Park CA 92861		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ARCH Insurance Company <b>NAIC #</b> 11150 INSURER B: Firemans Fund Ins Co <b>NAIC #</b> 21873 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12/13 PKG & UMBRELLA REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISURR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		LCPKG0143103 ✓	2/14/2012	2/14/2013	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 ✓ MED EXP (Any one person) \$ 5,000 ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COMP/OP AGG \$ 2,000,000 ✓ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SUO 000 1490 5202	2/14/2012	2/14/2013	EACH OCCURRENCE \$ 5,000,000 ✓ AGGREGATE \$ 5,000,000 ✓ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ P.I. DISEASE - POLICY LIMIT \$

RISK MANAGEMENT Approved  
By *M. Alonzo* Date 4-4-12

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: All landscape operations performed by or on behalf of the named insured.  
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108  
City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley (Excluding Professional Liability) are named as additional insured

<b>CERTIFICATE HOLDER</b> City of Moreno Valley ✓ Moreno Valley Community Services District ✓ Community Redevelopment Agency of the City of Moreno Valley ✓ P.O. Box 88005 Moreno Valley, CA 92552-0805	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Cerkueira/REUSTO <i>Debbie Cerkueira</i>
--	--

Item No. B.6

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

- a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.
- b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.
- c. The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.
- d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.
- e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.
- f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.
- g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143103 ✓

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2012

00 GL0434 00 01 08

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with its permission

Page 1 of 1



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 11/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** VANCE ORAND STATE FARM INSURANCE  
 AGENCY INC.  
 220 S TUSTIN ST  
 ORANGE, CA 92866

**CONTACT NAME:**  
**PHONE:** (A/C No. 64) 714-538-0810 FAX (A/C No.) 714-007-5103  
**E-MAIL ADDRESS:**  
**INSURER(S) AFFORDING COVERAGE:** NAIC #  
**INSURER A:** State Farm Mutual Automobile Insurance Company 28178  
**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**INSURED** TROPICAL PLAZA NURSERY INC.  
 9842 SANTIAGO BLVD.  
 VILLA PARK, CA 92867-2521

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Adv. etc. Person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DESIGNAT			F80-0202-P05-750-922	12/05/2011	12/05/2012	COMBINED SINGLE LIMIT (EA Accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ WE STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory to file) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A		By	Date	
A	<b>FLEET POLICY</b>			F80-0202-P05-75W	12/05/2011	12/05/2012	

**RISK MANAGEMENT**  
 Approved

*M. Wong 12-22-11*  
 By \_\_\_\_\_ Date \_\_\_\_\_

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**  
 CITY OF MORENO VALLEY, MORENO VALLEY  
 COMMUNITY SERVICES DISTRICT, AND COMMUNITY  
 REDEVELOPMENT AGENCY OF THE CITY OF MORENO  
 VALLEY PO BOX 88005 MORENO VALLEY, CA 92705

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE  
*[Signature]*

**EXTENSION AGREEMENT**  
**PROJECT NO. E-2/09 – HIDDEN SRPINGS**  
**MAINTENANCE OF LANDSCAPING AND IRRIGATION**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Tropical Plaza Nursery, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated March 10, 2009, referencing Project No. E-2/09 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-2/09 – Hidden Springs.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the third and final Extension of this Agreement.
3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension as follows:
  - a. Maintenance of the parkway areas shall be provided consistent with the terms of the Agreement. Compensation for the maintenance of the parkways areas shall be paid on a monthly basis in the amount of **FIVE THOUSAND FOUR HUNDRED AND NINETY-FIVE 00/100 DOLLARS (\$5,495.00)** per month, one month in arrears, on the last day of the month.
  - b. In accordance with Exhibit E, Additional Work Price List, of the Agreement additional services for an Irrigation Technician shall be provided to service the Open Space area within E-2 (Hidden Springs) at a frequency of 8 hours per week, on an every other week rotation basis, in the amount of **SIX HUNDRED AND SIX 66/100 DOLLARS (\$606.66)** per month, one month in arrears, on the last day of the month the termination of the extension period as described in Section 1 herein above.
  - c. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-THREE THOUSAND TWO HUNDRED NINETEEN AND 92/100 DOLLARS (\$73,219.92)**.

EXTENSION AGREEMENT  
PROJECT NO. E-2/09 – HIDDEN SPRINGS  
MAINTENANCE OF LANDSCAPING AND IRRIGATION

4. Notwithstanding, Section B page 69, paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B, for any landscape areas added to the project during the period of this Extension shall be as follows:
  - a. Additional parkway areas, planters (trees up to 18-foot height, as applicable). **\$0.015/sq.ft./mo.**
5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **TWENTY FIVE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$25,400.00)**.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT  
PROJECT NO. E-2/09 – HIDDEN SPRINGS  
MAINTENANCE OF LANDSCAPING AND IRRIGATION

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

Moreno Valley  
Community Services District

Contractor: Tropical Plaza Nursery, Inc.

By: [Signature]  
Title: City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District

By: [Signature]  
Title: (President or Vice President)  
Leslie T. Fields, President

Date: 6/20/12

Date: April 19, 2012

**INTERNAL USE ONLY**

ATTEST:

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

APPROVED AS TO LEGAL FORM:

[Signature]  
City Attorney

6-18-12  
Date

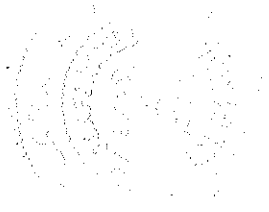
RECOMMENDED FOR APPROVAL:

[Signature]  
Department Head

6/18/12  
Date

By: [Signature]  
Title: Corporate Secretary or Assistant Secretary  
Katrina J. Fields, Secretary/Treasurer.

Date: April 19, 2012  
Affix Corporate Seal Below



BOND NO.: 4382908

**FAITHFUL PERFORMANCE BOND  
PROJECT NO. E-2/09 HIDDEN SPRINGS**

**MAINTENANCE OF LANDSCAPING AND IRRIGATION**

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and Tropical Plaza Nursery, Inc., hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated                     , 20          , and identified as PROJECT NO. E-2/09 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and SureTec Insurance Company A(VI)CA as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of Seventy Three Thousand Two Hundred Twenty and 04/100 dollars (\$ 73,220.04) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his 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 alteration thereof made as therein provided on his 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 hold 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.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in 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 specifications.



IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on March 14, 2012.

PRINCIPAL

SURETY

Name: Tropical Plaza Nursery, Inc.

Name: SureTec Insurance Company ALVIA

Address: 9642 Santiago Blvd.  
Villa Park, CA 92861

Address: 155 N. Riverview Dr. #103  
Anaheim Hills, CA 92808

Telephone Number: 714 998 4100

Telephone Number: 714 769 9135

By: [Signature]  
Leslie T. Fields

By: [Signature]

Title: President

Title: Frank Morones, Attorney-in-Fact

By: [Signature]  
Katrina J. Fields

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

Title: Secretary/Treasurer

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

Approved as to form this 18<sup>th</sup> day of JUNE, 2012.

[Signature]  
Deputy City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

# SureTec Insurance Company A(VII)CA LIMITED POWER OF ATTORNEY A(VII)CA

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

A(VII)CA  
SURETEC INSURANCE COMPANY

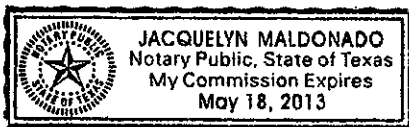
By:   
John Knox Jr., President


State of Texas  
County of Harris

ss:



On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of March, 2012, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

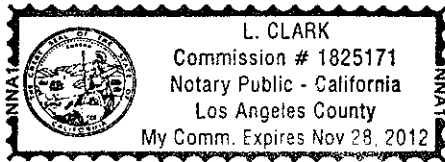
State of California

County of Orange

On 3/14/2012 before me, L. Clark, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

L. Clark  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

} ss.

On March 16, 2012, before me, Dolores Segura, Notary Public

Date

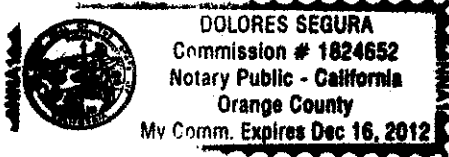
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Leslie and Katrina Fields

Name(s) of Signer(s)

personally known to me

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



Place Notary Seal Above

WITNESS my hand and official seal.

*Dolores Segura*

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Faithful Performance Bond - for the City of Moreno Valley

Document Date: March 14, 2012 Number of Pages: 4 Pages

Signer(s) Other Than Named Above: Frank Morones, Attorney-In-Fact for the Bonding Co.

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

**MATERIALS AND LABOR BOND  
PROJECT NO. E-2/09 HIDDEN SPRINGS**

**MAINTENANCE OF LANDSCAPING AND IRRIGATION**

KNOW ALL MEN BY THESE PRESENTS,

THAT Tropical Plaza Nursery, Inc., as Principal, and SureTec Insurance Company A (N) D CA, as Surety, as held firmly bound unto the Moreno Valley Community Services District, in the just and full amount of Seventy Three Thousand Two Hundred Twenty & 04/100 dollars (\$ 73,220.04) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 14th day of March, 2012.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno Valley Community Services District whereby said principal agrees to perform the maintenance activities for PROJECT NO. E-2/09, as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the District change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

MATERIALS & LABOR BOND - cont.

WITNESS our hands this 14th day of March, 2012.

PRINCIPAL

SURETY

Name: Tropical Plaza Nursery, Inc.

Name: SureTec Insurance Company A(VII)CA

Address: 9642 Santiago Blvd.

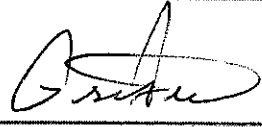
Address: 155 N. Riverview Dr., # 103

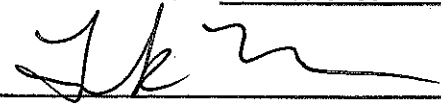
Villa Park, CA 92861

Anaheim Hills, CA 92808

Telephone Number: 714 998 4100

Telephone Number: 714 769 9135

By:   
Leslie T. Fields

By:   
Frank Morones, Attorney-in-Fact

Title: President

Title: Frank Morones, Attorney-in-Fact

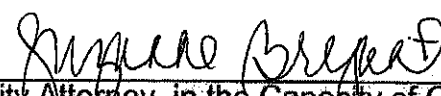
By:   
Katrina J. Fields

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

Title: Secretary/Treasurer

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

Approved as to form this 18th day of June, 2012.

  
Deputy City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

# SureTec Insurance Company A(VII)CA LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Frank Morones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 3/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

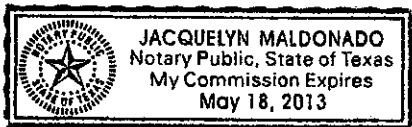
State of Texas                    ss:  
County of Harris



A(VII)CA  
SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of March, 2012, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

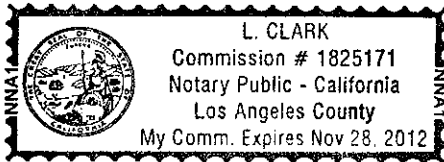
State of California

County of Orange

On 3/14/2012 before me, L. Clark, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

*L. Clark*

SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)  LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

\_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

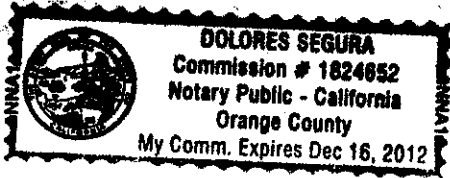
County of Orange } ss.

On March 16, 2012, before me, Dolores Segura, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Leslie T. Fields and Katrina J. Fields  
Name(s) of Signer(s)

personally known to me

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



Place Notary Seal Above

WITNESS my hand and official seal.

Dolores Segura  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Materials and Labor Bond - for the city of Moreno Valley

Document Date: March 14, 2012 Number of Pages: 4 pages

Signer(s) Other Than Named Above: Frank Morones, Attorney-In-Fact for the Bonding Co.

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Pine Avenue Fresno CA 93727	CONTACT NAME: Debbie Cerqueira PHONE (A/C No. Exp): (559) 650-3555 FAX (A/C No.): (559) 650-3558 E-MAIL ADDRESS: dcerqueira@icisinc.com
INSURED Tropical Plaza Nursery, Inc. 9642 Santiago Blvd. Villa Park CA 92861	INSURER(S) AFFORDING COVERAGE INSURER A: National Surety Corporation A/C# 21881CA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS					COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB  DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (Use describe under DESCRIPTION OF OPERATION below)	Y/N	N/A	XC 01001966	4/1/2012 4/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 ✓ E.L DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L DISEASE - POLICY LIMIT \$ 1,000,000 ✓

**RISK MANAGEMENT**  
Approved

*M. Gloy 4/4/12*  
By \_\_\_\_\_ Date \_\_\_\_\_

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)  
RE: All landscape operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER City of Moreno Valley ✓ Moreno Valley Community Services District ✓ Community Redevelopment Agency of the City of Moreno Valley P.O. Box 88005 Moreno Valley, CA 92552-0805	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Cerqueira/KSAENZ
---	---

ACORD 25 (2010/05) INS025 (201005)01 © 1988-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

Item No. B.6



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	CONTACT NAME: Debbie Cerkueira
	PHONE (A/C No. Ext): (559) 650-3555 FAX (A/C No.): (559) 650-3558 E-MAIL ADDRESS: dcerkueira@lcisinc.com
INSURED Tropical Plaza Nursery, Inc. 9642 Santiago Blvd. Villa Park CA 92861	INSURER(S) AFFORDING COVERAGE
	INSURER A: ARCH Insurance Company <b>ACXVCA</b> NAIC # 11150
	INSURER B: Firemans Fund Ins Co <b>ACXVCA</b> 21873
	INSURER C:
	INSURER D:
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12/13 PKG & UMBRELLA REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISURR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		LCPKG0143103 ✓	2/14/2012	2/14/2013	EACH OCCURRENCE \$ 1,000,000 ✓
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 ✓
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000 ✓
	<input checked="" type="checkbox"/> \$500 PD DED					PERSONAL & ADV INJURY \$ 1,000,000 ✓
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000 ✓
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000 ✓
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 5,000,000 ✓
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000 ✓
	DED RETENTION \$		SUO 000 1490 5202	2/14/2012	2/14/2013	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						F.I. DISEASE - POLICY LIMIT \$

RISK MANAGEMENT Approved  
By *M. Alonzo* Date 4-4-12

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: All landscape operations performed by or on behalf of the named insured.  
Primary Insurance: Blanket Additional Insured per Attached 00GL0434000108  
City of Moreno Valley, Moreno Valley Community Services District & Community Redevelopment Agency of the City of Moreno Valley (Excluding Professional Liability) are named as additional insured

CERTIFICATE HOLDER	CANCELLATION
City of Moreno Valley ✓ Moreno Valley Community Services District ✓ Community Redevelopment Agency of the City of Moreno Valley ✓ P.O. Box 88005 Moreno Valley, CA 92552-0805	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	D Cerkueira/REUSTO <i>Debbie Cerkueira</i>

Item No. B.6

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

- a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.
- b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.
- c. The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.
- d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.
- e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.
- f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.
- g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0143103 ✓

Named Insured: Tropical Plaza Nursery, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02-14-2012

00 GL0434 00 01 08

Includes copyrighted material of Insurance Services Office, Inc  
with its permission

Page 1 of 1



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 11/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> VANCE ORAND STATE FARM INSURANCE AGENCY INC. 220 S TUSTIN ST ORANGE, CA 92866	<b>CONTACT NAME:</b> PHONE (A/C No. 64): 714-538-0810 FAX: (A/C No.) 714-007-5103 E-MAIL ADDRESS:
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> TROPICAL PLAZA NURSERY INC. 9842 SANTIAGO BLVD. VILLA PARK, CA 92867-2521	INSURER A: State Farm Mutual Automobile Insurance Company 28178
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Per occurrence) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$ \$
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DESIGNAT <input checked="" type="checkbox"/>			F80-0202-P05-750-922	12/05/2011	12/05/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ WE STATE-TOY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISABE - EA EMPLOYEE \$ E.L. DISABE - POLICY LIMIT \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? <input type="checkbox"/> (Mandatory to non-If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	N/A				
A	FLEET POLICY			F80-0202-P05-75W	12/05/2011	12/05/2012	

**RISK MANAGEMENT**  
 Approved

*M. Wong* 11/22/11  
 By \_\_\_\_\_ Date \_\_\_\_\_

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**  
 CITY OF MORENO VALLEY, MORENO VALLEY  
 COMMUNITY SERVICES DISTRICT, AND COMMUNITY  
 REDEVELOPMENT AGENCY OF THE CITY OF MORENO  
 VALLEY PO BOX 88005 MORENO VALLEY, CA 92705

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE  
*[Signature]*

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R.F.P. # E-2/09  
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

- A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, per Section 3., paragraphs d., e., and g. of the Terms & Conditions, Section 4., paragraph m. of the General Provisions, and Section 6., paragraph f., of the Special Provisions.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	\$ 14.75	ea
		6"	@	\$ 20.00	ea
		12"	@	\$ 24.00	ea
2.	Pop-up gear drive sprink. in place:	4"	@	\$ 24.00	ea
		12"	@	\$ 40.00	ea
3.	Fixed Shrub sprink. In place:		@	\$ 10.00	ea
4.	Fixed shrub gear drive sprink. In place:		@	\$ 21.00	ea
5.	1 gal. shrub/vine/ground cover in place		@	\$ 6.50	ea
6.	5 gal. shrub/vine/ground cover in place		@	\$ 20.00	ea
7.	5 gal. tree in place (stakes incl)		@	\$ 20.00	ea
8.	15 gal. tree in place (stakes incl)		@	\$ 85.00	ea
9.	24" box tree in place (stakes incl)		@	\$ 250.00	ea
10.	36" box tree in place (guy wires incl)		@	\$ 650.00	ea
11.	Flat of ground cover in place		@	\$ 18.00	ea
12.	Planter bed mulch in place		@	\$ 35.00	/cu. yd
13.	Additional labor		@	\$ 20.00	/man hour
14.	Additional supervision		@	\$ 30.00	/man hour
15.	Additional Irrigation Technician		@	\$ 35.00	/man hour

PROPOSER: Tropical Plaza Nursery, Inc.

(Company Name)



ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15:  
FROM PREVIOUS PAGE)

\$ 1,323.25

**ROUTINE IRRIGATION REPAIR PRICES**

A. Irrigation repair parts for routine repairs

@ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = \$ 1,521.74

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters, open space (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ .015 /sq. ft./mo.

TOTAL COST SECTION B:  
ITEM 1. ABOVE =

\$ .015

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = \$ 1,521.75

PROPOSER: Tropical Plaza Nursery, Inc.

(Company Name)





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

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

**AGENDA DATE:** May 14, 2013

**TITLE:** FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-3/11-12

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### **RECOMMENDED ACTION**

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, ("First Amendment to Agreement for E-3/11-12") with Merchants Landscape Services, Inc., 8847 W. 9<sup>th</sup> Street, Rancho Cucamonga, CA 91730 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.
2. Authorize the City Manager to execute the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc.
3. Authorize adjustments in the purchase orders (POs) to Merchants Landscape Services, Inc., for a decrease in the PO for base maintenance services of \$2,799.72 and an increase of \$8,650.00 for additional work, for a net change to the Agreement of \$5,850.28 when the First Amendment to the Agreement for E-3/11-12 has been signed by all parties.

## **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. 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 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).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, 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. Base services are performed on a scheduled rotation basis.

“Additional work” is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, or unscheduled services as allowed per Exhibit E of the Agreement (See Attachment 3 - Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

## **DISCUSSION**

E-3/11-12 is the CSD landscape maintenance Agreement that covers the Zone E-3 (Moreno Valley Ranch – West) and E-3A (Lasselle Powerline Parkway) CSD maintained landscape service areas. Service levels are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed the CSD Zone E (Extensive Parkway Landscape Maintenance) Service Plan Policy, (the “Policy”) as adopted by the CSD Board on September 25, 2007, and amended on April 26, 2011, which includes General Service Level Guidelines for Reduced Maintenance Service, which is applied to the parkways and medians of E-3 and parkway of E-3A, as they may apply.

The Agreement was authorized in the NTE amount of \$151,410.56 (\$133,101.60 for E-3 base maintenance services, \$7,158.96 for E-3A base maintenance services, \$10,250.00 for E-3 additional work, and \$900.00 for E-3A additional work) for FY 2012/13.

In FY 2012/13, 12,120 sq. ft. of median turf from Zone E-3 was removed to accommodate the roadway extension of Nason Street, south of Iris Avenue. This change requires the base maintenance cost of the Agreement for E-3 to be adjusted from \$133,101.60 to \$130,301.88 for a reduction of \$2,799.72 in the base maintenance amount.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13, tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement’s additional work allocation is in need of an increase from \$11,150.00 to \$19,800.00 (an \$8,650.00 increase) to cover the cost of additional, services to provide labor and materials for irrigation repairs and replanting services.

This First Agreement to the Agreement for E-3/11-12 will reduce the total base maintenance cost by \$2,799.72 and increase the additional work cost by \$8,650.00 for a net increase of \$5,850.28. These adjustments are consistent with the costs identified in the Agreement. Approval of the First Amendment to the Agreement for E-3/11-12 will increase the NTE amount to \$157,260.84 (\$130,301.88 for E-3 base maintenance services, \$7,158.96 for E-3A base maintenance services, \$18,900.00 for E-3 additional work, and \$900.00 for E-3A additional work) for FY 2012/13.

## **ALTERNATIVES**

1. Approve the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc. for E-3/11-12 in the form attached hereto to provide continuation of landscape maintenance and maintenance related services to Zone E-3, authorize the City Manager to execute said First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc., and authorize adjustments in the purchase orders to Merchants Landscape Services, Inc., for a decrease in the purchase order for base maintenance services of \$2,799.72 and an increase of

\$8,650.00 in the additional work purchase order. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*

2. Do not approve the First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc. in the forms attached hereto for continuation of landscape maintenance and maintenance related services, do not authorize the City Manager to execute said First Amendment to the Agreement for E-3/11-12 with Merchants Landscape Services, Inc., and do not authorize adjustments in the purchase orders to Merchants Landscape Services, Inc., for a decrease in the purchase order for base maintenance services of \$2,799.72 and an increase of \$8,650.00 in the additional work purchase order. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the Zone E-3 (Moreno Valley Ranch – West) landscaped area.*

**FISCAL IMPACT**

CSD Zone E services are funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for parkway and median, landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City’s General Fund.**

The following table represents the Adjustments to be made in the General Ledger Account to the Zone E budget to accommodate the First Amendment to the Agreement for E-3/11-12 for landscape maintenance services.

Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments <sup>1</sup>	2012/13 Amended Agreement Total
Merchants Landscape Services, Inc.	5013-30-79-25709-620910	\$ 140,260.56	\$11,150.00	\$151,410.56	\$ 5,850.28	\$ 157,260.84

<sup>1</sup> E-3/E3A Agreement Adjustment includes a \$2,799.72 reduction in the base amount as a result of a reduction of sq. footage maintained. The proposed Amendment for additional work for E-3/E-3A is a \$8,650.00 increase.

**CITY COUNCIL GOALS**

**Community Image and Positive Environment:**

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

**NOTIFICATION**

N/A

**ATTACHMENTS**

Attachment 1 – First Amendment to the Agreement for E-3/11-12

Attachment 2 – Agreement for E-3/11-12

Attachment 3 – Additional Work Price List

Prepared By:  
Sharon Sharp  
Senior Management Analyst

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

Concurred By:  
Candace 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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**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
MORENO VALLEY RANCH – WEST (E-3) AND  
LASSELLE POWERLINE PARKWAY (E-3A)  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION**

**PROJECT NO. E-3/11-12**

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Merchants Landscape Services, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. E3/11-12 PROJECT NO. E-3/11-12, hereinafter referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of \$151,410.56 (\$140,260.56 for base maintenance services to be paid at a rate of \$11,688.38 per month, one month in arrears and \$11,150.00 for additional work); and,

**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. E-3/11-12**

WHEREAS, on July 31, 2012, the Contractor was notified to remove 12,120 sq. ft. of median turf from service to accommodate the roadway extension of Nason Street, south to Iris Avenue, which reduced the amount of median area to be maintained and adjusted the Agreement from \$151,410.56 to \$148,610.48 (a \$2,799.72 reduction in the base maintenance from \$140,260.56 to \$137,460.84); and,

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require an increase in the Agreement's additional work allocation from \$11,150.00 to \$19,800.00 (\$18,900.00 for E-3 and \$900 for E-3A), to cover the cost of additional services, including but not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the amount of the Agreement from \$151,410.56 to \$153,360.84 to cover the net increase for additional cost of services, at the unit prices as listed in Exhibit E, I. Schedule II., C. of the Agreement.

**SECTION 1 FIRST AMENDMENT to the AGREEMENT:**

1.1 Amend the NTE Agreement amount from \$151,410.56 to \$153,360.84 (\$137,460.84 for base maintenance services, to be paid at a rate of \$7,135.13 for the month of July 2012, and \$6,880.31 for the months of August 2012 through June 2013, one month in arrears and \$19,800.00 for additional work).



**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. E-3/11-12**

1.1. a. Base Amount: Base amount was reduced from \$140,260.56 to \$137,460.84 by \$2,799.72 for 12,120 sq. ft. of turf removed from service starting August 1, 2013.

1.1. b. Additional Work : Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E from \$11,150.00 to \$19,800.00, an increase of \$8,650.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

**SECTION 2**

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

**SIGNATURE PAGE TO FOLLOW**

**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. E-3/11-12**

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

Moreno Valley Community Services District

Contractor: Merchants Landscape Services, Inc.

By: \_\_\_\_\_  
Title: City Manager, acting in the capacity of  
District Manager to 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)*

**INDEPENDENT CONTRACTOR AGREEMENT**

RFP NO. E-3/11-12  
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND  
LASSELLE POWERLINE PARKWAY (E-3A)  
MAINTENANCE OF PARKWAY AND MEDIAN  
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	Merchants Landscape Services, Inc.
Street Address	8847 W. 9 <sup>th</sup> Street
Street Address	
City, State, Zip	Rancho Cucamonga, CA 91730
Mailing Address	
(If same as Street Address, write same or same as above)	1510 S. Lyon St.
Business Phone (with area code)	Santa Ana, CA 92705
Cell or Mobile Phone (with area code)	(800) 645-4881
Other Contact Number (with area code)	
Fax Number	(909) 981-1029
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	765658 C27

**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

- B. services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- C. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- D. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- E. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. 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.
- F. 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 of the City of Moreno Valley (MVHA), 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, MVHA'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, MVHA, 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, MVHA, 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/MVHA/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 of the City of Moreno Valley, 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 of the City of Moreno Valley, 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: 1510 S. Lyon St., Santa Ana, CA 92705

[Mailing Address (Post Office Box, if applicable)]

(800) 645-4881

[Telephone number]

(909) 981-1029

[Fax number]

Patrick@merchantslandscape.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  
 Public Works Department  
 Special Districts Division  
 14177 Frederick Street  
 P. O. Box 88005  
 Moreno Valley, CA 92552-0805  
 Attn: Daniel Monto, Senior Landscape Services Inspector  
 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: *Richard A. ...*  
Title: Mayor, acting in the capacity of  
President of the Board of Directors of  
the Moreno Valley Community  
Services District

By: *... Pos.*  
Title: (President or Vice President)

Date: 7/3/2012

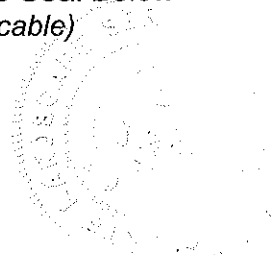
Date: 6/12/12

<u>INTERNAL USE ONLY</u>	
ATTEST:	<u><i>... H...</i></u> City Clerk
APPROVED AS TO LEGAL FORM:	<u><i>... ...</i></u> City Attorney <u>10-18-12</u> Date
RECOMMENDED FOR APPROVAL:	<u><i>... ...</i></u> Department Head <u>7/9/12</u> Date

By: *Don M. Brown*  
Title: Corporate Secretary or Assistant  
Secretary  
(If applicable)

Date: 6/12/12

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



FAITHFUL PERFORMANCE BOND  
PROJECT NO. E-3/11-12

BOND NO. 72BSBGF0365

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 13th day  
of June 2012.

CONTRACTOR (Principal)

SURETY

Contractor Name: Merchants Landscape Services, Inc.

Name: Hartford Fire Insurance Company (XV) CA

Address: 1190 Monterey Pass Road  
Monterey Park, CA 91754

Address: One Pointe Drive, 6th Floor  
Brea, CA 92821

Telephone No.: 323-881-6701

Telephone No.: 714-674-1321

Print Name: Theodore Haas

Print Name: MARY SMITH

Signature: *Theodore Haas*

Signature: *Mary Smith*  
Attorney-in-Fact

Approved as to Form this

13th day of JUNE 2012

*Suzanne Brunel*  
*Notary* 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 ACKNOWLEDGMENT**

State of California

County of Los Angeles

On June 13, 2012, before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.



Signature Donna M. Green  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- LIMITED
- OTHER:

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

ALXVJCA

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-183250

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut ALXVJCA
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green*  
of  
**Pasadena, CA**

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President





LABOR AND MATERIAL BOND  
PROJECT NO. E-3/11-12

WITNESS our hands this 13th day of June, 20 12.

PRINCIPAL

SURETY

Name: Merchants Landscape Services, Inc.

Name: Hartford Fire Insurance Company *ALXV)CA*

Address: 1190 Monterey Pass Road  
Monterey Park, CA 91754

Address: One Pointe Drive, 6th Floor  
Brea, CA 92821

Telephone Number: 323-881-6701

Telephone Number: 714-674-1321

By: *[Signature]*

By: *[Signature]*  
MARY SMITH

Title: *Chairman*

Title: Attorney-In-Fact

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

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

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

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

Approved as to form this 13th day of June, 20 12.

*Deputy* *[Signature]*  
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)).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

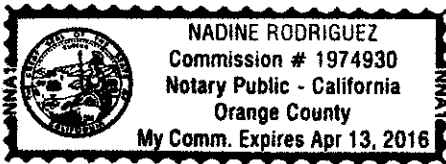
State of California

County of Orange

On June 13, 2012 before me, Nadine Rodriguez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Theodore Haas  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Partner —  Limited  General  Individual  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On June 13, 2012, before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature *Donna M. Green*  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)                       LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-4 A(XV)CA  
 P.O. BOX 2103, 690 ASYLUM AVENUE  
 HARTFORD, CONNECTICUT 06115  
 call: 888-266-3488 or fax: 860-757-5835

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Code: 72-183250**

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
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- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green*  
 of  
**Pasadena, CA**

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
 Notary Public  
 My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

**EXHIBIT A**  
RFP NO. E-3/11-12  
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND  
LASSELLE POWERLINE PARKWAY (E-3A)  
MAINTENANCE OF PARKWAY AND MEDIAN  
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 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 20, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, 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 Director of Public Works 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 Appendix B, Monthly Report Form), and shall be

- C. submitted to the Director by the tenth day of each month, one (1) month in arrears. 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. 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. Director of Public Works
  3. Police Department
  4. Fire Department
  5. Special Districts Division Manager
  6. Street Maintenance Supervisor
  7. Senior Landscape Services Inspector
  8. Landscape Services Inspector



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, 2010 (or most current) 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 Public Works 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 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). 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 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 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. 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

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 shall be done per the frequency of service table, as set forth in Exhibit E, or as directed by District field staff;
  - (c) 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;
  - (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
  - (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
  - (f) 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 areation 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 Appendix C) as an element of Contractor's Monthly Report, 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**

1. 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.

1. Humus base fertilizers to be applied by drop spreader only.
2. 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).
3. Any fertilizers containing iron will be completely 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 this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
5. Written notification is required to Director five (5) working days prior to fertilizer application.

#### B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized per 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

2. Any fertilizers containing iron will be removed from concrete sidewalks 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 Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification is required to Director five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and 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 Section 8. – Use of Chemicals. Any changes to said list shall be reported per 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 Section 3 – Functions and Responsibilities and 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 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 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 Section 3 – Functions and Responsibilities and 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

The aforementioned list is inclusive; other species may be added by the Director as necessary

- (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.

#### 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

#### 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.

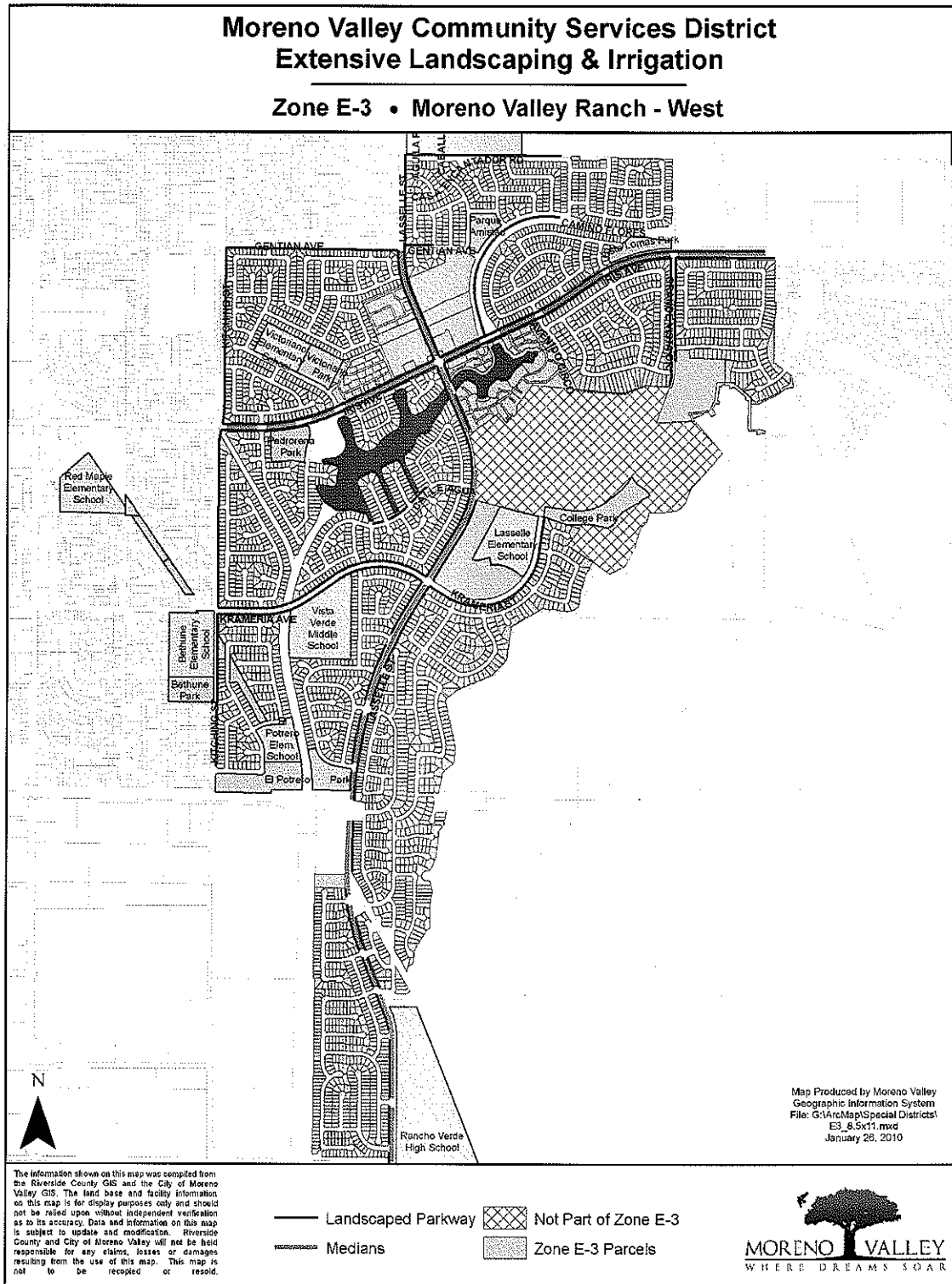
## 2. Insect and Disease Control

- (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. PROJECT LOCATION MAP





**EXHIBIT B: District Responsibilities**

RFP NO. E-3/11-12  
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND  
LASSELLE POWERLINE PARKWAY (E-3A)  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

**1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the District by the Director of Public Works 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. E-3/11-12

PROJECT NO. E-3/11- 12

MORENO VALLEY RANCH-WEST (E-3) AND  
LASSELLE POWERLINE PARKWAY (E-3A)  
MAINTENANCE OF PARKWAY AND MEDIAN  
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 for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 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 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 eleven thousand, six hundred eighty-eight dollars and thirty-eight/100 (\$11,688.38) 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 one hundred forty thousand, two hundred sixty dollars and fifty-six/100 (\$140,260.56), 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 B and C. 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 \$11,150.00 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. E-3/11-12

PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND  
LASSELLE POWERLINE PARKWAY (E-3A)  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

**1. TERM OF CONTRACT**

- A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate June 30, 2013 (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.



**merchants**  
 landscape services, inc.

**COMPANY PROFILE**

Merchants Landscape Services is a full service landscape maintenance contractor, which currently operates Five Regional offices in Southern California.

Merchants Landscape Services corporate headquarters is located in Santa Ana. Merchants Landscape is the largest provider of municipal landscape maintenance in Southern California. This growth was accomplished without a marketing department or acquisitions. MLS's corporate philosophy is based on service and client retention. Our Sun Valley branch service's LA and Ventura counties, the Santa Ana and Irvine branch's Orange County, the Rancho Cucamonga branch and our Palm Springs branch service's Riverside and San Bernardino counties. Merchants Landscape Services has over 350 employees and maintains a fleet of over 200 trucks and trailers. Company annual sales will exceed \$16,000,000.00 this year.

We have hundreds of accounts encompassing a wide range of maintenance clients. These include national Hotels, Regional Shopping centers, HOA's and commercial centers in every county. Also included are large regional Hospitals, school districts, and County contracts. However, nearly 95% of the company's revenue is generated from municipality landscape maintenance contracts. Merchants Landscape Services is currently servicing the cities of:

Palm Springs	Ontario	Rancho Palos Verde
Anaheim	Riverside	Palos Verde Estates
Orange	Pasadena	San Juan Capistrano
Aliso Viejo	Yorba Linda	Manhattan Beach
Sierra Madre	County of Orange	Irvine
Moreno Valley	Newport Beach	

Merchants welcomes any interested future clients to contact any of our current clients regarding Merchants services.

Merchants Landscape Services is 1 of only 2 landscape maintenance companies in California that are self-insured for workers compensation insurance. Allowing Merchants to maintain a lower cost of operation and provide our clients with very competitive pricing.

The contact lead person for the City of Moreno Valley Ranch will be the Regional Manager Patrick Healy, [patrick@merchantslandscape.com](mailto:patrick@merchantslandscape.com). The office is located at 8847 W. 9<sup>th</sup> St., Rancho Cucamonga, CA. 91730, office # (800) 645-4881, Fax # (909) 981-1029

**EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS**

RFP NO. E-3/11-12  
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND  
LASSELLE POWERLINE PARKWAY (E-3A)  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

RFP NO. E-3/11-12  
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND  
LASSELLE POWERLINE PARKWAY (E-3A)  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

**I: SCHEDULE I – VENDOR INFORMATION**

A. COMPANY NAME: Merchants Landscape Services, Inc.

TYPE

- Sole proprietor \_\_\_\_\_
- Partnership \_\_\_\_\_
- Corporation   X

B. COMPANY ADDRESS (STREET) 8847 W. 9th St.

(CITY, STATE, ZIP) Rancho Cucamonga, CA. 91730

C. COMPANY ADDRESS (MAILING) 1510 S. Lyon St.

(CITY, STATE, ZIP) Santa Ana, CA. 92705

D. BUSINESS PHONE NUMBER(with area code) (800) 645-4881

E. SATELLITE OFFICE ADDRESS (if applicable):

See attached Branch List

F. SATELLITE OFFICE PHONE NUMBER See attached

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 765658 C27

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 13 yrs.

3. LICENSE EXPIRATION DATE: 7-31-13

4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No

6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4725606

I. NAME AND TITLE(S) OF COMPANY OFFICERS:

<u>Mark Brower</u>	<u>President</u>
<u>Theodore Haas</u>	<u>Chairman</u>
_____	_____
_____	_____

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 13 yrs.

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 11 yrs.

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: 96  
 PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 97%  
 TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: \_\_\_\_\_  
\$15,800,000/year

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: <u>21</u>	AVERAGE WAGE SCALE: \$ <u>30.00/</u> *
TECHNICIANS: <u>26</u>	AVERAGE WAGE SCALE: \$ <u>19.00/Hr.*</u>
FOREMEN: <u>69</u>	AVERAGE WAGE SCALE: \$ <u>15.00/Hr.*</u>
LABORERS: <u>220</u>	AVERAGE WAGE SCALE: \$ <u>12.00/Hr.*</u>

\*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: See attached NUMBER: 143
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_



- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_

**B POWER EQUIPMENT**

- TYPE: SEE ATTACHED 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?



**MERCHANTS LANDSCAPE SERVICES, INC.**

**References**

**CITY OF IRVINE**

P.O. Box 19575  
Irvine, CA. 92623  
Contact: Ariel De La Paz  
Phone: (949) 724-7619  
Project Completion: On going to 2014  
Project size in \$: \$3,000,000/year  
City Parks & Sports Parks

**CITY OF PALM SPRINGS**

3200 Tahquitz Canyon Dr.  
Palm Springs, CA. 92262  
Contact: Vickie Oltean  
Phone: (760) 831-8665  
Project Completion: On going to 2013  
Project Size in \$: \$1,200,000/year  
Sports Parks, City Parks, Facilities, and  
Medians

**CITY OF ORANGE**

230 E. Chapman  
Orange, CA. 92866  
Contact: Dana Robertson  
Phone: (714) 744-7283  
Project Completion: On going to 2016  
Project size in \$: \$750,000/year  
All City Parks & Assessments Districts

**CITY OF PALOS VERDES ESTATES**

340 Palos Verdes Drive West  
Palos Verdes Estates, CA. 90274  
Contact: Carl Mortiz  
Phone: (310) 378-0383  
Project Completion: On going to 2012  
Project size in \$240,000/year Parklands and  
Right of Way Maintenance

**CITY OF NEWPORT BEACH**

3300 Newport Blvd.  
Newport Beach, CA. 92658  
Contact: Dan Sereno  
Phone: (949) 644-3069  
Project Completion: On going to 2012  
Project size in \$: \$650,000/year  
All City Medians & Parkways

**CITY OF MANHATTAN BEACH**

3621 Bell Avenue  
Manhattan Beach, CA. 90266  
Contact: Juan Price  
Phone: (310) 802-5310  
Project Completion: On going to 2015  
Project size in \$: \$500,000/year  
All City Medians, Parks & Facilities

**CITY OF MORENO VALLEY**

14325 Frederick St., Ste: 9  
Moreno Valley, CA. 92552  
Contact: Dan Monto  
Phone: (951) 413-3492  
Project Completion: On going to 2013  
Project size in \$64,416.00/year  
Maintenance of Parkway & Medians

**CITY OF YORBA LINDA**

4845 Casa Loma Ave.  
Yorba Linda, CA. 92886  
Contact: Bruce Carleton  
Phone: (714) 961-7170  
Project Completion: On going to 2012  
Project size in \$:420,000.00  
City Parks

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.

8847 W. 9th St.  
Rancho Cucamonga, CA. 91730

15507 Sunview Circle  
Riverside, CA. 92504

- 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:**

See below

2. **Motor Vehicles:**

- 1 - F150 with trailer
- 1 - Ranger Irrigation Truck

3. **Turf Maintenance Power Equipment/Tools:**

- 1 - Rider Lazer
- 1 - 36" Walk Behind

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**

(List both powered and hand equipment/tools)

- 2 - Hedge trimmers
- 2 - Blowers
- 2 - String trimmer<sup>66</sup>s
- 1 - Lopper
- 1 - Hand tool -709-

5. **Irrigation System Maintenance Equipment:**  
(List both powered and hand equipment/tools)

Universal Remote  
Wire Tracker  
All necessary hand tools

6. **Fertilizer Application Equipment:**  
(List both powered and hand equipment/tools)

Earthway rotary spreaders  
Scotts Accu Pro 2000  
Lesco commercial plus 2 speed power spreader  
Lesco walk behind spreader

7. **Pesticide Application Equipment:**  
(List both powered and hand equipment/tools)

4 gal. Lesco backpack sprayer  
Lesco commercial plus 2 speed power sprayer  
Lesco commercial plus power sprayers 50 gal. each

- 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)

- 1 - Supervisor - Part Time
- 1 - Foreman - Full Time
- 4 - Laborer - Full Time & Part Time

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

N/A

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

- 1 - Irrigation Tech part time

4. **Pesticide Application:**

(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

- 1 - QAL Applicator part time

**IV: PROPOSED PROJECT WORK SCHEDULES**

Pages 70-73 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedule for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Section 17, and Section 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, for **Service Schedule Level 3**, page 74. 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-3 and E-3A. 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-3 and E-3A 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-3 and E-3A 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.



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**MERCHANTS LANDSCAPE SERVICES, INC.  
CITY OF MORENO VALLEY  
ANNUAL MAINTENANCE SCHEDULE 2012  
E-3 FULL SERVICE**

Merchants Landscape Services  
8847 W. 9th Street  
Rancho Cucamonga, CA 91730  
California Contractor's License  
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly
Fertilize 22-0-6	Fertilize 22-0-6	Broadleaf Aerate	Broadleaf Aerate		Fertilize 22-5-5	Aerate			Aerate Fertilize 22-5-5		
Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees snail bait Fertilize	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees snail bait	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees Inspection of trees	Trim shrubs ground cover, Vines & trees snail bait	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees
Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week



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**MERCHANTS LANDSCAPE SERVICES, INC.  
CITY OF MORENO VALLEY**

**ANNUAL MAINTENANCE SCHEDULE 2012**

**E-3 SERVICE SCHEDULE LEVEL 2**

Merchants Landscape Services  
8847 W. 9th Street  
Rancho Cucamonga, CA 91730  
California Contractor's License  
#765668

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly Broadleaf Fertilize	Mow & edge turf bi-weekly Broadleaf Fertilize	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees
Weed Control	Weed Control	Fertilize Weed Control	Fertilize Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Irrigation System check Monthly	Weed Control Irrigation System check Monthly	Irrigation System check Monthly	Weed Control Irrigation System check Monthly
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week





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**MERCHANTS LANDSCAPE SERVICES, INC.  
CITY OF MORENO VALLEY**

**ANNUAL MAINTENANCE SCHEDULE 2012  
E-3 SERVICE SCHEDULE LEVEL 3**

Merchants Landscape Services  
8847 W. 9th Street  
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California Contractor's License  
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly Trim shrubs ground cover, Vines & trees Fertilize Weed Control	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly Trim shrubs ground cover, Vines & trees	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly inspection of trees	Mow & edge turf bi-weekly Trim shrubs ground cover, Vines & trees	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly Litter removal Monthly
Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month



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**MERCHANTS LANDSCAPE SERVICES, INC.  
CITY OF MORENO VALLEY  
ANNUAL MAINTENANCE SCHEDULE 2012  
E-3A FULL SERVICE**

Merchants Landscape Services  
8847 W. 9th Street  
Rancho Cucamonga, CA 91730  
California Contractor's License  
#765668

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees small bait Fertilize	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees small bait	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees small bait	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees
Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control
Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation
System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week



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**MERCHANTS LANDSCAPE SERVICES, INC.  
CITY OF MORENO VALLEY**

**ANNUAL MAINTENANCE SCHEDULE 2012  
E-3A SERVICE SCHEDULE LEVEL 2**

Merchants Landscape Services  
8847 W. 9th Street  
Rancho Cucamonga, CA 91730  
California Contractor's License  
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees
Weed Control	Weed Control	Fertilize Weed Control	Fertilize Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Inspection of trees Fertilize	Weed Control	Weed Control	Weed Control
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

**City of Moreno Valley**  
**Landscaping Maintenance Crew**

E-3 E-3A Level 3     Jan-12

	3 man detail crew	4 man mow crew	4 man mow crew	4 man mow crew	
<i>Monday</i>	<i>Tuesdays</i>	<i>Wednesdays</i>	<i>Thursdays</i>	<i>Fridays</i>	<i>Legend</i>
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge	E-3 Mow and Edge	1st Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	2nd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge	E-3 Mow and Edge	3rd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	4th Week



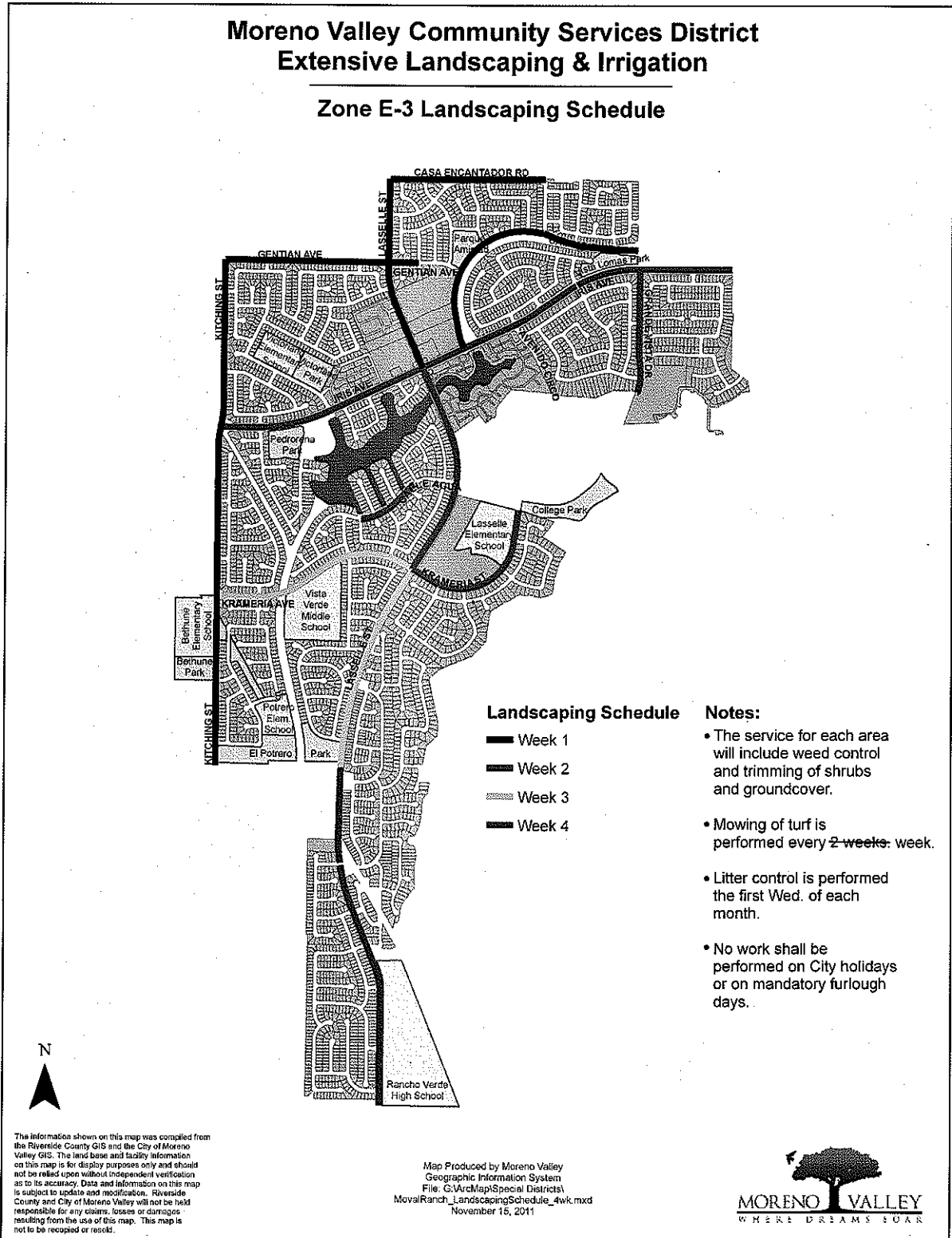


**V: FREQUENCY OF SERVICE TABLE**

<b>Service Type</b>	<b>Service Schedule Level 1 (4 Week)</b>	<b>Service Schedule Level 2 (8 Week)</b>	<b>Service Schedule Level 3 (12 Week)</b>
17.A. Turf Care Mow/edge/trim Aeration	Weekly Bi-annually (Spring & Fall)	Every other week Bi-annually (Spring & Fall)	Every other week 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.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	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)

**VI: SAMPLE SERVICE SCHEDULES**

**A. E-3 – 4 WEEK ROTATION (Service Schedule Level 1)**

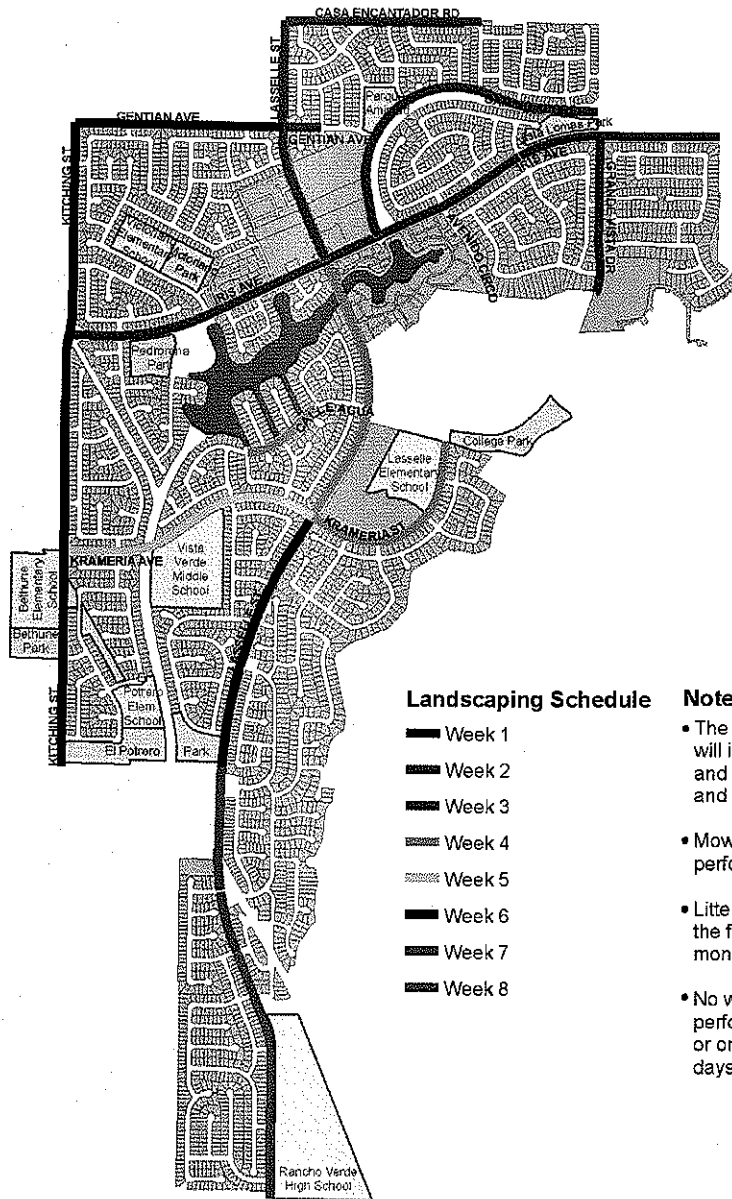




**B. E-3 - 8 WEEK ROTATION (Service Schedule Level 2)**

**Moreno Valley Community Services District  
Extensive Landscaping & Irrigation**

**Zone E-3 Landscaping Schedule**



**Landscaping Schedule**

- Week 1
- Week 2
- Week 3
- Week 4
- Week 5
- Week 6
- Week 7
- Week 8

**Notes:**

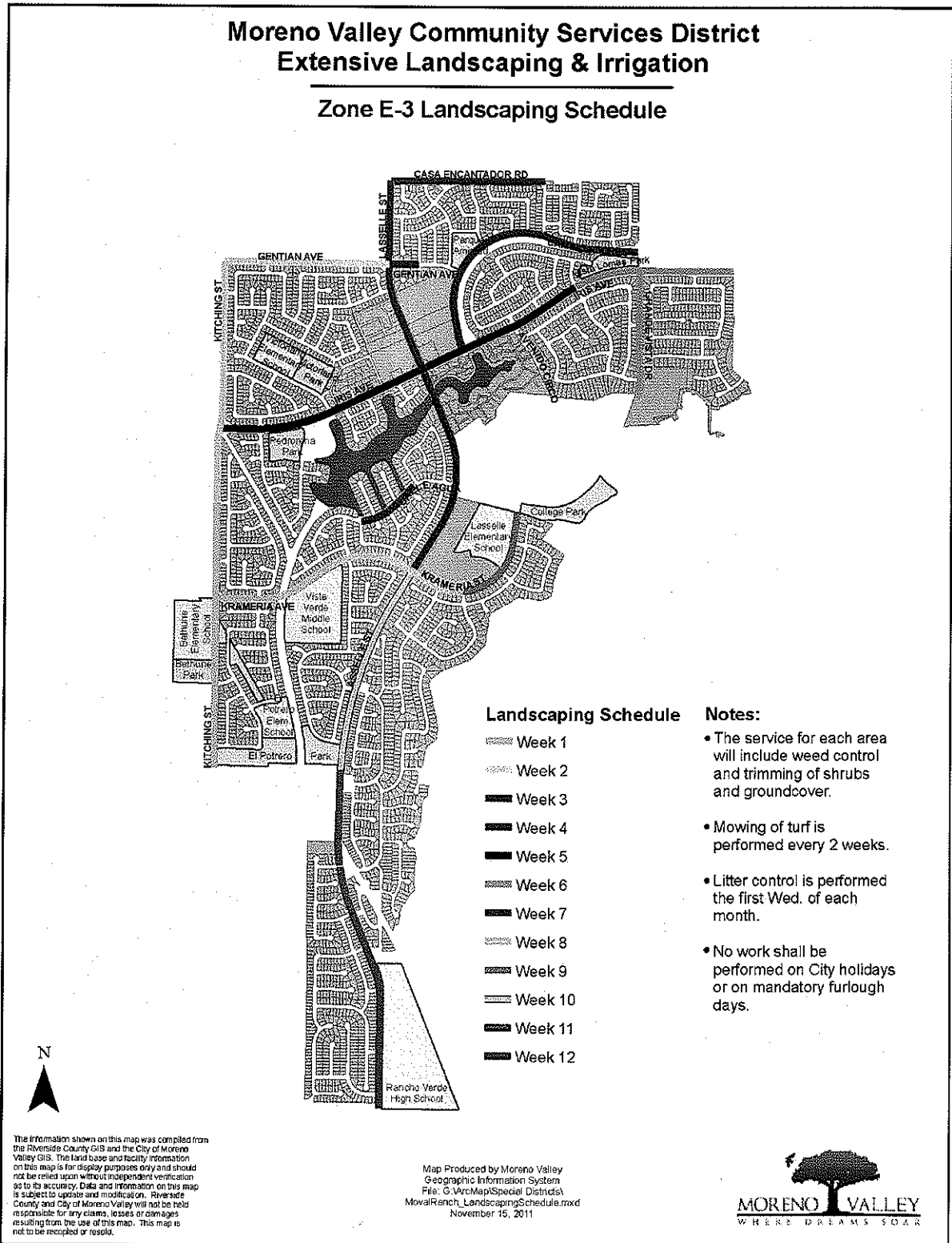
- The service for each area will include weed control and trimming of shrubs and groundcover.
- Mowing of turf is performed every 2 weeks.
- Litter control is performed the first Wed. of each month.
- No work shall be performed on City holidays or on mandatory furlough days.

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.

Map Produced by Moreno Valley  
Geographic Information System  
File: G:\ArcMap\Special Districts\  
MoValRanch\_LandscapingSchedule\_8wvk.mxd  
November 15, 2011

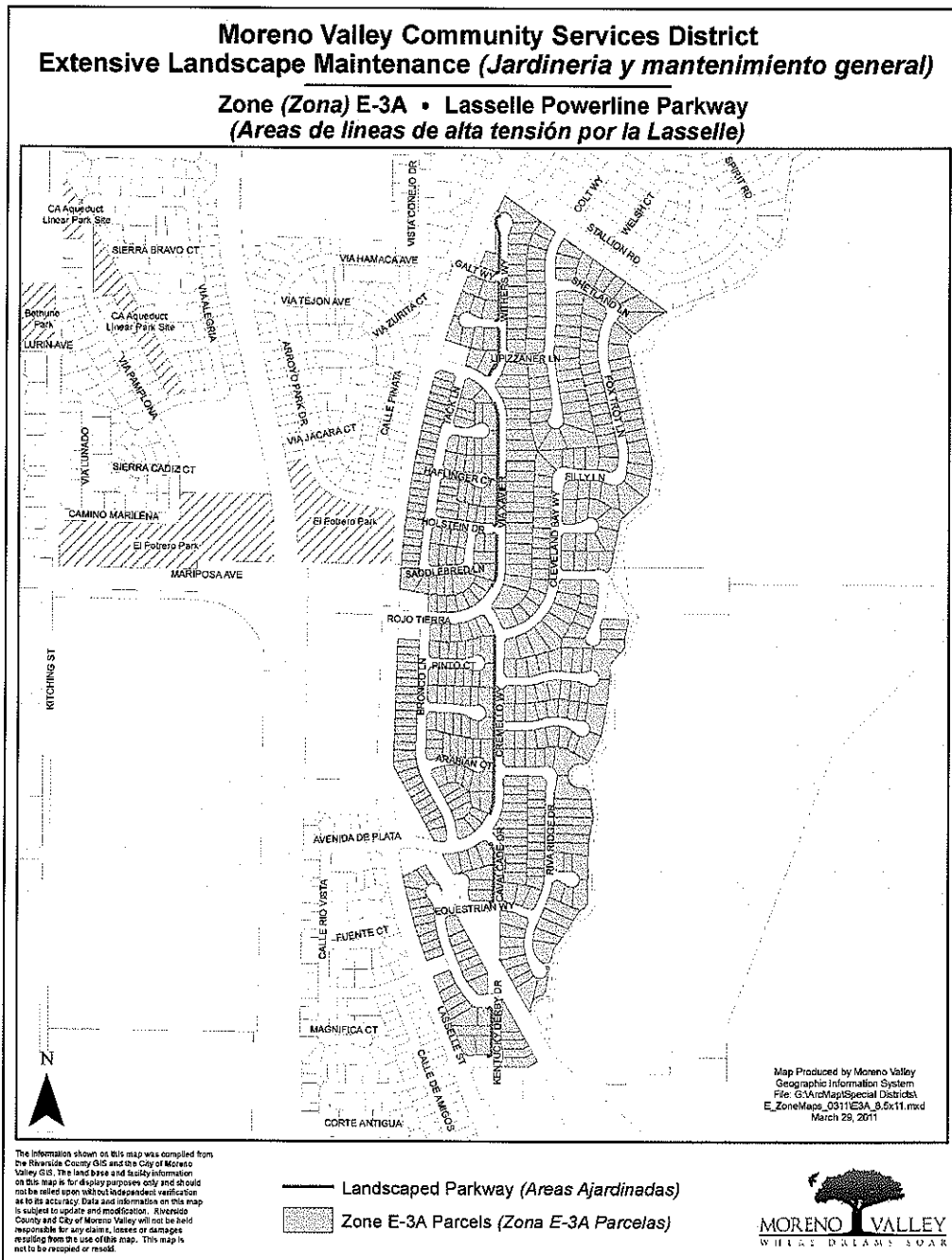


**C. E-3 - 12 WEEK ROTATION (Service Schedule Level 3)**



D. E-3A

The 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
23-5-10	180 bags - 50 lbs.	\$3,600.00

**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
Snap shot - pre-emergent	150 lbs.	\$300.00
Fusilade - Herbicide	3 pints	\$210.00
Fumitoxin - Gopher control	15 flask	\$390.00
M-pede-insecticide	36 gal.	\$120.00

**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.

Merchants has a 24 hour/7 days a week dispatch manned by Merchants employees. Also, all Area Managers have Sprint phones/radios with Blackberry capability for field e-mail access. All crew foreman also have Sprint phones/radios. All of the above allows Merchants to have a 24 hours, 7 days a week rapid communication capabilities.

**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.

Merchants possesses all it's own traffice control devices, including arrow boards, delinators signage etc. It is very versed and experienced in caltrans requirements. It practices traffic control daily in Cities through out Southern California.

**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.

Burrtec Waste Industries, Inc.  
9820 Cherry Ave.  
Fontana, CA. 92335  
Contact: Vicent - (800) 998-8774

Burrect Waste Industries, Inc.  
1850 Aqua Mansa Rd.  
Riverside, CA. 92509  
Contact: Judy Davis - (951) 786-0639

Aqua Mansa Waste Site  
1830 Aqua Mansa Rd.  
Riverside, CA. 92509  
(951) 786-0544



**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 Mark BrowerTITLE PresidentCOMPANY NAME Merchants Landscape Services, Inc.DATE February 17, 2012

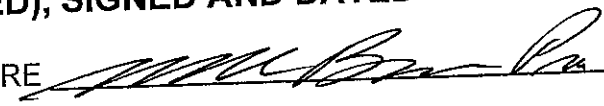


**XI. PROPOSAL AFFIRMATION**

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 Merchants Landscape Services 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 Merchants Landscape Services 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 Mark Brower  
TITLE President  
COMPANY NAME Merchants Landscape Services, Inc.  
DATE February 17, 2012



## **MERCHANTS LANDSCAPE SERVICES**

### **BRANCH LIST**

#### ***Pomona Branch***

*8847 W. 9th Street  
Rancho Cucamonga CA, 91730  
Regional Manager – Patrick Healy*

*Phone: 800-645-4881  
Fax: 909-981-1029  
Cell: 310-864-9900*

#### ***Los Angeles Branch***

*11220 ½ Peoria St.  
Sun Valley, CA 91352  
Regional Manager – Patrick Healy*

*Phone: 800-645-4881  
Fax: 818-504-2578  
Cell: 310-864-9900*

#### ***Orange County***

*1639 E. Edinger Ave. Building # C  
Santa Ana, CA 92705  
O.C. Regional Manager – Martin Herrera*

*Phone: 800-645-4881  
Fax: 714-972-3185  
Cell: 714-720-1330*

#### ***Irvine Branch***

*1510 S. Lyon St.  
Santa Ana, CA. 92705  
O.C. Regional Manager – Martin Herrera*

*Phone: 800-645-4881  
Fax: 714-972-3185  
Cell: 714-720-1330*

#### ***Palm Springs Branch***

*1130 Valdivia, Suite #A  
Palm Springs, CA 92262  
Branch Manager – Mike Kartchner*

*Phone: 800-645-4881  
Fax: 760-864-9528  
Cell: 760-802-4519*



EQUIPMENT INVENTORY

Revised 10-18-11

Description	Serial #
22" Double Sided	8040608
22" Double Sided	9111852
4.0HP Honda	C11118
4.0HP Honda	C11471
Aerator - John Deere 1500 A20857	M01500X025435
Aerator - Lesco / push behind	72260835
Aerator Classen 42" 3 pt hitch	720263984
Aerator Drum 70"	20637
Aerator Gearmore w/tank	614002 / A20977
Aerator Hasqaverna walk behind	53058177
Aerator Honda 25.5 - Blu H742	83970569
Aerator Landpride PTO CA2560	574628
Aerator Model 968982105 Husquarna	8400476
Aerator Tow - Lesco	72260739
Aerator Tow behind	645
Aerator Walk behind	74238666
Aireator - Orange	53058177
Arborist's Saw 35cc	167677852
Arborist's Saw 35cc	169484303
Auger Honda Engine	A20849
Auger post hole digger w/2" - Echo A20447	E02103003542
Avger Honda/Ground hog-Mod. C71-5	1741792
Backpack Blower	271288400
Backpack blower	272069304
Backpack blower	272069313
Backpack blower	272069325
Backpack blower	T14211001105
Backpack blower	272069301

Description	Serial #
Backpack blower 36"-Walk behind Model TH	824945
Backpack blower Echo 44cc carb II	P08111002945
Backpack blower Echo-PB-413	P0811003315
Backpack blower Husquarna - 145BF	3003305
Backpack blower Husquarna - 145BF	965102305
Backpack blower STIHL-BR-550	271665390
Backpack blower STIHL-BR-550	271665392
Backpack blower STIHL-BR-550	271665400
Backpack blower STIHL-EB8520	8100766
Backpack blower STIHL-EB8520	8100911
Backpack blower STIHL-EB8520	9051522
Backpack blower STIHL-EB8520	9071730
Backpack blower STIHL-EB8520	9071742
Backpack blower STIHL-EB854	T14211001168
Backpack blower STIHL-EB854	T14211001170
Bagging System - Exmark LHPUV4650	718814
Battery Charger (for 6 & 12 volts) Model #7200	
Bit- 5 gallon	
Bit- 5 gallon	
Blower	4000-736
Blower	4001270-04
Blower	P02311002461
Blower	4001276-04
Blower	P02311002514
Blower	P02311025542
Blower	P02311025546
Blower	P02311025631
Blower	P08211002836



Description	Serial #
Blower	30002315
Blower	P02311025233
Blower	P02311025283
Blower	P02311025284
Blower	P02311025301
Blower	P02311025321
Blower	P02311025331
Blower	P02311025342
Blower	P02311025536
Blower	P02311026296
Blower	P33011002057
Blower - Echo	#09005538
Blower - Echo	D08111003544
Blower - Echo	O9000598
Blower - Echo	P02011001417
Blower - Echo	P08011015596
Blower - Echo	P08111002393
Blower - Echo	P08111002736
Blower - Echo	P08111002768
Blower - Echo	P08111002852
Blower - Echo	P08111003367
Blower - Echo	P08211002735
Blower - Echo	P08211003677
Blower - Echo	7611021673
Blower - Echo (blue)	2004117
Blower - Echo PB500HT	P02311006658
Blower - Echo PB500HT	P02311008859
Blower - Echo PB500HT	P02311023203

Description	Serial #
Blower - Echo PB500HT	P02311023292
Blower - Echo PB500HT	P02311023295
Blower - Echo PB500HT	P33011001514
Blower - Husqvarna (green/black)	3004020
Blower - Husqvarna (white)	3003318
Blower - Husqvarna	3000793
Blower - Husqvarna	3003317
Blower - Husqvarna	3003850
Blower - Husqvarna	3003867
Blower - Husqvarna (black)	2005701
Blower - Husqvarna (black)	3002024
Blower - Husqvarna (black)	3002032 - 551139
Blower - Husqvarna (orange)	3003215
Blower - Husqvarna	60084
Blower - Husqvarna	2001840
Blower - Husqvarna	2003287
Blower - Husqvarna	2011846.00
Blower - Husqvarna	3000791
Blower - Husqvarna	5000437
Blower - Husqvarna	13000710
Blower - Kawasaki (yellow)	56002021
Blower - PB500HT	P02311003668
Blower - PB500HT	P02311003698
Blower - PB500HT	P02311003707
Blower - PB500HT	P02311003795
Blower - PB500HT	P02311020201
Blower - Shindawa	4107423
Blower (Back Pack) 1 Echo 50CC Model PB50	S69311005757



Description	Serial #
Blower (Backpack)	904091
Blower (Backpack)	904093
Blower (Backpack)	904095
Blower (Backpack)	904097
Blower (Backpack)	285717301
Blower (Backpack)	T14211001051
Blower (black & white)	1002106
Blower (Mist) Model MD155DX-Maruyama	267622333
Blower (Mist) Model SR420Z-STILJ	267622355
Blower back pak	9535115-76
Blower Backpack	904107
Blower Backpack	80704100
Blower Echo	P08211003528
Blower Echo	P08211003546
Blower Echo	P08111001519
Blower Echo 4600	21171
Blower Echo 4600	9003418
Blower Echo 4600	42023570602
Blower Echo 4600	570411001510
Blower Echo Model PB413-H	2002773
Blower Echo Model PB413-H	2004160
Blower Husquvama	2003214
Blower Husquvama	3000795
Blower Husquvama	3003206
Blower Husquvama	5000061
Blower Husquvama	5000435
Blower Husquvama	7003839
Blower Husquvama	10004766

Description	Serial #
Blower Echo Model PB413-H	9002264
Blower Echo Model PB415T	P08111001232
Blower Husquama 145BF	2003219/2003223
Blower Husquvama	1569
Blower Husquvama	20001849
Blower Husquvama	30002728
Blower Husquvama	50000441
Blower Husquvama	70924381
Blower Low Noise - Echo PB460LN	P08211002855
Blower Low Noise - Echo PB460LN	P08211003319
Blower Low Noise - Echo PB460LN	P08211003392
Blower Low Noise - Echo PB460LN	P0821100344
Blower Low Noise - Echo PB460LN	P08211003529
Blower Low Noise - Echo PB460LN	P08211003538
Blower Low Noise - Echo PB460LN	P08211003541
Blower Low Noise - Echo PB460LN	P08211003715
Blower Low Noise - Echo PB460LN	P08211006691
Blower Low Noise - Echo PB460LN	P08211006767
Blower Red Max Model EB2500	216836
Blower Red Max Model EB2500	71003044
Blower Red Max Model EB2500	E1325000
Blower Redmax	80206383
Blower Redmax Model EBZ5000	50403101
Blower Redmax Model EBZ5000	56300609
Blower Solo backpack	
Blower Stihl	271665391
Blower Stihl	No serial#
Blower, Frame, Thrott	4001266



Description	Serial #
Blower, Frame, Throttl	620001275
Blower, Frame, Throttl	620001276
Blower, Frame, Throttl	620001279
Blower, Frame, Throttl	4000726
Blower, Frame, Throttl	4000728
Blower, Frame, Throttl	4000736
Blower, Frame, Throttl	40000739
Blower, Frame, Throttlb	4001279
Blower/Hip Throttle - Echo PB413HC	P08011020164
Blower/Hip Throttle - Echo PB413HC	P08011020184
Blower/Hip Throttle - Echo PB413HC	P08011020191
Blower/Hip Throttle - Echo PB413HC	P08011020193
Blower/Hip Throttle - Echo PB413HC	P08011020197
Blower-low noise	1002836
Blower-Redimax	EBZ9100-CA
Blower-Shindawa	90717
Bluebird 22" Flail Power rake	072330206
Bottle jack 10 tons	
Bulldog 500 Gallon Water trailer	
Cart Cushman	99000804
Chain Saw - Homelite	ATL1942287
Chain Saw - Husqvarna	SM080300474
Chain saw - STHL (Big)	30030006821
Chain saw (small) - Echo	2037266
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07811002340
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07711009382
Chain Saw 14"	285232710
Chain Saw 14"	285232715

Description	Serial #
Chain Saw 14"	C07611009915
Chain Saw 16" - Echo	C07611003642
Chain Saw 16" - Echo	C07611007001
Chain Saw Echo	341
Chain Saw Echo	2027080
Chain Saw Echo	2054689
Chain Saw Echo - 16"	C14709004338
Chain Saw Echo - 16"	CS378-16
Chain Saw Echo Model CS341	2027183
Chain Saw Husqvarna 36cc	74439484
Chain Saw Stihl	269159862
Chainsaw - Echo	C08011005435
Chainsaw - Echo small	2029100
Chainsaw - Stihl	3005000409
Chainsaw - Stihl	11226610503
Chainsaw - Stihl	30050007409
Chainsaw - Stihl	ms250
Chainsaw 14" Echo-C-S 341	C07611003730
chainsaw 18"	279612776
Chainsaw 18" 3/8 62DL	C08111239931
chainsaw 18" - STI MS250-18	278327202
chainsaw 18" MS250-18	279612761
Chainsaw 20" Echo-C-S 520	5019852
Chainsaw 20" Echo-C-S 520	5033518
Completing Kit - Exmark LHPUV	109-1014
Completion Kit - Exmark 109-1169	
Cushman w/hi/low hydraulics & PTO kit	
Detthatcher - 22" Flail 5.5hp Hon	81762524



Description	Serial #
Dethatcher - 22" Flail 5.5hp Hon	85075089
Dethatcher PTO Vrismo (purchased from Eberhard)	
Dethatcher walk behind - BlueBird	54262662
Dethatcher walk behind - BlueBird	72330206
Drive kit 60" - Exmark 109-1167	109-1167
Drive kit 60" - Exmark 109-1167	
Edge Trimmer - Model 300-1C	B795989
Edge Trimmer - Model 308-H	B66969
Edge trimmer long	S69311004793
Edger - Echo	ACN006662862
Edger - Power trim	5685110011570
Edger - Power trim	B84597
Edger - Power trim	S68511001565
Edger - Power trim	568511001644
Edger 3.5 hp	C11444
Edger 3.5 hp - POW200-4	C07182
Edger 3.5 hp - POW200-4	C07223
Edger 3.5 hp - POW200-4	C07414
Edger 3.5hp	C06522
Edger 3.5hp	C11443
Edger 3.5HP - POW 200-4	C05761 / 0802213YA85180
Edger 3.5HP - POW 200-4	C05802 / 080213YA85196
Edger 3.5HP - POW 200-4	C06093
Edger C05761	0802213YA25180
Edger C05802	080213YA85196
Edger Echo	568511001524
Edger Echo pe200	68211001143
Edger Pole - Echo	568511001483

Description	Serial #
Edger Power Trim	B57935
Edger Power Trim	B78716
Edger Power Trim	B78717
Edger Power Trim	B83926
Edger Power Trim	B87644
Edger Power Trim	B87852
Edger Power Trim	BA7906
Edger Power Trim 208	66777
Edger Power Trim 308	72710
Edger Power Trim 308	9001229
Edger Power Trim - PE265C	S68511001508
Edger Power Trim 308	6caat119102
Edger Power Trim Model 208-H	B79589
Edger Stick	9111088
Edger Stick	9111115
Edger Stick	9111978
Edger Stick	1001340
Edger Stick	6002219
Edger Stick - Echo	9092498
Edger Stick - Echo	60001916
Edger Stick - Echo	E29111002326
Edger Stick STIHL-FC-100	267090447
Edger Stick STIHL-FC-100	269791095
Edger Stick STIHL-FC-100	367090578
Edger Stick Echo-LE242	9111087
Edger Stick Echo-PE-261	6002515
Edger Trimmer - Model 308-H	B43973
Gator turf - John Deere	19342



Description	Serial #
Gator turf - John Deere	19356
Gator turf - John Deere	W004X2X090777
Gator-John Deere	W04X2XD014093
Gator-John Deere	W04X2XD0142236
Gator-John Deere	W04X2XD014241
Gator-John Deere	W0TURFD002862
Gator-John Deere	W0TURFD003334
Gator-John Deere	W0TURFD0035691
Gator-John Deere	W0TURF019344
Gator-John Deere	W0TURFD003335
Gator-John Deere (Used)	W0TURD002841
Grinder Belly	
Grinder Dewal 41/2"	
Hedge Shear Echo	564811010220
Hedge Shear Echo	6006058
Hedge Shear Echo	6006770
Hedge Shear Echo	6006798
Hedge Shear Echo	6008575
Hedge Shear Echo	6008816
Hedge Shear Echo	6009894
Hedge Shear Echo	6009981
Hedge Shear Echo	6010099
Hedge Shear Echo	569311005741
Hedge Shear Echo Extension	6004692
Hedge Shear Echo Extension	6008217
Hedge Shear Echo Extension	6014049
Hedge Shear Echo Extension	69311003529
Hedge Shear Echo Extension	569311004400

Description	Serial #
Hedge Shear Echo Extension	569311001274
Hedge Shear TMC	533404
Hedge Shear TMC	552890
Hedge Shear TMC	553495
Hedge Shears - ECHO HC233	6004549
Hedge trimmer	588853
Hedge trimmer	588854
Hedge trimmer	588867
Hedge trimmer	588901
Hedge Trimmer	1004793
Hedge Trimmer	1005229
Hedge Trimmer	1005236
Hedge Trimmer	1005485
Hedge trimmer	1005488
Hedge trimmer	1005490
Hedge Trimmer	11003249
Hedge Trimmer	564811011231
Hedge trimmer	569311008840
Hedge Trimmer	11001362
Hedge trimmer	588853
Hedge trimmer	5009808
Hedge Trimmer - 22.6cc	590924
Hedge Trimmer - Echo	5001832
Hedge Trimmer - Echo	6004017
Hedge Trimmer - Echo	564811012945
Hedge Trimmer - Echo	569311008777
Hedge Trimmer - Echo	6006213
Hedge Trimmer - Echo	18080090





Description	Serial #
Hedge Trimmer - Echo	002923
Hedge Trimmer - Echo	5001087
Hedge Trimmer - Echo	564811010440
Hedge Trimmer - Echo	5648110509
Hedge Trimmer - Echo (black)	6002168
Hedge Trimmer - Echo (orange)	6001352
Hedge Trimmer - Echo (white)	6008220
Hedge Trimmer - Echo (yellow)	6006220
Hedge Trimmer - Echo Articulated Shaft	T43011001293
Hedge Trimmer - Echo Articulated Shaft	T43011001304
Hedge Trimmer - Echo Articulated Shaft	T43011001345
Hedge Trimmer - Echo Articulated Shaft	T43011001351
Hedge Trimmer - Echo Articulated Shaft	T43011001358
Hedge Trimmer - Echo Articulated Shaft	T43011001379
Hedge Trimmer - Echo stick	6006785
Hedge Trimmer - Extension	5009936
Hedge Trimmer - Extension	569311005497
Hedge trimmer - HC235	564811010752
Hedge trimmer - HC235	564811010803
Hedge trimmer - HCA265	564811010603
Hedge trimmer - HCA265	564811010791
Hedge trimmer - HCA265	564811013249
Hedge trimmer - HCA265	569311005493
Hedge trimmer - HCA265	569311005498
Hedge trimmer - HCA265	569311008876
Hedge trimmer - HCA265	569311009043
Hedge Trimmer - Large	274102356
Hedge Trimmer - Long Stihl	272879981

Description	Serial #
Hedge Trimmer - Long Stihl	274102350
Hedge Trimmer - Redmax	41206912
Hedge Trimmer - Redmax	41207528
Hedge Trimmer - Shindawa	5280
Hedge Trimmer (black & white)	06008-7
Hedge Trimmer 22.6cc - PHT355OZ	595293
Hedge Trimmer 22.6cc - PHT355OZ	595314
Hedge Trimmer 30"	T08511002735
Hedge Trimmer 30" FWRAP	584337
Hedge Trimmer 30" FWRAP	584340
Hedge Trimmer Echo	T43011001952
Hedge Trimmer Echo	6003820
Hedge Trimmer Echo	6006771
Hedge Trimmer Echo	6008602
Hedge Trimmer Echo 30"	564811011602
Hedge Trimmer Echo 30"	T08511001886
Hedge Trimmer Echo 30"	T08511001894
Hedge Trimmer Echo 30"	T08511003279
Hedge trimmer Echo Model HCA 261	6008321
Hedge Trimmer Extension - Echo	569111001057
Hedge Trimmer Extension - Echo	E291110022075
Hedge Trimmer Extension - Echo	E29111002258
Hedge Trimmer Extension - Echo	E29111002284
Hedge Trimmer Extension - Echo	5691110011019
Hedge Trimmer Extension - Echo	585411001015
Hedge trimmer Redmax Model HT2-2400	41207698
Hedge Trimmer Stick - Kawasaki	39970
Hedge Trimmer1 Echo 25.4CC Articulated Sh	80301400



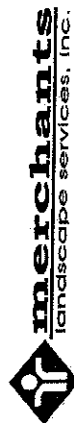
Description	Serial #
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC.	3693110024
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC.	569211003769
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC.	569311005041
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC.	569311005757
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC.	699311006612
Honda 4.1HP	C11597
Honda 4.1HP	C11599
Honda Engine HRC216K2HXA	1048355
Interseeder walk behind Ryan	92517128
John Deere 1200A Bunker and Field Rake	T01200A165419
Kaw W/Tarhead	286340
Kawasaki fe120 Pump 4.0	
Keyboard Terminal - Motorola	added 11/16/09
Laser - Shindaiwa	697975
Laser 48" - Exmark	473852
Laser 52" - Exmark	480140
Laser 52" - Exmark	no serial #
Laser 50" 23HP Kaw - Exmark LHP23KA505	726393
Laser 56" Exmark - Model# LHP23KA565	617327
Laser 60" - Exmark 30HP w/dump system	641456/624012
Laser 60" 29HP Kaw - Exmark LXS29LK-A605	745059
Laser 72"	654124
Laser 72"	634022
Laser 72" Exmark Ultravac	UV6672
Laser 942230 ZT226 26hp kohler EFI 61" deck	94223000222
Lazer Exmark 52" - 27hp	872875
Lazer Exmark 52" - 27hp	LZZ27KC526
Lazer Exmark 52" Rider	290108

Description	Serial #
Laser 52" - Scag	FH680VB98531
Laser 56" - Exmark	657938
Laser 56" - Exmark	676013
Laser 72" - Exmark	69797
Laser 72" - Exmark	613906
Laser 72" - Exmark	N358061
Laser 72" mower	411300951
Laser XS 72" - Exmark	677887
Laser XS 72" - Exmark	697977
Lazer 23hp 56" LHP Kaw	699690
Lazer 29HP KAW 60" - Exmark LXS29LKA60	745070
Lazer 36" Exmark - Model# M15KA362	651011
Lazer Exmark 72" - 29hp	852748
Lazer Exmark 72" - 34hp	LZZ34KA726
Lazer Mower Bagging System	981286
Lazer mower ultravac	925180
Lazer-Z 29HP 72" - Exmark LXS29LKA725	728159
Lazer-Z 72" 34 hp Kawasaki	883156
Lazer-Z 72" 29 hp	613921
Lazer-Z 72" 29 hp	728129
Lazer-Z 72" Exmark	954373
Lazer-Z 72" Exmark	954374
Lazer-Z 72" Exmark	954375
Lazer-Z 72" Exmark	954386
Lazer 72" exmark lazer-z w/29HP	954371
Lazer 72" exmark lazer-z w/29HP	954372
Lazer 72" exmark lazer-z w/29HP	954380
Lazer 72" exmark lazer-z w/29HP	954381



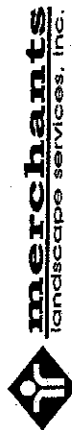
Description	Serial #
72" exmark lazer-z w/29HP	954382
72" much kit	
Lazor 52"	222842
Levy Broadcaster new	4800669
Lily spreader	23202000/9360692
Lily spreader tow behind	
Metro 36" W/Pist Grip	708499
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799797
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799798
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799799
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799800
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101093
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101370
Mower - Exmark "Lazer HP 50"	292002
Mower - Exmark "Lazer HP 50"	604495
Mower - Exmark "metro 21"	445996
Mower - Exmark "Navigator	35204014
Mower - Exmark 21" with new engine	446008
Mower - Exmark 36"	392595
Mower - Exmark 36" Model M15KA362	655254
Mower - Honda	569039
Mower - Honda "Flail, reel	GC02-7030978
Mower - John Deere 3235C	'C3235C020879-Tag49M0029
Mower - Mako-Honda 21"	102157
Mower - Mako-Honda 21"	1014168
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615KA	485990
Mower (Walk behind) Ex-Mark Model M3615KA	485955

Description	Serial #
Mower 12" Comm.S/P Hyd	MAKA1083206
Mower (Walk behind) Ex-Mark Model TT361	497003
Mower 21"	647115
Mower 21" - Exmark	FJ180VF04437
Mower 21" - Ex-mark	267622291
Mower 21" - Honda	1052109
Mower 21" - Honda	M2AN620580
Mower 21" - John Deere	6xjs25c170834
Mower 21" - Metro	559923
Mower 21" - Toro	#260003887
Mower 21" Exmark 6PH kaw	745677
Mower 21" Honda	MZAN - 6203925
Mower 21" Kawasaki	6206583/FJ180VF76265
Mower 21" Metro SP-Exmark	662972
Mower 21" Push - Exmark-N6KA21B	647095
Mower 21" Push - Exmark-NFKA21	662969
Mower 26" - Metro	738046
Mower 36" - Exmark	485956
Mower 36" - Exmark	646087
Mower 36" Exmark	376648
Mower 36" Walk behinds - Exmark	229293
Mower 36" Walk behinds - Exmark	266229
Mower 36" Walk behinds - Exmark	297908
Mower 36" Walk behinds - Exmark	370429
Mower 36" Walk behinds - Exmark	561791
Mower 48" Rider - Exmark Model LHP4823	269543
Mower 50" ride on - Exmark	FH680vb71282
Mower 56" ride on - Exmark	617329



Description	Serial #
Mower 60" ride on - Exmark	570013
Mower 60" Vericut PTO	VT08179-60
Mower 72" - Exmark Lazer mower"	53-191067
Mower 72" - Exmark Lazer mower"	N45794B
Mower Back behind 36" Metro 17HP KAW-M17KA362CA	824994
Mower Bobcat 218 52" Rider	94221101368
Mower BobCat 60" mulching	94223000215
Mower Bobcat Rider 52"	94001101366
Mower Bobcat Rider 60"	94000400146
Mower Bobcat Rider 60"	94222400144
Mower Ex-Mark - Rider Model LHP4820KC	567432
Mower Exmark 36" Walk behind	245407
Mower Exmark 36" Walk behind	262382
Mower Exmark 36" Walk behind	411449
Mower Exmark 36" Walk behind	658966
Mower Exmark 52" Lazer Rider	632938
Mower Exmark 52" Lazer Rider	676012
Mower Honda 21" HRC 216	1020425
Mower Honda 21" HRC 216	1026378
Mower Honda 21" HRC 216	1029172
Mower Honda 21" HRC 216	1052132
Mower Honda 21" HRC 216	1052469
Mower Honda 21" HRC 216	1053974
Mower Honda 21" HRC 216	1093834
Mower Honda 21" HRC 216	6139675
Mower Honda 21" HRC 216	6165055
Mower Honda 21" HRC 216	6175763
Mower Honda 21" HRC 216	6193150

Description	Serial #
Mower Honda 21" HRC 216	6193869
Mower Honda 21" HRC 216	6198154
Mower Honda 21" HRC 216	10083780
Mower Honda 21" HRC 216	HRC2163HXA
mower -Jacobson LF-4677-7 gang reel - Kubot	Model-ser67916-00001702
mower -Jacobson Tri King 1900D 84" triplex -	D6623C0280
mower Jacobson 5-gang reel - LF3400	67868-1831
mower Jacobson 5-gang reel - LF3800	67867-2098
Mower Jacobson Tri-king - #00003801	67043
Mower John Deere 220 walk behind	Tag#4950094 / M0220B2010302
Mower John Deere 2653A	C2653D140077 / Tag#49M00033
Mower John Deere 3235C	Tag#49M0389 / TC3235CC030423
Mower Kawasaki 21" 6.5hp	443300
Mower Kawasaki 21" 6.5hp	443301
Mower Kawasaki 21" 6.5hp	523206
Mower Kawasaki 21" 6.5hp	670627
Mower Model MMDEL TT3615	266144
Mower Ride Along 48" LHP 483 KA	514648
Mower Ride Along 52" LHP 483 KA	516897
mower transferred from Santa Ana 21" - Hon	MAKA1020157
mower walk behind 21" snapper - 7800372	2012866971
Mower Walk behind 21"-Model HRC216KSX	MZAU-6162377
Mower Walk Behind 36" Model MMDEL TT3	497062
mower walk behind reel-Tru cut reel mower	825330
Mower Walk behind-Model HRC216KSXA	MZAU-6141423
Mower Walk behind-Model HRC216KSXA	MZAU-6190475
Mower-2010 Real Master 5510	310000101
Oversceder - Model #OS1848 A19985	461801



Description	Serial #
Pole pounder	
Power Wash DE-walt	67DX39G11
Power Washer - Steam X	1280002750
Pressure Washer - Husky	6548190
Pressure Washer Dual 2007	1100049564
Pressure Washer MI-T-M Model SP2703-OMHB	10220432
Pump - Home lite	10540726
Rake Used John Deere 1200H Hydro 3wd w/ plow	
RakeUsed Smithco Super Star Hydro	
Reciprocator Red Max Model 6Z25N	6006294
Remote controllers rain master \$1,100.00/ each	
Rotor Tiller	FRC800
Rotor tiller - Honda 5 HP	1009422
Rototiller	T15266
Rototiller Barreto - 13H8	GCAKI-1026721
SCAG "Tiger Cub"	7690232
Shred Vac - Echo	6003971
Sod cutter 18' / Blue Bird - Honda	83669572
Sod cutter ryan	54494506735
Soil reliever	
Spray Can	476-1704
Spray Can	476-2003
Spray Can	476-2104
Sprayer - Hicks Model GX120	None
Sprayer - Lesco Commercial plus	1661201
Sprayer - Lesco Model 1520-17-18-RT	7045940C085220006
Sprayer - Solar Model 3-5	None
Sprayer Hicks farms supply (5330c-x)	00200-10004

Description	Serial #
Sprayer Lesco kawasaky	1607962
Sprayer Schaben	45690z
Sprayer Solo back pack	
Sprayer Toro Boom	90454
Spreader #80 SS Commercial	45256
Spreader & Sprayer Lesco "Ride on	1008900
Spreader commercial	091186A250X100293
Spreader commercial	091186E050X100097
Spreader commercial	091186E050X100140
Spreader commercial	091186H208X100358
Spreader Larger fert. (red)	
Spreader Manual Walk Behind - Lesco	
Spreader Manual Walk Behind - Priselawn CRB	
Spreader Manual Walk Behind - SPYKER 288-SUR	
Spreader Small fert. (red)	
Stump Grinder	1J9MA1218A1167152
sump pump	
Thatch attacher "old yellow deth	94100507
Tool to make hydraulic hoses	
Top dresser turf tiger	A20702
Top Dresser Turfco Walkbehind	85417 / 692121
Toro vacuum	07073-0008
Tractor - John Deere	4/ Front loader W00520X014043
Tractor - John Deere 5210	LV52105123603
Tractor - John Deere A20816	LV52105123602
Tractor kubota - A0782	LB702
Tractor Kubota - L3131DT	50783
Trailer - John Deere	TC022BX010203



Description	Serial #
Trencher - Lesco	IVRX05IE351001456
Trim Diesel Triplx 3WD	TC25530110625
Trimmer - Lesco	569311001162
Trimmer 25.4cc String - SRM2655C	565911003952
Trimmer 25.4cc String - SRM2655C	565911003968
Trimmer 25.4cc String-SRM2655C	565911003949
Trimmer 25.4cc String-SRM2655C	565911003965
Trimmer 25.4cc String-SRM2655C	565911006174
Trimmer 25.4cc String-SRM2655C	565911006230
Trimmer 25.4cc String-SRM2655C	565911006275
Trimmer 25.4cc String-SRM2805C	566611006304
Trimmer 25.4cc String-SRM2805C	566611006398
Trimmer 26cc CA APRV	1001718
Trimmer 26cc CA APRV	11001736
Trimmer 27cc hd S. TFC	446060
Trimmer 34.4cc String-KPW3600VL	36100685
Trimmer 34.4cc String-KPW3600VL	36100686
Trimmer Articulating	9122580
Trimmer Articulating	9122819
Trimmer commercial string	T42211001112
Trimmer commercial string	T42211001144
Trimmer commercial string	T42211001169
Trimmer Commercial string -SRM-2666c	T42211001006
Trimmer Commercial string -SRM-2666c	T42211001012
Trimmer Commercial string -SRM-2666c	T42211001024
Trimmer Commercial string -SRM-2666c	T42211001034
Trimmer Commercial string -SRM-2666c	T42211001047
Trimmer Commercial string -SRM-2666c	T42211001054

Description	Serial #
Trimmer Echo	2001481
Trimmer Echo	6002118
Trimmer Echo	6013084
Trimmer Echo	6015047
Trimmer Echo	6015191
Trimmer Echo	6015267
Trimmer Echo	6016424
Trimmer Echo	6022453
Trimmer Echo	6047779
Trimmer Echo	56631279
Trimmer Echo	64811005685
Trimmer Echo	565911004181
Trimmer Echo String - SRM2805C	566611005150
Trimmer Hedge - Echo HC235	564811010395
Trimmer Hedge - Echo HC235	564811010408
Trimmer Hedge - Echo HC235	564811010377
Trimmer Hedge - Echo HC235	564811010650
Trimmer Hedge - Echo HCA265	569311001258
Trimmer Hedge - Echo HCA265	569311003610
Trimmer Hedge - Echo HCA265	569311004779
Trimmer Hedge - Echo HCA265	569311004935
Trimmer Hedge - Echo HCA265	569311004942
Trimmer Hedge - Echo HCA265	569311005058
Trimmer Hedge - Echo HCA265	569311005091
Trimmer Hedge - Echo HCA265	569311005115
Trimmer Hedge - Echo HCA265	569311005122
Trimmer Hedge - Echo HCA265	569311005177
Trimmer Hedge - Echo HCA265	569311005232



Description	Serial #
Trimmer Hedge - Echo HCA265	S69311005254
Trimmer Hedge - Echo HCA265	S69311005282
Trimmer Hedge - Echo HCA265	S69311005492
Trimmer Hedge - Echo HCA265	S69311008883
Trimmer Hedge - Echo HCA265	S69311008903
Trimmer Hedge - Echo HCA265C	S69311004990
Trimmer Hedge - Echo HCA265C	S69311005233
Trimmer Line - Model 62087 Shundaiwa	6103803
Trimmer Line - Echo Model SRM 216T	06066537
Trimmer Line - Model 62117 Shundaiwa	8024481
Trimmer Line - Model 62119 Shundaiwa	7110427
Trimmer Line - Model T261 Shundaiwa	6093807
Trimmer Line - Model T261 Shundaiwa	7110428
Trimmer Line 1 Echo 25 Acc	C0801003674
Trimmer Line 1 Echo 25.4cc Model SRM2651	P02011001595
Trimmer Line 1 Echo 25.4cc Model SRM2651	866011005118
Trimmer Pole - Echo	5008537
Trimmer Pole - Echo	56911001130
Trimmer Pole - Echo	564811005347
Trimmer Pole - Echo	56911001127
Trimmer Shindawa	4011573
Trimmer Shindawa	5030469
Trimmer Shindawa	6045452
Trimmer Shindawa	6052647
Trimmer Shindawa	6052648
Trimmer Shindawa	6114245
Trimmer Shindawa	6114257
Trimmer Shindawa	7110475

Description	Serial #
Trimmer String	9100603
Trimmer String	9116170
Trimmer String	9116173
Trimmer String 25.1cc - Echo SRM265SC	S65911003451
Trimmer String 25.1cc - Echo SRM265SC	S65911003458
Trimmer String 25.1cc - Echo SRM265SC	S65911003513
Trimmer String 25.1cc - Echo SRM265SC	S65911003518
Trimmer String 25.1cc - Echo SRM265SC	S65911006270
Trimmer String 25.1cc - Echo SRM265SC	S65911006297
Trimmer String 25.1cc - Echo SRM265SC (bro)	S65911003461
Trimmer String 25.4 cc - Echo SRM265SC	S65911003158
Trimmer String 25.4 cc - Echo SRM265SC	S65911003784
Trimmer String 33.3 - KPW3420ZL	80528 / 320565
Trimmer Shindawa	7110712
Trimmer Shindawa	8031139
Trimmer Shindawa	8031287
Trimmer Shindawa	8031288
Trimmer Shindawa	9022989
Trimmer Shindawa	9022990
Trimmer Shindawa	7110711
Trimmer Solid Shaft	1001395
Trimmer Solid Shaft	1001411
Trimmer Solid Shaft - Echo	no serial #
Trimmer String 33.3 - KPW3420ZL	80541 / 320564
Trimmer String Echo-SRM261S	6015183
Trimmer String Echo-SRM261S	6015214
Trimmer String Echo-SRM261S	6016156
Trimmer String Echo-SRM261S	6016637



Description	Serial #
Trimmer String Echo-SRM2615	6016786
Trimmer String Echo-T282X/C	9022981
Trimmer String Echo-T282X/C	9022982
Trimmer Tension - Echo	6006392
Trimmer Tension - Echo	6006808
Turf Gator - Gas Ult Cart	1916
Turf Gator - Gas Ult Cart	W00TURF018472
Ultravac 60" - Exmark UV60	737517
Ultravac 60" - Exmark UV60	774221
Ultravac 66"/72" - Exmark UV6672	659068
Vacuum - Model BG845P	091698061
Vacuum Billy Goat	1290841
Vacuum Billy Goat	62606261
Verticore - John Deere 1500	
Verticore #1700 (sold to Eberhard for STM 1500)	a1395
Verticore Jacobsen Walk behind	825592361
Verticutter -Graden Swing Wing	
VIBE Plate, Honda GX160 with water tank	U-5380
Vacuuum Honda	80805436
Water Pump - Honda	1100403
Water Pump - Honda	1102531
Water Tank Small	
Weed eater	25 / New #496060 (repaired)
Weed eater - Echo	1001534
Weed eater - Echo	6009591
Weed Eater - Echo	6016614
Weed eater - Echo	6016775
Weed eater - Echo	269413797

Description	Serial #
Weed Eater - Echo SRM 2615	6009976
Weed Eater - Shindaiwa	T268
Weed eater - Skindowa	5058847
Weed eater (black & white)	6028448
Weed eater 33.3cc Kaw w/ taphead	286578
Weed eater 33.3cc Kaw w/ taphead	286579
Weed eater 33.3cc Kaw w/ taphead	286581
Weed Wacker - Echo	566311001657
Weed Wacker - Echo	566711005600
Weed Wacker - Echo	566911005573
Weed Wacker - Echo	5667111001405
Weed Wacker - Echo	no serial #
Weedeater - Echo	6008312
Weedeater - Echo (blue & gray)	No number
Weedeater - Echo (blue)	6009454
Weedeater - Echo (Blue)	6028575
Weedeater - Echo (Orange)	6008348
Weedeater - Shindowa (Red)	5058848
Weedeater - Shindowa (Red)	5058850
Weed eater - Echo	269413804
Weed Eater - Echo	E29111001978
Weed Eater - Echo	E29111002085
Weed Eater - Echo	E29111002091
Weed Eater - Echo	E29111002271
Weed Eater - Echo	E29211020671
Weed Eater - Echo	O6014135
Weed eater - Echo	3515 (old)/S6931100509 (new #)
Weed eater - Echo	566311001287





Description	Serial #
Weed Eater - Echo	S66311001668
Weed eater - Echo	S66311001718
Weed Eater - Echo	S66611003118
Weed Eater - Echo	S66711005455
Weed Eater - Echo	S66711005762
Weed Eater - Echo	S66711005782
Weed eater - Echo	6015382
Weed eater - Echo (black)	6011323
Weed eater - Echo (green)	6014956
Weed eater - Echo (yellow)	6009427
Weed Eater - Echo SRM 2615	6006275
Weed Eater - Echo SRM 2615	6009440
Weed Eater - Echo SRM 2615	6009446
Weight Kit - Exmark 103-5633	103-5633
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	
Weight Kit Front - Exmark	103-5629
Wheel 3.5 B&S 8"	2039
Wheel 3.5 B&S 8"	2035
Wheel Barrel - Jackson (blue)	
Wheel Barrow - True Temper	
Wire locator - 521P	
Wire Locator 521	



**Vehicle List**

Veh #	Licence #	Year	Make/Model	Vin #
100	5NUL837	2005	Expedition	1FMFU17585LB07417
102	6U04567	2001	Inter Tree Trim	1HTSCAAM41H382577
103	7D22716	2003	Chevy Silverado	2GCEC19V931328785
104	8L29915	2007	Silverado 3500 Chassis	1GBJC39U67E173932
105	7L74667	2004	Ford F-150	1FTRX12W44NB43407
106	6X99608	2002	Ford F-150	1FTRX17MX2NB52818
107	7D22717	2003	Chevrolet pickup	2GCE19V131327033
108	6B40408	1999	Ford/Van	1FTRE1427XHB57966
109	7S38912	1997	Ford F-150	1FTUX1728VKB36723
110	5R29572	1997	Ford F-150 KC pickup	1FTDX1763WNA12281
111	6C03023	1999	Ford F-150 KC pickup	1FTZX172XXKB83518
112	6E91433	1995	Izusu NPR	JALC4B1K5S7000324
113	6G58011	2000	Ford F-150 pickup	1FTZX1721YKB19949
115	6V31775	2002	Ford F-150 pickup	1FTRX17W42NA69265
116	7B16229	2003	Chevy S-10	1GCCS14XX38115778
117	7W83338	2005	Ford F-350	1FDWF36515EC89280
118	7X56108	2005	Ford F-350	1FDSF345X5EB18027
119	8D61369	1995	Chevy 1 ton truck	1GBJC34K2SE160450
120	8C42496	1995	Chevy 3/4ton	1GCGC29K0SE250057
122	6JIE640	2009	Lincoln Navigator	5LMFU27509EJ01141
123	7G10650	2003	Chevy Silverado 1500	2GCEC19VX41124479
124	8C42721	2000	Dodge T4C	3B7KC23Z7YG111013
125	8R87479	2005	Ford Ranger pickup	1FTYR14U15PA62484
126	7V29675	2005	Ford F-350 Stake Bed	1FDSF34515EB18028
127	6K37227	2001	Ford F-150 XLT	1FTRX17L81NA10272
128	7E27786	2003	Chevy Silverado Extra C	2GCEC19V231325856
129	6G42812	2000	Ford F-150	1FTZX1728YKB15395
130	6J05871	2000	Ford F-150	1FTZF1725YNC19831
132	6B33559	1999	Ford Ranger pickup	1FTYR14V6XPB36672
133	7B13735	2003	Chevy Silverado	1GCEC14V93E148518
134	7B13736	2003	Chevy Silverado	1GCEC14V43Z131019
135	8z49512	2005	Ford F-150	1FTR12215NB52812
136	8G97528	2005	Ford F-350 Stake Bed	1FDWF36565EA09093
137	7D80048	2003	Ford Comm Cutaway Van	1GBJG31U531141331
139	6Z65654	2003	Ford Ranger pickup	1FTYR10U63PA06057
140	7V57320	2005	F-150	1FTPW12535KD33445
141	8C77592	2006	F-150	1FTRF12W56NB07294
142	7G10649	2003	Chevy Silverado 1500	2GCEC19V841120298
Veh #	Licence #	Year	Make/Model	Vin #
143	8V44900	2003	Chevy Pick Up	5421

145	7B16230	2003	Chevy S-10	1GCCS14XX38161840
146	7P94549	2004	Ford Ranger pickup	1FTYR10U84PB61601
147	7W64915	1997	Chevy 1 ton truck	1GBJC34RIVF004699
148	8Z49580	2000	Ford Ranger pickup	1FTYR14V2YPB19854
149	5X27055	1999	Ford pk	1FTYR10C3XUA03339
150	6N20581	2001	Ford F-150 pickup	1FTZX17261KF41897
151	7H04122	2001	Ford F-150 pickup	1FTRX17W11NA31006
152	6G42813	2000	Ford F-150 pickup	1FTZX1728YKB15428
153	7W34816	2005	Ford F-350	1FDWF36Y55EB82596
155	5F12144	1996	Dodge Dakota	1B7H26X5T520074
157	7M68778	2004	Ford F150	2FTRX17WX4CA30253
158	7V83928	2005	Ford F-350	1FDWF36Y15EB99475
163	7J46556	1999	GMC Topkick/Chipper	1GDJ7H1D7XJ851924
164	8G97527	2000	Ford F-150 KC pickup	1FTRX17W3YKA35988
166	6R34719	2001	Ford F-150 pickup	1FTRF17W01NB56193
167	8H06127	2008	Ford F250	1FTSX20578EA62845
169	8H06123	2007	Ford F-150	1FTRX12W07KC62609
170	8H06124	2008	Ford F250	1FTSX20548EA37420
171	8M00027	2007	Chevy Silverado Dump	1GBJC39K97E580433
172	8K76942	2006	GMC Sierra - Dump truck	1GDJC39U26E235445
173	8K89824	2008	Ford Ranger pickup	1FTYR14U28PA24167
174	8K89815	2008	Ford F-150 Supercrew	1FTRW12W88FA49226
175	8P13371	2007	GMC Sierra 3500 Chassis	1GDJC39K17E597007
176	8K48974	1999	Ford F800 (Water truck)	3FENF8010XMA08142
177	7E24179	2003	Chevy Silverado	2GCEC19V231324285
178	6J69144	2000	Ford F-150 XLT pu	1FTRX17L2YKA65487
179	8L60482	2002	Ford F-150	1FTRX17W52NB04671
180	61715A1	2000	Ford F-150 LB pu	1FTZF1723YKA86939
181	6L85322	2001	Dodge 1500 pickup	1B7HC16X21S218371
182	6P91997	2001	Dodge 1500 pickup	1B7HC16X91S261203
183	5Y02412	1999	Ford F-150 pickup	1FTZF1724XKA29146
184	6F30676	2000	Ford F-150 pickup	1FTZF1720YKB04037
185	8S59389	2001	Dodge 1500 pickup	1B7HC16XX1S42527
186	6B45138	1999	Ford Ranger pickup	1FTYR10V0XPB69401
187	5ZGF772	2008	Expedition	1FMFU19548LA02102
188	7B16231	2003	Chevy S-10	1GCCS14X538158568
189	8D20422	1999	Chevrolet 3500	1GBHC34R9XF032025
190	7W50752	2005	Ford F-350	1FDWF36565EB43540
191	7W34817	2005	Ford F-350	1FDWF36555EB15096
192	8W12873	2005	Ford F-350	1FDWF365X5EB65444
193	7W50751	2005	Ford F-350	1FDWF36545EB68968
194	7W43810	2002	Ford F-350	1FDSW34F12EA82877
195	7W56849	2005	Ford F-350	1FDWF36535EC89278
196	6M12313	2000	GMC 3500 1-ton pick up	1GDHC33J9YF421896
197	7M71324	2003	Chevy Silverado 1500	2GCEC19V831328843

198	7B15152	2003	Chevy Silverado	1GCEC14V83Z192941
199	6R39199	2001	Dodge 1500 pickup	1B7HC16X71S249955
200	8D50109	2006	Ford F-150	1FTVX12566NA53572
201	8D50108	2006	Ford F-150	1FTVX12536NA53688
202	8C80429	2006	Ford F-150 Super Cab	1FTVX12586NA64007
204	8R87523	2006	Ford Ranger	1FTYR10U76PA64070
205	8C80427	2006	Ford F-150 Reg Cab	1FTRF12W16NB33603
206	8P11010	2006	Chevy S3500 w/10' dump	1GBJC39U26E176714
207	8D76098	2006	Ford Ranger	1FTYR10U16PA83973
208	8E32375	2006	Ford Ranger	1FTYR10U16PA65828
209	8D11397	2006	Ford F-150 Super Cab	1FTVX12586NA67568
210	8D11398	2006	Ford F-150 Super Cab	1FTVX12566NA69738
211	8D11395	2006	Ford Ranger	1FTYR10U36PA64048
212	8D11399	2006	Ford F-150 XLT	1FTPW12596KD72039
213	8K89886	2008	Ford F-150 Supercrew	1FTRW12W28FA31238
214	8D11641	2006	Ford F-350 Chassis	1FDWW36P36EB42946
215	8D48234	2006	Chevy Silverado 3500	1GBHC34U96E197632
216	7S99151	2006	Ford F-150 XL	1FTVX125X6NB17726
217	8V44901	2006	Chevy Colorado Classis	1GBDS146968258211
218	8H06119	2007	Ford F-150	1FTRX12W77FA88496
219	8H06126	2008	Ford F-250	1FDSX20598EA56495
220	8H06122	2007	Ford F-150	1FTRX12WX7FA88458
221	8L38955	2007	Ford Ranger	1FTYR14D47PA95353
222	8L25904	2007	Ford Ranger XL2W	1FTYR14U77PA93029
223	8H06166	2007	Ford F-150	1FTPW12547FB59848
224	8F29332	2007	Chevy Pick up	1GCEC19X17Z166164
225	8M89937	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W88FB29932
226	7R13278	2005	Ford F150	1FTRF12205NB94436
227	8W97675	2010	Ford Ranger	1FTKR1AD5APA18041
228	8Y81888	2006	Ford F-350 Diesel	1FDWF36P36EB62520
229	8Z63681	2010	Ford Ranger	1FTKR1ED7APA38480
230	8P81301	2008	Ford F-150	1FTRX12W18FC11369
231	8P81302	2008	Ford F-150	1FTRX12W68FB60600
232	8P81304	2008	Ford F-350 Stakebed	1FDWF36548EE58132
233	8P81305	2008	Ford F-350 Stakebed	1FDWX36R48EB78209
235	8P81303	2008	Ford Ranger	1FTYR10U28PA93253
236	8P81298	2008	Ford Ranger	1FTYR10U78PA22033
237	8P81300	2008	Ford F-150	1FTRX12W58FB55243
238	8T87781	2008	Ford F350 Classis	1FDWF36558EA03046
239	8U48440	2008	Ford Ranger	1FTYR10D48PB15687
<b>Veh #</b>	<b>License</b>	<b>Year</b>	<b>Make/Model</b>	<b>Vin #</b>
240	8U22271	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W78FB60539
241	8T87778	2008	Ford Ranger	1FTYR10DX8PB17220
242	8U52679	2008	Ford F-150	1FTRX12W38FB76222
243	8W12872	2008	Ford F-250	1FDSX20548EA56478
244	8P74270	2009	Ford F150 Super crew	1FTRW12899KB95421

245	8P74271	2009	Ford Ranger	1FTYR10D99PA22178
246	8V66223	2009	Ford Ranger	1FTYR10D99PA32144
247	8V69658	2009	Ford Ranger	1FTYR10D19PA41260
248	8V84305	2009	Ford F350 Chassis	1FDWW36Y59EA42911
249	4X12407	1994	Chevrolet pickup	1GCEC14K4RE127543
250	8Z63682	2010	Ford F-150	1FTEX1CW0AFB55573
251	8Z63680	2010	Ford Ranger	1FTKRIE3DAPA38475
252	8Y89431	2010	Ford F-250	1FDSX2A58AEA28882
253	80272B1	2011	Ford Ranger	1FTKR1AD5BPA31521
254	6SEJ852	1991	Schwarze Sweeper-lsu	JALB4B1H7M7003051
255	New	2011	Ford F-150 XL	1FTEX1CMXBFB04176
<b>Gen car</b>	<b>lic #</b>	<b>Year</b>	<b>Make/Model</b>	<b>Vin #</b>
C500	7E24479	2002	Chrysler GEM	5ASAK27462F031512
C501		1975	Taylor Dunn	136012
C502		2003	Carry All 6 Club Car	262720
C503		2003	Yamaha	JU2-003902
C504	7E24484	2002	Chrysler	5ASAK27402F031103
C505			Taylor Dunn	Serial # 13610Mo.B2-48
C506			Taylor Dunn	No. not legible
C507			Chrysler GEM	5ASAK27462F031512
C508			John Deere	Serial # W001urf003575
C509			Chrysler GEM	5ASAK27482F021337
C510			EZ-GO	Serial # J0234-188068
<b>Trailers</b>	<b>lic #</b>	<b>Year</b>	<b>Make/Model</b>	<b>Vin #</b>
T400	SE499113	2001	chipper	1VRU111A711000827
T401	SE529849	2003	chipper	1VRU111A541004217
T402	4LP6087	2000	Big TE Utility	16VVX0813Y1A21081
T403	1KC6115		Big Tex Utility	16VAX0E1541A16263
T404	4JK5130	2004	Big Tex Utility	16VVX101941A21257
T405	1JK4535	2000	Big Tx Utility	16VVX0818Y1A23796
T406	4GY3629	1999	Big Tx Utility	16VVX0811X1A15309
T407	1JC3389	2000	Big TE Utility	4K8VX0817Y1A48404
T408	1JG6545	2000	Big TE Utility	16VVX1014Y1A23794
T409	4JK4679	2005	Big Tex Utility	16VNX162451E84182
T410	4JK4680	2006	Carso	4HXDC16206C109783
T411	4GU4932	2006	Big Tex Utility	16VUX162661E99747
T412	4HE8313	2006	Big Tex Utility 16'	16VNX162361E22273
T413	1KF2776	2001	Big Tx Utility	16VVX101311A36977
<b>trailers</b>	<b>lic #</b>	<b>Year</b>	<b>Make/Model</b>	<b>Vin #</b>
T414	4KM3760	2000	Aztec Utility	4ZBUE0121YF000111
T415	4JK5131	2004	Big Tex Utility 12'	16VVX101841A16731
T416	4HE8310	2006	Big Tex Utility 12'	16VAX121252A68007
T417	4LG8320	2011	Big Tex Utility	16VAX1210B2A74688
T419	4KM3761	2007	Big Tex Utility 12'	16VAX121X72A66380
T420	1JP2204	2000	Big Tex Utility	16VVX1019Y1A26416

T421	1JT2835	2000	Big Tex Utility	16VVX0813Y1A30220
T422	1KM7084	2001	Big Tex Utility	16VVX101X11A43327
T423	4JH6661	2207	Big Tex Utility	16VAX101171A66521
T424	1JZ5373	2000	Big Tex Utility	16VVX0816Y1A30986
T425	4DJ7406	2003	Big Tex Utility	16VVX101431A60756
T426	4ES1233	2003	Big Tex Utility	16VVX081331A78731
T427	4CH6366	2000	Big Tex Utility	16VVX1416YLA31048
T428	4EP1977	2003	Big Tex Utility	16VVX081221A55214
T429	4KE7385	2006	Carson/DT-102 7x1	4HXDT10256C109397
T430	4KR8518	2009	Utility DV mfts DV10ET-20split	1D9EU20289S591930
T431	1JG3423	2000	Big Tx Utility	16VVX0818Y1A23794
T433	1KF2738	2001	Big Tx Utility	16VVX121611A36968
T435	4FV8383	2003	Big Tx Utility	16VAX101241A14634
T436	4KF4420	2003	Big Tx Utility	4K8AX101531A12493
T437	4AK6903	2002	Big Tx Utility	16VUX162121E51941
T438	4KF4422	2004	Big Tx Utility	16VNX142741E45331
T440	4KM3781	2005	Big Tx Utility	16VNX162052E51416
T441	4HE9157	2006	Big Tex Utility 16'	16VNX162961E22276
T443	4HE2465	2006	Big Tex Utility	16VNX162851E84749
T445	4KL2459	2005	Big Tex Utility 12'	16VAX121552A70107
T446	4JC5734	2007	Big Tex Utility	16VVX121271A52349
T447	4JH6760	2007	Big Tx Utility	16VVX121X71A71988
T449	New	2007	Big Tx Utility	16VVX121371A59360
T450	1KC6115	2000	Big Tx Utility	16VVX0818Y1A30987
T451	1KC6116	2001	Big Tx Utility	16VVX101611A33510
T454	4GB7250	2005	Wells Trailer	1WF200B1957012760
T455	4KK1243	2008	Big Tex Trailer	16VAX121571A66518
T456	4KK1244	2008	Big Tex Trailer	16VAX121X81A06008
T457	4KK1245	2008	Big Tex Trailer	16VEX202X82H12649
T458	4KK1323	2008	Big Tex Trailer	16VAX101481A06010
T459	4KM3529	2008	Big Tex Utility	16VCX162582H98476
T460	4KK3427	2008	Big Tex Trailer	16VEX202882H2651
T461	4KK7351	2009	Big Tex Utility	16VCX182891E33827
T462	4JH6668	2007	Big Tx Utility	16VVX162471E59376
T463	4KK3984	2009	Big Tx Utility	16VVX081X91A29423
T464	4KR6684	2009	Utility DV mfts split ramp	1D9EU20209S591923
T465	088052U	2007	Honda Bull Dog/water Trailer	DHWT5008207
T466	4LB5419	2010	Big Tex Utility	16VAX1016A2A45004
T467	4LB9408	2010	Big Tx Utility	16VVX0811A2A57741
T468	4LF4391	2010	Big Tex Utility	1D9UU1011A5591060
T469	4LG9516	2011	Big Tex Utility	16VCX1623A2E65246
T470	New	2011	Big Tex Utility	1D9EU20258S591177
T471	4HE3486	2007	Carson trailer	4HXSU16247C116791
T472	4LN6735	2011	Big Tex Utility	16VAX1215B2A87677
	7D35838	2002	Golf Cart	5ASAK27412F020997

	558040	1997	Arrow board trailer	1W91S1Q14V1249094
		1987	Utility Trailer for Gator	TC022BX010203
	Irvine	1987	Utility Gator	19342
	Irvine	1987	Utility Gator	19344
	Irvine	1987	Utility Gator	19356
	8Z49345	2002	Chrysler GEM	5ASAK27499F030371

**I. SCHEDULE II**

BID SCHEDULE

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)

**A. SERVICE SCHEDULE Level 3 – Current Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 617,667 sq. ft. 875,371 sq. ft.	\$ .00452	\$3,956.67	\$ 47,480.04
	Turf: 588,060 sq. ft. 339,768 sq. ft.	\$ .021	\$7,135.13	\$ 85,621.56
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq. ft. 71,022 sq. ft.	\$ .0084	\$ 596.58	\$ 7,158.96

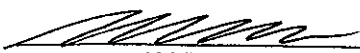
The Total Amount of the Service Proposal shall be based on current service levels (Service Schedule Level 3):

Figures: 140,260 and 56 /100's Dollars  
 Words: One hundred forty thousand two hundred fifty  
Sixty dollars and Six /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.



(AUTHORIZED SIGNATURE AND TITLE)

President

Feb. 17, 2012

(DATE)



**B. OPTIONAL SERVICE LEVELS\***• **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-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 647,667 sq. ft. 875,371 sq. ft.	\$ .006	\$ 5,252.23	\$ 63,026.76
	Turf: 588,060 sq. ft. 339,768 sq. ft.	\$ .0263	\$ 8,935.90	\$ 107,230.80
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq. ft. 71,022 sq. ft.	\$ .0105	\$ 745.73	\$ 8,948.77

• **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-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 647,667 sq. ft. 875,371 sq. ft.	\$ .0056	\$ 4,902.08	\$ 58,824.96
	Turf: 588,060 sq. ft. 339,768 sq. ft.	\$ .0245	\$ 8,324.32	\$ 99,891.84
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq. ft. 71,022 sq. ft.	\$ .0097	\$ 688.91	\$ 8,266.92

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)



(AUTHORIZED SIGNATURE AND TITLE)

President

February 17, 2012

(DATE)

\* Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in the Frequency of Service Table, Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 74. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE LANDSCAPE & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGE 85.**

**C. ADDITIONAL WORK PRICE LIST****THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**


Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

**UNIT PRICES (Includes all labor and materials)**

1. 1 gal. shrub/vine/ground cover in place	@	\$ <u>9.00</u>	ea
2. 5 gal. shrub/vine/ground cover in place	@	\$ <u>20.00</u>	ea
3. 5 gal. tree in place (stakes included)	@	\$ <u>40.00</u>	ea
4. 15 gal. tree in place (stakes included)	@	\$ <u>95.00</u>	ea
5. 24" box tree in place (stakes included)	@	\$ <u>295.00</u>	ea
6. 36" box tree in place (guy wires included)	@	\$ <u>795.00</u>	ea
7. Flat of ground cover in place	@	\$ <u>20.00</u>	ea
8. Fertilizer application	@	\$ <u>.004</u>	ea/sq. ft
9. Planter bed mulch in place	@	\$ <u>30.00</u>	/cu. yd
10. Additional labor	@	\$ <u>20.00</u>	/man hour
11. Additional Irrigation Technician	@	\$ <u>35.00</u>	/man hour

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)

 President

February 17, 2012

(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 15. %
- 2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.
  - A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~  

\$ \_\_\_\_\_ /sq. ft./mo.
  - B. Shall be: ~~Additional parkway areas, turf (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~  

\$ \_\_\_\_\_ /sq. ft./mo.

    - a. Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.  

or
    - b. Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.  

or
    - c. Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.
- 3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)

President



(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"):

One hundred forty thousand two hundred sixty dollars & fifty six cents

(Dollar Amount in Words)

\$ 140,260.56

(Dollar Amount in Figures)

Date: June 19, 2012

Proposer: Merchants Landscape Services, Inc.  
(Company Name)

By:   
(Signature)

Title: President

State License Number and Classification: 765658 C27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

(Corporate Seal) PRESIDENT Mark Brower

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 Mark Brower

By Mark Brower

Title President

Business Address 1510 S. Lyon St.

Santa Ana, CA. 92705

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	765658 C27
PRESIDENT	Mark Brower
SECRETARY	
TREASURER	Theodore Haas
(Corporate Seal)	

**IV. PROPOSAL SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Merchants Landscape Services, Inc.

\_\_\_\_\_, as principals, and Hartford Fire Insurance Company (Axi) CA, a duly

authorized corporate surety: Business Address One Pointe Drive, 6th Floor, Brea, CA 92821

Phone (714) 674-1321, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT THE AMOUNT BID IN 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-3/11-12 -, MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY & 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 THE AMOUNT BID IN\*\*\*\*\* Dollars, (\$ 10%\*\*\*\*\*), as liquidated damages for such failure and neglect.

WITNESS our hands this 10th day of February, 2012.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: Merchants Landscape Services, Inc.


Name: Hartford Fire Insurance Company ALXW) CA


Address: 1190 Monterey Pass Road  
Monterey Park, CA 91754

Address: One Pointe Drive, 6th Floor  
Brea, CA 92821

Tel. No.: 323-881-6701

Tel. No.: 714-674-1321

By: 

By:   
Attorney-in-Fact  
MARY SMITH

**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.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On February 10, 2012, before me, Donna M. Green, Notary Public,

personally appeared Mary Smith,

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Donna M. Green  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- LIMITED

OTHER:

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4 *RCVJCA*

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-183250

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut *RCVJCA*
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green*  
of  
**Pasadena, CA**

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 10, 2012.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 2-16-12 before me, Sharon Ann Godinez / Notary  
(Here insert name and title of the Officer)

personally appeared Theodore Haas

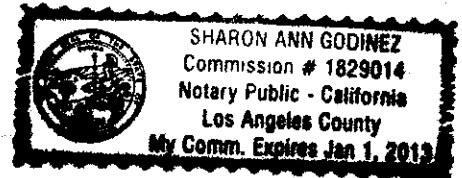
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Sharon Ann Godinez  
 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 to be 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

Proposal Security Bond  
(Title or description of attached document)

Moreno Valley West  
(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  
 Trustee(s)  
 Other \_\_\_\_\_

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF )§

(NAME) Mark Brower, affiant  
being first duly sworn, deposes and says:

That he or she is President of  
(sole owner, partner or other proper title)

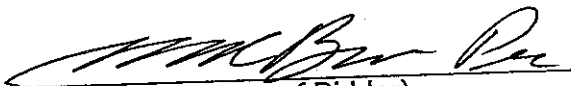
Merchants Landscape Services, Inc. the party making the  
(Contractor)

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).

Merchants Landscape Services, Inc.  
Bidder's Name:

1510 S. Lyon St.  
Bidder's Address:  
Santa Ana, CA. 92705

Telephone No.: (800) 645-4881

  
(Signature of Bidder)

President  
(Title)

ALL SIGNATURES MUST BE NOTARIZED

**CALIFORNIA JURAT**

State of: California

County of: ORANGE

Subscribed and sworn to (or affirmed) before me

this 17<sup>th</sup> day of 02, 2012, by  
Date Month Year

(1) MARK BROWER  
Name of Signer (s)

(2) N/A  
Name of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

WITNESS my hand and official seal

*Teresa Marcelino*

Signature of Notary Public



(Notary Seal)

**OPTIONAL INFORMATION**

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right (Number) of Signer	Capacity Claimed by Signer(s)	Right (Number) of Signer
Number of Pages _____ Document Date: _____		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer <input type="checkbox"/> Partner <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	
Title or type of document _____			
Additional information _____			

## APPENDIX A: 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 LABOREK

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 Hours	Total Hourly Rate	Overtime 1 1/2X
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training			
Imperial	\$8.00	-	-	* 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>h</sup> 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	<sup>i</sup> 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	<sup>j</sup> 0.12	0.12	-	8	<sup>b</sup> 8.24	<sup>b</sup> 12.24
	8.00	-	-	<sup>k</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>l</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.

\* \$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>k</sup> \$0.23 after 2 years of service.<sup>i</sup> \$0.27 after 2 years of service.<sup>e</sup> \$0.31 after 2 years of service.<sup>j</sup> \$0.38 after 3 years of service.<sup>h</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>l</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.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT  
MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO. \_\_\_\_\_ MONTH OF \_\_\_\_\_, 20\_\_\_\_

<p><u>MAINTENANCE</u></p> <ul style="list-style-type: none"> <li>• DATE(S)</li> <li>• AREA</li> <li>• SERVICE TYPE:</li> <li>• MOW/EDGE</li> <li>• TRIM/PRUNE-</li> <li>WEED</li> <li>LITTER-</li> <li>IRRIGATION</li> <li>ETC.</li> </ul>	<p><u>FERTILIZER</u></p> <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>	<p><u>PESTICIDES</u></p> <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>	<p><u>COMPLAINTS</u></p> <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>	<p><u>HAZARDS</u></p> <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				

APPENDIX B: 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				



APPENDIX C: 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: ( \_\_\_\_\_ ) \_\_\_\_\_

PREMIUM IS WRITTEN FOR CONTRACT TERM SUBJECT TO  
ADJUSTMENT BASED UPON FINAL CONTRACT PRICE

EXECUTED IN DUPLICATE  
EFFECTIVE: July 1, 2012 to June 30, 2013

\*\*ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

BOND NO. 72BSBG0365

PREMIUM \$ 2,244.00

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

RFP NO. E-3/11-12

PROJECT NO. E-3/11-12

**MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)  
MAINTENANCE OF PARKWAY AND MEDIAN 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 Merchants Landscape Services, Inc. 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-3/11-12**, 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 Hartford Fire Insurance Company ALXJCA, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of \*\* dollars, (\$ 140,260.56\*\*\*\*\*), 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)

**RISK MANAGEMENT  
Approved**

m. Alomy 6-27-12  
By Date

FAITHFUL PERFORMANCE BOND  
PROJECT NO. E-3/11-12

BOND NO. 72BSBG0365

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 13th day  
of June 20 12.

CONTRACTOR (Principal)

SURETY

Contractor Name: Merchants Landscape Services, Inc.

Name: Hartford Fire Insurance Company (XJ) CA

Address: 1190 Monterey Pass Road  
Monterey Park, CA 91754

Address: One Pointe Drive, 6th Floor  
Brea, CA 92821

Telephone No.: 323-881-6701

Telephone No.: 714-674-1321

Print Name: Theodore Haas

Print Name: MARY SMITH

Signature: *Theodore Haas*

Signature: *Mary Smith*  
Attorney-in-Fact

Approved as to Form this

13th day of JUNE 2012

*Suzanne Bruner*  
deputy 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 ACKNOWLEDGMENT**

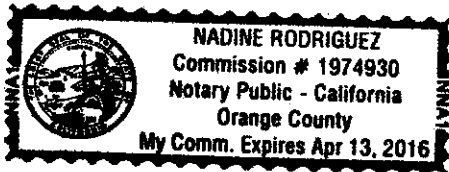
CIVIL CODE § 1189

State of California

County of Orange

On June 13, 2012 before me, Nadine Rodriguez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Theodore Haas  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: Nadine Rodriguez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

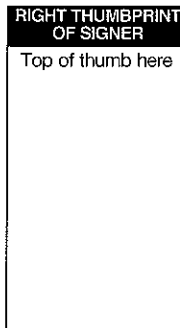
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On June 13, 2012, before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Donna M. Green  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)  LIMITED
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
- OTHER:

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

ALXV JCA

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-183250

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut ALXV JCA
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green*  
of  
**Pasadena, CA**

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public  
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



LABOR AND MATERIAL BOND  
PROJECT NO. E-3/11-12

WITNESS our hands this 13th day of June, 20 12.

PRINCIPAL

SURETY

Name: Merchants Landscape Services, Inc.

Name: Hartford Fire Insurance Company (LXV)CA

Address: 1190 Monterey Pass Road  
Monterey Park, CA 91754

Address: One Pointe Drive, 6th Floor  
Brea, CA 92821

Telephone Number: 323-881-6701

Telephone Number: 714-674-1321

By: *[Signature]*

By: *[Signature]*  
MARY SMITH

Title: *Chairman*

Title: Attorney-In-Fact

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

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

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

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

Approved as to form this 25th day of June, 20 12.

*Deputy* *[Signature]*  
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)).





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On June 13, 2012, before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Donna M. Green  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)  LIMITED
  - ATTORNEY-IN-FACT
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SIGNER IS REPRESENTING:  
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# POWER OF ATTORNEY

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- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
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having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green*  
of  
*Pasadena, CA*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public  
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107  www.boltonco.com 0008309	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (626) 799-7000 FAX (A/C, No): 626-583-2125	
	<b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE NAIC #	
<b>INSURED</b> Merchants Landscape Services, Inc 1190 Monterey Pass Road Monterey Park CA 91754	INSURER A: Golden Eagle Insurance Corporation <i>A(XV)CA</i>	
	INSURER B: American Fire & Casualty Insurance Company <i>A(XV)CA</i>	
	INSURER C: Safety National Casualty Corporation <i>A(XI)CA</i>	
	INSURER D: Federal Insurance Company <i>AH(XV)CA</i>	
	INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 13538356 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CBP8699930 ✓	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		BA8690031 ✓	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$0			UJA1355182907	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	SP4046075 Excess WC (CA)	4/24/2012	4/24/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Employee Theft -Including 3rd Party Business Personal Property Business Income/Extra Expense & EDP			81585028 CBP8699930	6/1/2012 7/1/2012	6/1/2013 7/1/2013	Limit: \$1 MIL/Ded. \$25,000 Limit: \$5,000/Ded. \$1,000 BI/EE \$10,000: EDP \$5,000/Ded. \$1,000

**Approved**  
*SMB* 7-9-12  
 By Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Auto Additional insured per GECA701 01/07 attached pgs. 1-4 attached. GL Primary Wording and Waiver of Subrogation apply per 22-111 01/07 & GECC602 09/04 attached. WC Excess Waiver of Subrogation applies per XWC 0456 00 0908 attached.  
 Additional Insured(s): The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority.

<b>CERTIFICATE HOLDER</b> Operations of the Named Insured City of Moreno Valley Attn: Margaret Williams 14325 Frederick Street, Suite 9 Moreno Valley CA 92552	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Cheryl E. Feia</i></div> Cheryl Feia
---	---

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: MERCH-1

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Bolton & Company		NAMED INSURED Merchants Landscape Services, Inc. 1190 Monterey Pass Road Monterey Park CA 91754	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (05/10)  
**CERTIFICATE HOLDER:** City of Moreno Valley Attn: Margaret Williams  
**ADDRESS:** 14325 Frederick Street, Suite 9 Moreno Valley CA 92552

their officers, employees and agents.

CBP8699930 ✓  
Merchants Landscape Services, Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

- (1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

**B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS:**

"Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

POLICY NUMBER: CBP8699930 ✓

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Moreno Valley Attn: Margaret Williams	Operations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Merchants Landscape Services, Inc.  
POLICY NUMBER: CBP8699930 ✓

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Moreno Valley Attn: Margaret Williams	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



BA8690031 ✓

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COMMERCIAL AUTO GOLD ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

#### SECTION II - LIABILITY COVERAGE

##### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

##### 2. COVERAGE EXTENSIONS

##### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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GECA 701 (01/01)

Page 1 of 4

- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

**SECTION III - PHYSICAL DAMAGE COVERAGE**

**A. COVERAGE**

The following is added:

**5. Hired Auto Physical Damage**

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
  - (1) \$50,000.
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto."

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

**6. Rental Reimbursement Coverage**

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. **Coverage Extension.**

**7. Customized Furnishings Coverage**

We will pay with respect to a covered "auto" for "loss" to custom furnishings including, but not limited to:

- a. Special carpeting and insulation;
- b. Height-extending roofs;
- c. Custom murals, paintings, or other decals or graphics.

Our limit of liability for loss to custom furnishings shall be the least of:

- a. Actual cash value of the stolen or damaged property as of the time of the loss; or

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- b. The amount necessary to repair or replace the property; or
- c. \$500.

This coverage does not apply to electronic equipment.

**8. Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

**B. Exclusions**

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

**D. DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

**SECTION IV. BUSINESS AUTO CONDITIONS**

**A. LOSS CONDITIONS**

Item 2.a. and b. are replaced with:

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Page 3 of 4

**2. Duties In The Event of Accident, Claim, Suit, or Loss**

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

**B. GENERAL CONDITIONS**

7. e. is added:

- e. All parts of the world for an "auto" you hire for less than 30 consecutive days, if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in 7. a - 7. d.

9. is added:

**9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

**COMMON POLICY CONDITIONS**

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

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Paragraph 6. is replaced with the following:

- 6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000. or
- b. The amount shown in the Declarations.

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

Item 2. a. is replaced with:

**2. Duties In The Event of Occurrence, Offense, Claim or Suit**

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
  - 1) How, when and where the "occurrence" or offense took place;
  - 2) The names and addresses of any injured persons and witnesses; and
  - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

**b. Excess Insurance**

- 1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

**6. Representations**

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

**8. Transfer of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

*Item 10. and Item 11. are added:*

#### **10. Cancellation Condition**

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

#### **11. Liberalization**

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

### **SECTION V- DEFINITIONS**

*The following definitions are added or changed:*

9. "Insured contract"

a. *Is changed to:*

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

*23 and 24 are added:*

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

**The following Provisions are also added to this Coverage Part:**

#### **A. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph 2. under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:
- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

XWC 0456 00 0908

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, April 24, 2012

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

This agreement shall not operate directly or indirectly to benefit anyone not named in this Agreement.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4043975, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to MERCHANTS BUILDING MAINTENANCE COMPANY, ET AL dated April 24, 2012.

SAFETY NATIONAL CASUALTY CORPORATION

President

Secretary

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## C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT


Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	\$ 9.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	\$ 20.00	ea
3. 5 gal. tree in place (stakes included)	@	\$ 40.00	ea
4. 15 gal. tree in place (stakes included)	@	\$ 95.00	ea
5. 24" box tree in place (stakes included)	@	\$ 295.00	ea
6. 36" box tree in place (guy wires included)	@	\$ 795.00	ea
7. Flat of ground cover in place	@	\$ 20.00	ea
8. Fertilizer application	@	\$ .004	ea/sq. ft
9. Planter bed mulch in place	@	\$ 30.00	/cu. yd
10. Additional labor	@	\$ 20.00	/man hour
11. Additional Irrigation Technician	@	\$ 35.00	/man hour

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)

 President

February 17, 2012

(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 15. %
- 2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.
  - A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~  
\$ \_\_\_\_\_ /sq. ft./mo.
  - B. Shall be: ~~Additional parkway areas, turf (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~  
\$ \_\_\_\_\_ /sq. ft./mo.
    - a. Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.  
or
    - b. Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.  
or
    - c. Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.
- 3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.

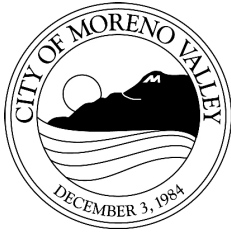
(Company Name)

President



(AUTHORIZED SIGNATURE AND TITLE)

(DATE)



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

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

**AGENDA DATE:** May 14, 2013

**TITLE:** FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION IN PROJECT NO. E-4/11

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### **RECOMMENDED ACTION**

Recommendations:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD Board): Approve the First Amendment to the Independent Contractor Agreement ("Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, ("First Amendment to Agreement for E-4/11") with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.
2. Authorize the City Manager to execute the First Amendment to the Agreement for E-4/11 with TruGreen Landcare.
3. Authorize an adjustment in the purchase order (PO) to TruGreen Landcare, for an increase of \$10,100.00 when the First Amendment to the Agreement for E-4/11 has been signed by all parties.

### **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. 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 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).

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (“Agreement”) for landscape maintenance or other related specialty services, such as backflow testing, repair and replacement.

The Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. “Base services” include: mowing, edging and trimming of turf grass areas, 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. Base services are performed on a scheduled rotation basis.

“Additional work” is unanticipated, extra services that may be required and can include added square footage to a service area at a pre-stated unit cost during the contracting term. Additional work services may include, but is not limited to, irrigation repairs, labor and materials, additional plant materials, fertilizer applications, and/or mulching, or unscheduled services as allowed per Exhibit E of the Agreement (See Attachment 3 – Additional Work Price List) or provided as a supplementary proposal for specialty services. While efforts are made to anticipate additional, unexpected or emergency work at the beginning of a contracting term, extra work and/or acceptance of additional service areas can occur which requires the Agreement to be amended to include the costs associated with any added additional work that may be required prior to the end of the term of the Agreement.

## **DISCUSSION**

E-4/11 is the CSD landscape maintenance Agreement that covers the Zone E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak) CSD maintained landscape service areas. Service levels are consistent with the terms of the CSD Zone E General Service

Level Guidelines, as listed the CSD Zone E (Extensive Parkway Landscape Maintenance) Service Plan Policy, (the "Policy") as adopted by the CSD Board on September 25, 2007, and amended on April 26, 2011, which includes General Service Level Guidelines for Reduced Maintenance Service, which is applied to the parkways and medians of E-4 and open space area of E-4A, as they may apply.

The Agreement as extended for FY 2012/13, was authorized in the NTE amount of \$109,550.32 (\$95,770.32 for E-4 base maintenance services, \$5,580.00 for E-4A based maintenance services, \$6,900.00 for E-4 additional work, and \$1,300.00 for E-4A additional work) for FY 2012/13.

Due to budgetary constraints, staffing reductions were necessary in the Special Districts Division during FYs 2011/12 and 2012/13. In FY 2012/13, tasks normally performed by field personnel, including irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. As a result of this change, the Agreement's additional work allocation is in need of an increase from \$8,200.00 to \$18,300.00 (a \$10,100.00 increase) to cover the cost of additional services to provide labor and materials for irrigation repairs and replanting services.

This First Agreement to the Agreement for E-4/11 will increase the additional work cost for a net increase of \$10,100.00. This adjustment is consistent with the costs identified in the Agreement. Approval of the First Amendment to the Agreement for E-4/11 will increase the NTE amount to \$119,650.32 (\$95,770.32 for E-4 base maintenance services, \$5,580.00 for E-4A based maintenance services, \$17,000.00 for E-4 additional work, and \$1,300.00 for E-4A additional work) for FY 2012/13.

### **ALTERNATIVES**

1. Approve the First Amendment to the Agreement for E-4/11 with TruGreen Landcare in the form attached hereto for landscape maintenance to provide continuation of landscape maintenance and maintenance related services; authorize the City Manager to execute said First Amendment to the Agreement for E-4/11 with TruGreen Landcare, and authorize an increase of \$10,100.00 in the purchase order to TruGreen Landcare for additional work. *By selecting this alternative the CSD Board will prevent interruptions in landscape maintenance services and allow for the necessary funding of additional work to be performed within those CSD landscaped service areas for the 2012/13 fiscal year.*
2. Do not approve the First Amendment to the Agreement for E-4/11 with TruGreen Landcare in the form attached hereto for landscape maintenance to provide continuation of landscape maintenance and maintenance related services, do not authorize the City Manager to execute said First Amendment to the Agreement for E-4/11 with TruGreen Landcare, and do not authorize an increase in the purchase order to TruGreen Landcare in the amount \$10,100.00 for additional work. *By selecting this alternative, the CSD Board may allow for a lapse in necessary additional maintenance services to be provided and compensated for in the E-4*

*(Moreno Valley Ranch – East) landscaped area where the Agreement requires amending.*

**FISCAL IMPACT**

CSD Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills to pay for parkway, median, and open space landscape maintenance and associated landscape maintenance related services. **These actions will not impact the City’s General Fund.**

The following table represents the Adjustment to be made in the General Ledger Account to the Zone E budget to accommodate the First Amendment to the Agreement for E-4/11 for landscape maintenance services.

Contractor	GL Account	Base Agreement Amount	2012/13 Additional Work Agreement Amount	2012/13 Agreement Total	2012/13 Net Adjustments	2012/13 Amended Agreement Total
TruGreen Landcare	5013-30-79-25711-620910	\$ 101,350.32	\$ 8,200.00	\$ 109,550.32	\$ 10,100.00	\$ 119,650.32

**CITY COUNCIL GOALS**

Community Image and Positive Environment:

By approving the Amendments to the Agreements as listed herein, the CSD Board will allow for the promotion of a positive environment through continued maintenance of parkways and medians.

**NOTIFICATION**

N/A

**ATTACHMENTS**

Attachment 1 – First Amendment to the Agreement for E-4/11

Attachment 2 – Agreement for E-4/11 for FY 2011/12 and Extension to the Agreement for E-4/11 for FY 2012/13

Attachment 3 – Additional Work Price List

Prepared By:  
Sharon Sharp  
Senior Management Analyst

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

Concurred By:  
Candace 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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**FIRST AMENDMENT TO THE  
INDEPENDENT CONTRACTOR AGREEMENT  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
MAINTENANCE OF PARKWAY & MEDIAN  
LANDSCAPING AND IRRIGATION**

**PROJECT NO. E-4/11**

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for R.F.P. NO. E-4/11 - PROJECT NO. E-4/11, hereinafter referred to as "Agreement," dated August 18, 2011; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-4 (Moreno Valley Ranch-East) and E-4A(Daybreak) as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on July 26, 2012 for the 2012/13 Fiscal Year ("FY") the "First Extension Agreement"; and

WHEREAS the First Extension Agreement was authorized in the not-to-exceed (NTE) amount of \$109,550.32 (\$101,350.32 for base maintenance services, to be paid at a rate of \$8,445.86 per month, one month in arrears and \$8,200.00 for additional work); and,

**FIRST AMENDMENT TO AGREEMENT  
FOR INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. E-4/11**

WHEREAS, the amount of additional work that has been identified is greater than anticipated when the First Extension Agreement was entered into, which will require an increase in the First Extension Agreement's additional work allocation of \$10,100.00 from \$8,200.00 to \$18,300.00 (\$17,000 for E-4 and \$1,300 for E-4A), to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting, to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the First Extension Agreement, to increase the NTE amount from \$109,550.32 to \$119,650.32 to cover the additional costs of services, at the unit prices as listed in Exhibit E, Section 9., letter B. of the Agreement.

**SECTION 1 FIRST AMENDMENT to the FIRST EXTENSION AGREEMENT:**

1.1 Amend the Additional Work Amount of the First Extension Agreement Section 5. from eight-thousand two hundred and 00/100 dollars (\$8,200.00) to eighteen thousand three hundred and 00/100 dollars (\$18,300.00) to accommodate additional labor and material costs associated with irrigation and replanting services for a total NTE of \$119,650.32 (\$101,350.32 for base and \$18,300.00 for additional work).

**SECTION 2**

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

**SIGNATURE PAGE TO FOLLOW**

**FIRST AMENDMENT TO AGREEMENT  
FOR INDEPENDENT CONTRACTOR AGREEMENT  
PROJECT NO. E-4/11**

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

Moreno Valley Community Services District

Contractor: TruGreen Landcare

By: \_\_\_\_\_  
Title: City Manager, acting in the capacity of  
District Manager to 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)*

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**INDEPENDENT CONTRACTOR AGREEMENT**

R.F.P. NO. E-4/11  
PROJECT NO. E-4/11

**MORENO VALLEY RANCH-EAST/DAYBREAK  
MAINTENANCE OF PARKWAY AND MEDIAN  
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	TruGreen Landcare
Street Address	1616 Marlborough Ave.,
Street Address	Bldg. S
City, State, Zip	Riverside, CA 92507
Mailing Address	
(If same as Street Address, write same or same as above)	Same as Above
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(951) 686-1436
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	36-4313318
Contractor's License Number & Classification	774548 C-51, D-49, C-27

**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, 2011 and the Contract Ending Date is June 30, 2012. 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 not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- 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 specifications and performance standards 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 Community Redevelopment Agency of the City of Moreno Valley (RDA), 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, RDA'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, RDA, 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, RDA, 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 Community Redevelopment Agency of the City of Moreno Valley, 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 Community Redevelopment Agency of the City of Moreno Valley, 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: 1616 Marlborough Ave., Bldg. S, Riverside, CA 92507

[Mailing Address (Post Office Box, if applicable)]

(951) 688-6880

[Telephone number]

(951) 686-1436

[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 CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT  
Public Works Department  
Special Districts Division  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Daniel Monto, Senior Landscape Services Inspector  
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

TruGreen Landcare

By: [Signature]  
Title: Mayor, acting in the capacity of  
President of the Board of Directors of  
the Moreno Valley Community  
Services District

By: [Signature]  
Title: (President or Vice President)  
BRANCH MANAGER

Date: 8/18/2011

Date: 4-14-11

**INTERNAL USE ONLY**

ATTEST:

[Signature]  
City Clerk

By: \_\_\_\_\_  
Title: Corporate Secretary or Assistant  
Secretary  
(If applicable)

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

[Signature]  
City Attorney

Affix Corporate Seal Below  
(If applicable)

8-1-11  
Date

RECOMMENDED FOR APPROVAL:

[Signature]  
Department Head

8/15/11  
Date

Attachments

BOND NO.: 015030479  
MATERIALS AND LABOR BOND

PROJECT NO. E-4/11  
R.F.P. NO. E-4/11  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

KNOW ALL MEN BY THESE PRESENTS,

THAT TruGreen LandCare, a California General Partnership, as Principal,  
and Liberty Mutual Insurance Company A(XV)CA, as Surety, as held  
firmly bound unto the Moreno Valley Community Services District, in the just and full amount  
of One Hundred Seventy Nine Thousand Five Hundred Sixty Four and 00/100 dollars

(\$ 179,564.00) (amount in words and figures), for the payment whereof, we hereby bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

Given under our hands and sealed with our seals this 11th day of April, 2011.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the Moreno  
Valley Community Services District whereby said principal agrees to maintain the  
Streetscape Landscaping and Irrigation at PROJECT NO. E-4/11, as provided in said  
Contract, which said Contract is hereby referred to and made a part hereof to the same  
extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to  
pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or  
about the performance of said work contracted to be done, or for any work or labor thereon of  
any kind, or for amounts due under the Unemployment Insurance Act with respect to such  
work or labor, the Surety will pay for the same in an amount not exceeding the sum  
hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be  
fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said  
Contract or Agreement, or of any feature or item or items or performance required therein or  
thereunder shall in any manner effect the obligation of the undersigned on or under this bond;  
and the surety does hereby waive notice of such amendment, limitation of time for bringing  
action on this bond by the District change, extension of time, alteration or addition to said  
Contract or Agreement, and of any feature or item or items of performance required herein or  
thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under  
Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of  
action to such persons or their assigns in any suit brought upon this bond.

WITNESS our hands this 11th day of April, 2011.

PRINCIPAL

SURETY

TruGreen LandCare, a California  
Name: General Partnership

Name: Liberty Mutual Insurance Company A(X)CA

Address: 1616 Marlborough Ave., Bldg. S  
Riverside, CA 92507

Address: 175 Berkeley Street  
Boston, MA 02116

Telephone Number: (951) 688-6880

Telephone Number: (201) 327-6603

By: *Cynthia Farrell*  
Cynthia Farrell

By: *Vivian Carti*  
Vivian Carti

Title: Attorney-In-Fact

Title: Attorney-In-Fact

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

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

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

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

Approved as to form this 1<sup>st</sup> day of Aug, 2011.

*[Signature]*  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

**RISK MANAGEMENT  
Approved**

*[Signature]* 6-27-11  
By Date

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of New York

County of     New York    

On February 15, 2011 before me, Evangelina L. Dominick, Notary Public, personally appeared Cynthia Farrell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK  
Notary Public State of New York  
01DO4769474  
Qualified in Westchester County  
Term Expires January 31, 2015

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of New York

County of     New York    

On February 15, 2011 before me, Evangelina L. Dominick, Notary Public, personally appeared Vivian Carti who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK  
Notary Public State of New York  
01004769474  
Qualified in Westchester County  
Term Expires January 31, 2015



Power of Attorney

The ServiceMaster Company, ("ServiceMaster"), a Delaware corporation of 860 Ridge Lake Boulevard, Memphis, TN 38120, Federal Employer Identification Number 36-3858106, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon Corporation, ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds up to \$1,000,000 issued on behalf of ServiceMaster and any of ServiceMaster's subsidiaries.

<u>Aon Employee</u>	<u>Aon Subsidiary</u>
Annette M. Leuschner	Aon Risk Services, Inc. Of New York
Cynthia Farrell	Aon Risk Services, Inc. Of New York
Vivian Carti	Aon Risk Services, Inc. Of New York
Sandra Diaz	Aon Risk Services, Inc. Of New York
Susan Welsh	Aon Risk Services, Inc. Of Illinois
Linda Iser	Aon Risk Services, Inc. Of Illinois
Charlene Nakamura	Aon Risk Services, Inc. Of Southern California Insurance Services
KeAna Conrad	Aon Risk Services, Inc. Of Southern California Insurance Services

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of ServiceMaster and any and all direct and/or indirect subsidiaries that are acquired or formed by the ServiceMaster after the execution of this Power of Attorney:

<u>Entity</u>	<u>Federal Employer Identification Number</u>
American Home Shield Corporation.....	13-2686654
AmeriSpec, Inc. ....	62-1685957
Furniture Medic Limited Partnership.....	36-4094002
InStar Services Group, L.P. ....	61-1407824
Merry Maids Limited Partnership.....	47-0718233
ServiceMaster Residential/Commercial Services Limited Partnership.....	36-3747477
SM Clean L.L.C. ....	06-1668984
The ServiceMaster Company.....	36-3858106
The Terminix International Company Limited Partnership.....	36-3478837
TruGreen Limited Partnership d/b/a TruGreen ChemLawn.....	36-3734669
TruGreen LandCare L.L.C. or TruGreen LandCare, a California General Partnership.....	36-4313318
TruGreen Companies, LLC .....	36-4313320
TruGreen Inc. ....	36-3734601
ServiceMaster Consumer Services, Inc. ....	36-3729225

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained herein.

Dated: 8/17/07

The ServiceMaster Company

By: [Signature]  
Cristen L. Kogl, as Vice President,  
Deputy General Counsel &  
Corporate Secretary

Dated: 9/17/07

The ServiceMaster Company.

By: [Signature]  
Eric R. Zarnikow, as Senior Vice President  
and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

On this 17<sup>th</sup> day of August, 2007 before me personally appeared Cristen L. Kogl and Eric R. Zarnikow, known to me to be the Vice President, Deputy General Counsel & Corporate Secretary and Senior Vice President and Treasurer of The ServiceMaster Company and known to me to be the persons who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17<sup>th</sup> day of August, 2007.

[Signature]  
Notary Public

My commission expires: 8/16/2010



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.

LIBERTY MUTUAL INSURANCE COMPANY (XV)CA  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, HALINA KAZMIERCZAK, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK.**

, 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 the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100** DOLLARS (\$ **300,000,000.00** ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to 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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of January, 2011

LIBERTY MUTUAL INSURANCE COMPANY (XV)CA

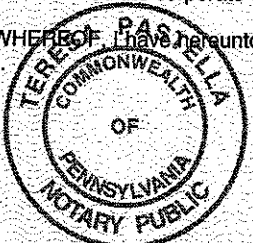
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 15th day of February, 2011.



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.

## ASSETS

	Current Year			Prior Year
	1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	4 Net Admitted Assets
1. Bonds (Schedule D)	11,425,766,895		11,425,766,895	11,057,669,501
2. Stocks (Schedule D):				
2.1 Preferred stocks	782,976,318		782,976,318	757,319,706
2.2 Common stocks	9,135,552,552		9,135,552,552	7,570,471,320
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	519,022,709		519,022,709	548,091,252
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	337,179,530		337,179,530	425,989,166
4.2 Properties held for the production of income (less \$ 0 encumbrances)	978,262		978,262	1,039,982
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 389,502,555, Schedule E - Part 1), cash equivalents (\$ 82,179,054, Schedule E - Part 2), and short-term investments (\$ 352,650,853, Schedule DA)	824,332,462		824,332,462	1,349,305,516
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	5,771,150,576	206,157	5,770,944,419	5,131,343,213
8. Receivables for securities	12,271,548		12,271,548	2,859,058
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	28,809,230,852	206,157	28,809,024,695	26,844,088,712
11. Title plants less \$ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	133,129,777		133,129,777	140,188,757
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,264,743	14,732,220	978,532,523	1,071,899,224
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,519,460,073		1,519,460,073	1,594,827,450
13.3 Accrued retrospective premiums	366,445,346	36,644,535	329,800,811	363,694,897
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	593,195,507		593,195,507	560,300,803
14.2 Funds held by or deposited with reinsured companies	13,527,020		13,527,020	17,294,633
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	21,095	11,418	9,677	175,315
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,066		313,172,066	
16.2 Net deferred tax asset	1,188,251,090	164,925,490	1,023,325,600	848,790,256
17. Guaranty funds receivable or on deposit	33,248,467		33,248,467	32,559,328
18. Electronic data processing equipment and software	319,102,379	257,221,814	61,880,565	50,291,004
19. Furniture and equipment, including health care delivery assets (\$ 0)	126,014,225	126,014,225		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	348,223,617	610	348,223,007	312,158,606
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	715,856,703	39,949,956	675,906,747	715,420,301
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 16 to 23)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,186
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,186

DETAILS OF WRITE-IN LINES				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Cash Surrender Value Life Insurance	383,284,396		383,284,396	348,631,523
2302. Amounts receivable under high deductible policies	172,319,200	115,054	172,204,146	165,149,487
2303. Other assets	132,718,487	39,634,902	92,883,585	165,597,198
2398. Summary of remaining write-ins for Line 23 from overflow page	27,534,610		27,534,610	36,042,093
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	715,856,703	39,949,956	675,906,747	715,420,301

BOND NO.: 015030479  
FAITHFUL PERFORMANCE BOND

PROJECT NO. E-4/11  
R.F.P. NO. E-4/11  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

WHEREAS the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen LandCare, a California General Partnership, hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated July 1, 2011, and identified as PROJECT NO. E-4/11 is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and <sup>ALX)CA</sup> Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred Seventy Nine Thousand Five Hundred Sixty Four and 00/100 dollars (\$ 179,564.00) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his 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 alteration thereof made as therein provided on his 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 hold 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.

As a part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Moreno Valley Community Services District in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in 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 specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on April 11, 2011.

PRINCIPAL

SURETY

Name: TruGreen LandCare, a California General Partnership

Name: Liberty Mutual Insurance Company A(X)CA

Address: 1616 Marlborough Ave., Bldg. S  
Riverside, CA 92507

Address: 175 Berkeley Street  
Boston, MA 02116

Telephone Number: (951) 688-6880

Telephone Number: (201) 327-6603

By: Cynthia Farrell  
Cynthia Farrell

By: Vivian Carti  
Vivian Carti

Title: Attorney-In-Fact

Title: Attorney-In-Fact

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

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

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

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

Approved as to form this 1st day of Aug, 2011.

[Signature]  
City Attorney, in the Capacity of General Legal Counsel  
to the Mereno Valley Community Services District

**(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)**

**RISK MANAGEMENT  
Approved**

[Signature] 6-27-11  
By Date



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of New York

County of     New York    

On   April 11, 2011   before me,   Evangelina L. Dominick  , Notary Public, personally appeared   Vivian Carti   who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature   Evangelina L. Dominick  

EVANGELINA L. DOMINICK  
Notary Public State of New York  
01D04769474  
Qualified in Westchester County  
Term Expires January 31,   2015

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of New York

County of     New York    

On April 11, 2011 before me, Evangelina L. Dominick, Notary Public, personally appeared Cynthia Farrell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Evangelina L. Dominick

EVANGELINA L. DOMINICK  
Notary Public State of New York  
01DO4769474  
Qualified in Westchester County  
Term Expires January 31, 2015



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.

LIBERTY MUTUAL INSURANCE COMPANY A(X)CA  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, HALINA KAZMIERCZAK, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK.....**

, 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 the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 300,000,000\*\*\*\*\* )** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to 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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of January

2011

LIBERTY MUTUAL INSURANCE COMPANY A(X)CA

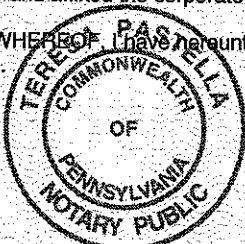
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation, and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 11th day of April, 2011



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.

Power of Attorney

The ServiceMaster Company, ("ServiceMaster"), a Delaware corporation of 860 Ridge Lake Boulevard, Memphis, TN 38120, Federal Employer Identification Number 36-3858106, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon Corporation, ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds up to \$1,000,000 issued on behalf of ServiceMaster and any of ServiceMaster's subsidiaries.

<u>Aon Employee</u>	<u>Aon Subsidiary</u>
Annette M. Leuschner	Aon Risk Services, Inc. Of New York
Cynthia Farrell	Aon Risk Services, Inc. Of New York
Vivian Carti	Aon Risk Services, Inc. Of Newe York
Sandra Diaz	Aon Risk Services, Inc. Of New York
Susan Welsh	Aon Risk Services, Inc. Of Illinois
Linda Iser	Aon Risk Services, Inc. Of Illinois
Charlene Nakamura	Aon Risk Services, Inc. Of Southern California Insurance Services
KeAna Conrad	Aon Risk Services, Inc. Of Southern California Insurance Services

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days notice.


This Power of Attorney shall include the following direct and indirect subsidiaries of ServiceMaster and any and all direct and/or indirect subsidiaries that are acquired or formed by the ServiceMaster after the execution of this Power of Attorney:

<u>Entity</u>	<u>Federal Employer Identification Number</u>
American Home Shield Corporation.....	13-2686654
AmeriSpec, Inc. ....	62-1685957
Furniture Medic Limited Partnership.....	36-4094002
InStar Services Group, L.P. ....	61-1407824
Merry Maids Limited Partnership.....	47-0718233
ServiceMaster Residential/Commercial Services Limited Partnership.....	36-3747477
SM Clean L.L.C. ....	06-1668984
The ServiceMaster Company.....	36-3858106
The Terminix International Company Limited Partnership.....	36-3478837
TruGreen Limited Partnership d/b/a TruGreen ChemLawn.....	36-3734669
TruGreen LandCare L.L.C. or TruGreen LandCare, a California General Partnership.....	36-4313318
TruGreen Companies, LLC .....	36-4313320
TruGreen Inc. ....	36-3734601
ServiceMaster Consumer Services, Inc. ....	36-3729225

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained herein.

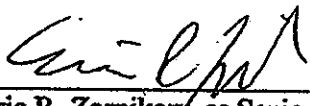
Dated: 8/17/07

The ServiceMaster Company

By:   
Cristen L. Kogl, as Vice President,  
Deputy General Counsel &  
Corporate Secretary

Dated: 9/17/07

The ServiceMaster Company.

By:   
Eric R. Zarnikow, as Senior Vice President  
and Treasurer

STATE OF ILLINOIS

COUNTY OF COOK

On this 17<sup>th</sup> day of August, 2007 before me personally appeared Cristen L. Kogl and Eric R. Zarnikow, known to me to be the Vice President, Deputy General Counsel & Corporate Secretary and Senior Vice President and Treasurer of The ServiceMaster Company and known to me to be the persons who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17<sup>th</sup> day of August, 2007.

  
Notary Public

My commission expires: 8/16/2010





LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2010

Assets	Liabilities
Cash and Bank Deposits ..... \$ 795,278,733	Unearned Premiums ..... \$3,502,531,059
*Bonds — U.S Government ..... 928,976,332	Reserve for Claims and Claims Expense ..... 15,450,806,243
*Other Bonds ..... 12,269,586,768	Funds Held Under Reinsurance Treaties ..... 1,764,193,716
*Stocks ..... 8,410,330,089	Reserve for Dividends to Policyholders ..... 4,776,435
Real Estate ..... 280,897,925	Additional Statutory Reserve ..... 89,441,297
Agents' Balances or Uncollected Premiums ..... 2,971,477,549	Reserve for Commissions, Taxes and
Accrued Interest and Rents ..... 156,129,412	Other Liabilities ..... 2,126,508,564
Other Admitted Assets ..... <u>10,888,871,535</u>	<b>Total</b> ..... <b>\$22,938,257,314</b>
 	Special Surplus Funds ..... \$1,218,426,655
<b>Total Admitted Assets</b> ..... <b><u>\$36,701,548,343</u></b>	Capital Stock ..... 10,000,000
	Paid in Surplus ..... 7,731,965,815
	Unassigned Surplus ..... 4,802,898,559
	<b>Surplus to Policyholders</b> ..... <b><u>13,763,291,029</u></b>
	<b>Total Liabilities and Surplus</b> ..... <b><u>\$36,701,548,343</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2010, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 29th day of March, 2011.

*T. Mikolajewski*

\_\_\_\_\_  
Assistant Secretary

---

**ACKNOWLEDGEMENT OF PRINCIPAL**

---

STATE OF New York )

CITY OF New York ) SS:

COUNTY OF New York )

On this 11th day of April, in the year 2011, before me personally came to me known, who, being by me duly sworn, did depose and say that Cynthia Farrell he/she resides in New York, N.Y. that he/she is the Attorney-In-Fact of TruGreen LandCare, A California General Partnership the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

  
Notary Public or Commissioner of Deeds

EVANGELINA L. DOMINICK  
Notary Public State of New York  
01D04769474  
Qualified in Westchester County  
Term Expires January 31, 2015

## SURETY ACKNOWLEDGMENT

Form 152

STATE OF NEW YORK  
COUNTY OF NEW YORK

On this 11th day of April, 2011 before me personally came Vivian Carti to me known, who, being by me duly sworn, did depose and say that he resides in N.Y. County, NY that she is the ATTORNEY-IN-FACT of the Liberty Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

*Evangelina L. Dominick*  
NOTARY

EVANGELINA L. DOMINICK  
Notary Public State of New York  
01DO4769474  
Qualified in Westchester County  
Term Expires January 31, 2015

**EXHIBIT A**  
R.F.P. NO. E-4/11  
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

**1. 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 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 23, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune 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 Director of Public Works 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 Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

## 2. SCHEDULING OF WORK

- A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the 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, which shall include, but are 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 approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall 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" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. 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. 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 Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

- C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, 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 such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.
- D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. 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, two-way radio, or pager. 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.
- E. 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 facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- |                             |  |
|-----------------------------|--|
| 1. City Manager             | 5. Special Districts Division Manager  |
| 2. Director of Public Works | 6. Street Maintenance Supervisor       |
| 3. Police Department        | 7. Senior Landscape Services Inspector |
| 4. Fire Department          | 8. Landscape Services Inspector        |

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. 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. 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. 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. above.
- C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

## 7. 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, 2010 (or most current) 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 shall 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 Public Works Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. 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). 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 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 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. 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**

- A. 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.
- B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

## **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 – FULL SERVICE LANDSCAPE**

### **A. TURF CARE**

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
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 Full Service Fertilization, Section 18.
13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.
14. Aeration:
  - (a) All turf areas shall be aerated three (3) times annually;
  - (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;
  - (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
  - (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
  - (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

- (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

**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. Any tree 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. 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. 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 – Full Service Pesticide Use, Section 19.

### **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. Any shrub shall be pruned and/or trimmed 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. Shrubs shall be pruned:
- (a) To enable successful adaptation to their particular site situation;
  - (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
  - (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. 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 work, and between cuts on any shrub known to be diseased.
7. The following practices shall not be 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 - Full Service Fertilization, Section 18.
9. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

#### 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 Specifications, 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 at any time 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;
  - (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
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 - Full Service Fertilization, Section 18.
8. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

#### **E. WEED CONTROL**

1. All weeds shall be continuously controlled at all sites.
2. 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.

3. 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.
4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.
6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

#### **F. IRRIGATION**

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. 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. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; 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 these Special Provisions, 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 not less than one (1) time per week;
  - (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 specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

#### **G. DEBRIS/LITTER**

1. 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.
2. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.
3. All hardscape areas, including but not limited to sidewalks, curbs, and

gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.
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, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. 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 Special 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 performance of contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, 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 specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION**

**A. TURF FERTILIZATION**

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
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 Section 8. – Use of Chemicals. Any changes to said list shall be reported per 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. All shrubs and ground covers shall be fertilized as per Table II. 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

2. Any fertilizers containing iron will be removed from concrete sidewalks 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 Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of

### Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and 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 Section 8. – Use of Chemicals. Any changes to said list shall be reported per 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 Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

## **19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE**

### **A. GENERAL**

1. The Moreno Valley Community Services District solicits, and 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 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.
4. 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 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 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.
5. 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 that 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 Section 3 – Functions and Responsibilities and 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

The aforementioned list is inclusive; other species may be added by the Director as necessary

- (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.

### 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 that 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 that 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 that 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 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

#### 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. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE**

**A. TURF CARE**

- 1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- 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" includes, 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 onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), 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. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed 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 - Reduced Service Fertilization, Section 21.
13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.
14. Aeration is considered Additional Work, per Exhibit C., Section 2.
15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

## **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. Any tree 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. 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. 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 a 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) lodgepole-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 – Reduced Service Pesticide Use, Section 22.

### **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. Any shrub shall be pruned and/or trimmed 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. Shrubs shall be pruned:
  - (a) To enable successful adaptation to their particular site situation;
  - (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
  - (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. 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 work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:
  - (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "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 - Reduced Service Fertilization, Section 21.
9. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

#### **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 Specifications, 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 at any time 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;
  - (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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 - Reduced Service Fertilization, Section 21.
8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

#### **E. WEED CONTROL**

1. All weeds shall be controlled quarterly at all sites.
2. 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.
3. 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; non-landscaped portions of sites, as determined by the Director.
4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
5. Chemical weed control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.
6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

#### **F. IRRIGATION**

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. 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. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; 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 these Special Provisions, 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: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.
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 not less than one (1) time per month;
  - (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 repair irrigation systems 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 specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**G. DEBRIS/LITTER**

- 1. 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.
- 2. Contractor shall make a minimum of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.
- 3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- 4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.
- 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.
  - (a) The Contractor shall notify the Director immediately whenever suspicious and/or 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, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. 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.
  - (b) Failure to adhere to the specifications of this section of the Special

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 performance of Contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.
5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION**

**A. TURF FERTILIZATION**

1. 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 following section on fertilizers.

\*\*22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.
3. Humus base fertilizers are required 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 the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
6. Written notification to the Director is required five (5) days prior to fertilizer application.

**B. SHRUB & GROUND COVER FERTILIZATION**

1. All shrubs and ground covers shall be fertilized as per Table II. 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 Applications	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

\* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required five (5) days prior to fertilizer application.
5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and 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 a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required five (5) days prior to fertilizer application.
5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

## 22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

### A. GENERAL

1. The Moreno Valley Community Services District solicits, and 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 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 Contract.
4. Before the beginning of the Contract period, Contractor shall supply to the



Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to 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.

5. 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 filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by 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. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.
3. A five (5) working day written notice shall be given to the Director 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) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.
  - (b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass  
Kikuyu Grass  
Nutsedge

Field Bindweed  
Spurge

This list is inclusive; other species may be added by the Director as necessary.

- (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.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides 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**

1. Weed Control

Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

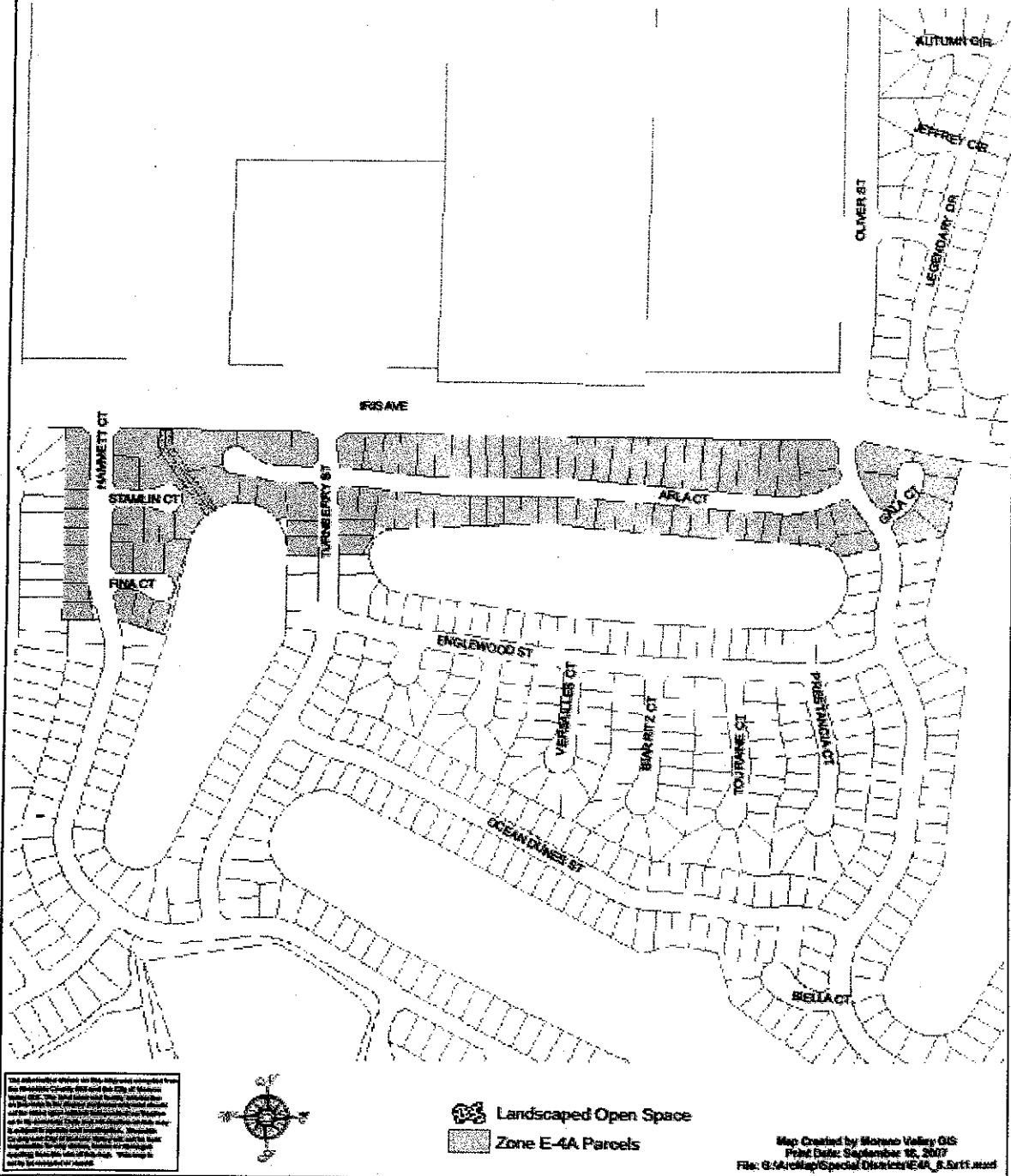
Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

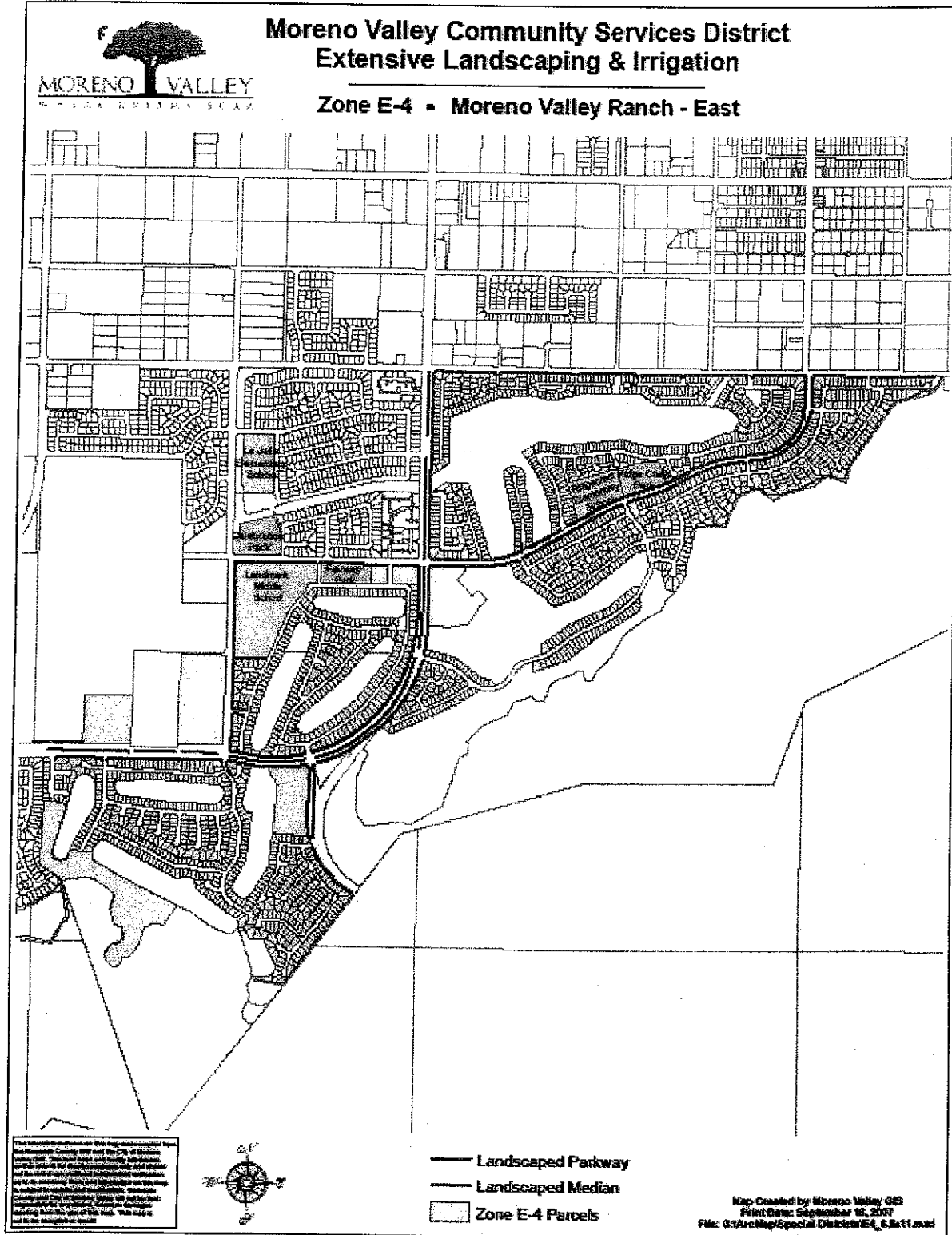
All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

# Moreno Valley Community Services District Extensive Landscaping & Irrigation

## Zone E-4A • Daybreak - Internal Landscape Maintenance



# 23. PROJECT LOCATION MAP



## **EXHIBIT B: District Responsibilities**

R.F.P. NOE-4/11

PROJECT NO. E-4/11

### **MORENO VALLEY RANCH-EAST/DAYBREAK MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION**

#### **1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the District by the Director of Public Works 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

R.F.P. NO E-4/11

PROJECT NO. E-4/11

### MORENO VALLEY RANCH-EAST/DAYBREAK MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

#### 1. CONTRACTOR'S COMPENSATION

- A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.
- B. 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 fourteen thousand, nine hundred and sixty three dollars and seventy-three/100 (\$14,963.73) 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 one hundred seventy-nine thousand, five hundred and sixty four dollars and seventy-six/100 (\$179,564.76), except as provided for in Section 2 below.
- C. 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, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's 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, Section 9, 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 of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, 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, Section 9. 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 \$14,800.00 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 Special 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 facsimile transmission, or in writing, or by telephone.

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**

R.F.P. NO. E-4/11  
PROJECT NO. E-4/11

**MORENO VALLEY RANCH-EAST/DAYBREAK  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION**

**1. TERM OF CONTRACT**

- A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (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**

R.F.P. NO. E-4/11  
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-4/11  
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: TRUGREEN LANDCARE

TYPE

- Sole proprietor \_\_\_\_\_
- Partnership   X
- Corporation \_\_\_\_\_

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:

1616 MARLBOROUGH AV. Bid. 5  
RIVERSIDE, CA. 92507

MAIN OFFICE PHONE NUMBER: 951-688-6880

SATELLITE OFFICE ADDRESS (if applicable):  
\_\_\_\_\_  
\_\_\_\_\_

SATELLITE OFFICE PHONE NUMBER \_\_\_\_\_

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548  
C-61, D-49, C-27

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10

LICENSE EXPIRATION DATE: 2-29-12

CURRENT LICENSE STATUS: ACTIVE

PRIOR ACTIONS AGAINST THIS LICENSE? Yes (No)

IF YES, LIST CITATION TYPE AND HOW RESOLVED: \_\_\_\_\_

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

E. NAME AND TITLE OF COMPANY OFFICERS:

<u>PATRICK SPAINHOUR</u>	<u>CEO</u>
<u>MAC McIlvried</u>	<u>PRESIDENT</u>
<u>MARK WESEL</u>	<u>REGION VICE PRESIDENT</u>
<u>MANNY MENDES</u>	<u>BRANCH MANAGER</u>

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 27

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 27

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: OVER 200

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 6%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: \_\_\_\_\_

\$ 3,600,000 out of RIVERSIDE BRANCH

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: <u>6</u>	AVERAGE WAGE SCALE: \$ <u>45-65</u> /K*Salary
TECHNICIANS: <u>10</u>	AVERAGE WAGE SCALE: \$ <u>15</u> /Hr.*
FOREMEN: <u>34</u>	AVERAGE WAGE SCALE: \$ <u>13.75</u> /Hr.*
LABORERS: <u>54</u>	AVERAGE WAGE SCALE: \$ <u>8.75</u> /Hr.*

\*Use 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: <u>PICK-UP F-150</u>	NUMBER: <u>15</u>
• TYPE: <u>STAKE BEDS</u>	NUMBER: <u>22</u>

- TYPE: DUMP TRUCKS F-450 NUMBER: 9
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_

## B POWER EQUIPMENT

- TYPE: MOWERS 21", 36", 48", 60" NUMBER: 64
- TYPE: BLOWERS NUMBER: 48
- TYPE: HEDGE TRIMMERS NUMBER: 47
- TYPE: WEEDEATERS NUMBER: 52

## I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. 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.
2. REFERENCE RESPONSES MUST INCLUDE:
  - A. NAME AND ADDRESS OF AGENCY;
  - B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
  - C. CONTRACT NAME(S) / NUMBER(S);
  - D. ANNUAL CONTRACT AMOUNT(S);
  - E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
  - F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
  - G. LENGTH OF CONTRACT(S).
3. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
  - A. How many (number) of contracts and years under contract?
  - B. What are/were the Scope of the contract(s), acreage amounts, location(s)?
  - C. What are/were the Contract amount(s)?
  - D. Do/did they have adequate (quantity/quality) staffing?
  - E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
  - F. Does staff have the ability to comprehend/speak English?
  - G. How are/were the appearance, uniforms, and use of safety equipment?
  - H. Do/did they have availability of additional personnel for extra work/special projects?
  - I. Is/was the equipment used in good working order?
  - J. Do/did they have an effective in-company communications system?
  - K. How is/was the knowledge of project/contract standards?
  - L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

References:

1. City of Rancho Cucamonga  
9153 9<sup>th</sup> Street  
Rancho Cucamonga CA 91730  
Don Gentry (909) 477-2700  
December 1999 to Present  
\$505,000.00 Annually  
Square Footage: 45 Acres.  
Areas Serviced: LMD's throughout the City
  
2. Marriott Desert Springs Villas  
1091 Pinehurst  
Palm Desert CA 92260  
Glenn Knorr (760) 779-1291  
2005 to Current  
\$536,400.00 Annually.  
Square Footage: 30 Acres.  
Areas Serviced: Common Areas & High Profile Areas.
  
3. City of Banning  
5261 W. Wilson  
Banning CA 92220  
Carl Szoyska (951) 922-3286  
September 2005 to Present  
\$31,000.00 Annually.  
Square Footage: 2.5 Acres.  
Areas Serviced: City Hall, Aquatic Center, Police Departments.

- M. 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)?
- N. How accurate & timely is/was billing/invoicing?
- O. Have Contract(s) been successfully completed to term?
- P. Would you accept future proposals/bids from this company?

**2. 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.

RIVERSIDE OFFICE  
1616 MARLBOROUGH AV. BLD. S  
RIVERSIDE, CA. 92507

- 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:** LAZER RIDING MOWER, 36" Walk behind Mower, 21" Mower, Power Edger, Hedge Trimmers, Blowers, Weed eater, Chain saw

2. **Motor Vehicles:**

1- Stake Bed F-350  
1- Pick-up F-150  
1- Spray Truck F-350 w/ Bubble Tanks.

3. **Turf Maintenance Power Equipment/Tools:**

Power Edgers & Mowers above under equipment.

4. Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:  
(List both powered and hand equipment/tools)

Vermeer 1800 Chipper  
Vermeer Stump grinder  
Hedge Trimmers, Weedeater

5. Irrigation System Maintenance Equipment:  
(List both powered and hand equipment/tools)

Irrigation Truck & Rain Master remote controls

6. Fertilizer Application Equipment:  
(List both powered and hand equipment/tools)

Lesco Spreader & Belly grinders

7. Pesticide Application Equipment:  
(List both powered and hand equipment/tools)

Spray Truck with Tanks & Lesco Back-Pack



- 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)

Conrado Sigala - Area Manager

Lori Ledesma - Office Admin

Foreman and labors who be assigned to job.

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo - Irrigation Tech

4. **Pesticide Application:**

(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Ray Velasquez - QAL 103311

Manny Mendes - QAL 100444

### 3. PROPOSED PROJECT WORK SCHEDULES

The following two pages contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in Exhibit A. Use additional sheets as necessary to provide a full and comprehensive response.

#### A. MONTHLY SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed on a weekly or monthly basis for the E-4 and E-4A areas in the box corresponding to the day of the week/month the work is proposed to be performed. List man-hours estimated to complete each task.
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 (Full and Reduced Service Levels)

1. List all tasks specified to be performed for the E-4 and E-4A 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. List man-hours estimated to complete each task.
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.

**PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE  
E-4 MONTHLY SCHEDULE SHEET**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>WEEK #1</b> -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks -Meeting Inspector 1 Hr 3 Man Crew 24 Hrs 1 Irrigator 8 Hrs	OFF
<b>WEEK #2</b> -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Man Crew - 32 Hrs. 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs 1 Irrigator 8 Hrs.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 3 Man Crew 24 Hrs. 1 Irrigator 8 Hrs.	OFF
<b>WEEK #3</b> -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Man Crew - 32 Hrs 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks -Meeting Inspector - 1 Hr. 3 Man Crew 24 Hrs 1 Irrigator 8 Hrs.	OFF
<b>WEEK #4</b> -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 3 Man Crew 24 Hrs. 1 Irrigator 8 Hrs.	OFF - Reports Submittals 1 Hr

WINTER SCHEDULE NOV - APRIL

**PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE  
E-4 MONTHLY SCHEDULE SHEET**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>WEEK #1</p> <ul style="list-style-type: none"> <li>-Detail Trimming</li> <li>-Trash Pick up</li> <li>-Weeding &amp; Spraying</li> <li>-Blowing Sidewalks.</li> <li>4 Men Crew 32 Hrs.</li> <li>1 Irrigator 8 Hrs.</li> </ul>		<ul style="list-style-type: none"> <li>-Mowing &amp; Edging</li> <li>-Trash Pick-up</li> <li>-Weeding</li> <li>-Blowing Sidewalks.</li> <li>4 Men Crew 32 Hrs</li> <li>1 Irrigator 8 Hrs.</li> </ul>	<p>Meeting Inspector - 1 Hr</p>	
<p>WEEK #2</p> <ul style="list-style-type: none"> <li>-Detail Trimming</li> <li>-Trash Pickup</li> <li>-Weeding &amp; Spraying</li> <li>-Blowing Sidewalks</li> <li>4 Men Crew 32 Hrs.</li> <li>1 Irrigator 8 Hrs.</li> </ul>		<ul style="list-style-type: none"> <li>-Mowing &amp; Edging</li> <li>-Trash Pick up</li> <li>-Weeding</li> <li>-Blowing Sidewalks</li> <li>4 Men Crew 32 Hrs.</li> <li>1 Irrigator 8 Hrs.</li> </ul>		
<p>WEEK #3</p> <ul style="list-style-type: none"> <li>-Detail Trimming</li> <li>-Trash Pickup</li> <li>-Weeding &amp; Spraying</li> <li>-Blowing Sidewalks</li> <li>4 Men Crew 32 Hrs.</li> <li>1 Irrigator 8 Hrs.</li> </ul>		<ul style="list-style-type: none"> <li>-Mowing &amp; Edging</li> <li>-Trash Pickup</li> <li>-Weeding</li> <li>-Blowing Sidewalks</li> <li>4 Men Crew 32 Hrs.</li> <li>1 Irrigator 8 Hrs.</li> </ul>		
<p>WEEK #4</p> <ul style="list-style-type: none"> <li>-Detail Trimming</li> <li>-Trash Pickup</li> <li>-Weeding &amp; Spraying</li> <li>-Blowing Sidewalks</li> <li>4 Men Crew 32 Hrs.</li> <li>1 Irrigator 8 Hrs.</li> </ul>		<ul style="list-style-type: none"> <li>-Mowing &amp; Edging</li> <li>-Trash Pickup</li> <li>-Weeding</li> <li>-Blowing Sidewalks.</li> <li>4 Men Crew 32 Hrs.</li> <li>1 Irrigator 8 Hrs.</li> </ul>		<p>Reports Submittals 1 Hr</p>

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE  
E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/2 day 8 HRS.	
WEEK #3		Irrigator 2 HRS.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #4		Meeting Inspector. 1/2 Hr.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing sidewalks. 2 Men Crew 1/2 day 8 HRS.	Report Submittals 1/4 Hr.

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE  
 E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/4 day 4 Hrs.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/4 day 4 Hrs.	
WEEK #3		Irrigator 1 Hr. Irrigator <sup>(mm)</sup> 1 Hr.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/4 day 4 Hrs.	
WEEK #4		Meeting Inspector 1/4 Hr.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/4 day 4 Hrs.	Reports Submittals 1/4 Hr.

**PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE  
E-4 ANNUAL SCHEDULE SHEET**

<p><b>JANUARY</b></p>	<p><b>FEBRUARY</b></p>	<p><b>MARCH</b></p> <ul style="list-style-type: none"> <li>- Turf Aeration</li> <li>- Growpower - Turf</li> <li>- Pre-emergent granual for bed areas.</li> </ul>
<p><b>APRIL</b></p> <p>23-5-10 / Best Poly Supreme (Shrub &amp; Ground Cover)</p>	<p><b>MAY</b></p>	<p><b>JUNE</b></p>
<p><b>JULY</b></p>	<p><b>AUGUST</b></p>	<p><b>SEPTEMBER</b></p> <p>23-5-10 / Best Poly Supreme (Shrub &amp; Ground Cover)</p>
<p><b>OCTOBER</b></p> <p>Turf Aeration</p> <p>Growpower - Turf</p> <p>- Pre-emergent granual for bed areas.</p>	<p><b>NOVEMBER</b></p>	<p><b>DECEMBER</b></p>

**PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE**  
E-4 ANNUAL SCHEDULE SHEET

<p><b>JANUARY</b></p>	<p><b>FEBRUARY</b></p> <p>Dimension Pre-emergent Fertilizer 22-06</p>	<p><b>MARCH</b></p>
<p><b>APRIL</b></p> <p>23-5-10 Best Poly Supreme (Shrubs &amp; Ground Cover)</p>	<p><b>MAY</b></p>	<p><b>JUNE</b></p> <p>22-5-5 Best Turf Gold</p>
<p><b>JULY</b></p>	<p><b>AUGUST</b></p>	<p><b>SEPTEMBER</b></p>
<p><b>OCTOBER</b></p> <p>22-5-5 Best Turf Gold</p>	<p><b>NOVEMBER</b></p>	<p><b>DECEMBER</b></p>



**PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE  
E-4A ANNUAL SCHEDULE SHEET**

<p><b>JANUARY</b></p>	<p><b>FEBRUARY</b></p>	<p><b>MARCH</b></p> <p><i>-Pre-emergent granual for bed areas.</i></p>
<p><b>APRIL</b></p> <p><i>23-5-10 / Best Poly Supreme (Shrub + Ground Cover)</i></p>	<p><b>MAY</b></p>	<p><b>JUNE</b></p>
<p><b>JULY</b></p>	<p><b>AUGUST</b></p>	<p><b>SEPTEMBER</b></p> <p><i>23-5-10 / Best Poly Supreme (Shrub + Ground Cover)</i></p>
<p><b>OCTOBER</b></p> <p><i>-Pre-emergent granual for bed areas.</i></p>	<p><b>NOVEMBER</b></p>	<p><b>DECEMBER</b></p>

**PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE**  
E-4A ANNUAL SCHEDULE SHEET

<p><b>JANUARY</b></p>	<p><b>FEBRUARY</b></p>	<p><b>MARCH</b></p>
<p><b>APRIL</b>                  23-5-10 Best Poly Supreme                  (Shrubs &amp; Ground Cover)</p>	<p><b>MAY</b></p>	<p><b>JUNE</b></p>
<p><b>JULY</b></p>	<p><b>AUGUST</b></p>	<p><b>SEPTEMBER</b></p>
<p><b>OCTOBER</b></p>	<p><b>NOVEMBER</b></p>	<p><b>DECEMBER</b></p>

## 4. 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
- Growpower Fertilizer	3500 lbs.	\$2050.00
- Best 23-5-10 Poly Supreme	3500 lbs.	\$1800.00

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
Riverdale Razor-Pro	28 Gal	\$550
Fusilade - Post grass control	3 QT.	\$250
Ronstar - Pre-emergent	35 Bags	\$3075
Snail bait	200 lbs.	\$475

## 5. COMMUNICATIONS, TRAFFIC SAFETY, &amp; 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.

In the Field 6:30 - 5:00 PM Area Manager - Cell phone  
 Office 8:00 - 4:30 PM Office Staff  
 After Hours 5:00 - 8:00 AM Emergency phone #

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.

Trugreen Workzone Safety program - All employees are certified (Safety Coordinator - Ray Velasquez) does weekly on site inspections and tailgate meetings. Traffic cones & arrow boards are used as needed.

**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.

Burrtec Industries

1850 AGUA MANSA RD.

Riverside, CA. 92509

951-685-5516



7. 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 Manuel Mendes  
PRINTED NAME MANUEL MENDES  
TITLE BRANCH MANAGER  
COMPANY NAME TRUGREEN LANDCARE  
DATE 02-17-11

**8. 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 TRUGREEN LANDCARE, 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 the terms of contract 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 Manuel Mendes  
NAME MANUEL MENDES  
TITLE BRANCH MANAGER  
COMPANY NAME TRUGREEN LANDCARE  
DATE 02-17-11



9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: TRUGREEN LANDSCAPE  
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-4 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 617,667 sq. ft.	\$ 0.015	\$9,265.00	\$111,180.00
		Turf: 588,060 sq. ft.	\$ 0.0089	\$5,233.73	\$ 62,804.76
	Reduced	Planter: 617,667 sq. ft.	\$ 0.0075	\$4632.50	\$ 55,590.00
		Turf: 588,060 sq. ft.	\$ 0.006	\$3348.36	\$ 40,180.32
E-4A LANDSCAPE PARKWAYS (currently full service)	Full	Planter 31,000 sq. ft.	\$ 0.015	\$ 465.00	\$ 5,580.00
	Reduced	Planter 31,000 sq. ft.	\$ 0.0075	\$ 232.50	\$ 2,790.00

The Total Amount of the Service Proposal shall be based on current service levels (Full service for E-4 Parkways & Medians and Full service for E-4A Parkways):

Figures: \$ 179,564 and 76 /100's Dollars

Words: One hundred seventy-nine thousand, five hundred sixty-four and seventy-six /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

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: Scope of Work 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). 0 has/have been received and is/are made a part of this proposal.

Yannal Yerdas 02-17-11  
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

## B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	\$ <u>8.00</u>	ea
2. 5 gal. shrub/vine/ground cover in place	@	\$ <u>25.00</u>	ea
3. 5 gal. tree in place (stakes included)	@	\$ <u>32.00</u>	ea
4. 15 gal. tree in place (stakes included)	@	\$ <u>80.00</u>	ea
5. 24" box tree in place (stakes included)	@	\$ <u>275.00</u>	ea
6. 36" box tree in place (guy wires included)	@	\$ <u>675.00</u>	ea
7. Flat of ground cover in place	@	\$ <u>23.00</u>	ea
8. Planter bed mulch in place	@	\$ <u>37.00</u>	/cu. yd
9. Additional labor	@	\$ <u>30.00</u>	/man hour
10. Additional Irrigation Technician	@	\$ <u>55.00</u>	/man hour

PROPOSER: TRUGREEN LANDCARE  
(Company Name)

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %
2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.
  - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.015 /sq. ft./mo.
  - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.0089 /sq. ft./mo.
3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.
  - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.0075 /sq. ft./mo.
  - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.006 /sq. ft./mo.
4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDCARE  
(Company Name)

10. 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, Section 9 (Schedule II) A. "Bid Schedule"):

One hundred seventy-nine thousand five hundred and sixty-four and seventy-six/100's Dollars  
(Dollar Amount in Words)

\$ 179,564.76  
(Dollar Amount in Figures)

Date: 02-17-11

Proposer: TRUGREEN LANDCARE  
(Company Name)

By: [Signature]  
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 C-27, D-49, C-61

If a corporation, complete the following:  
INCORPORATED UNDER LAWS OF THE STATE OF \_\_\_\_\_

(Corporate Seal) PRESIDENT \_\_\_\_\_  
SECRETARY \_\_\_\_\_

**11. AFFIRMATION OF PROPOSAL GUARANTEE**

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or 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 02-17-11

Signature of Proposer Samuel Gendler

By TRUGREEN LANDCARE

Address of Proposer 1616 Marlborough Av. Bld S  
Riverside, CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

\_\_\_\_\_

(If a Corporation)

Signature of Proposer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

# TRUGREEN LandCare<sup>sm</sup>

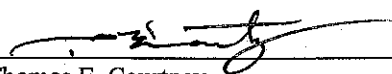
## DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for Moreno Valley Community Services District R.F.P. #E-4/11 – Maintenance of Parkway and Median Landscaping and Irrigation for Moreno Valley Ranch – East/Daybreak entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on February 16, 2012.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,  
Its: General Partner

By:   
Thomas E. Courtney  
Vice President & Associate General Counsel

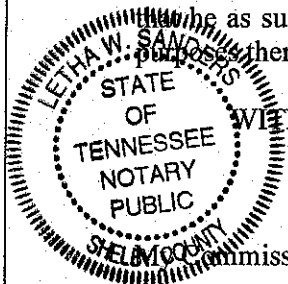
Dated: February 16, 2011

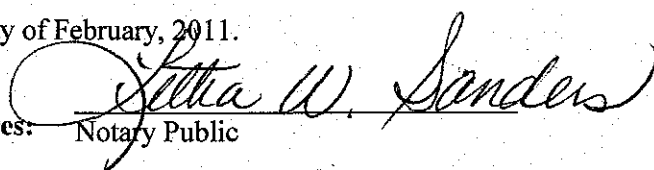
STATE OF TENNESSEE}  
COUNTY OF SHELBY}

Before me, Letha W. Sanders, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes herein contained.

WITNESS my hand, at office, this 16th day of February, 2011.

My Commission Expires: September 26, 2012  
Notary Public



  
Letha W. Sanders  
Notary Public



February 15, 2011

Manny Mendez  
TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP  
1616 Marlborough Ave., Bldg. S  
Riverside, CA 92507

Re: CITY OF MORENO VALLEY  
Project: Project No.E-4/11 - Moreno Valley Ranch-East/Daybreak, Maintenance of Parkway & Median Landscaping and Irrigation.  
Estimated Contract Price: \$ 185,000.00  
Bid Date: 2/17/2011  
Surety: LIBERTY MUTUAL INSURANCE COMPANIES

Dear Manny:

Enclosed please find the above captioned bid bond, executed per your request.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

  
Vivian Carti  
Senior Surety Analyst

Your bid results are very important, please mail or fax this information back to the address below within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place \_\_\_\_\_ And your price \$ \_\_\_\_\_

If awarded contract, is final bond required? Yes  No

12. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we TruGreen LandCare, a California  
General Partnership, as  
principals, and Liberty Mutual Insurance Company ~~ACXI~~ CA, a duly  
authorized corporate surety: Business Address 175 Berkeley Street, Boston, MA 02116

Phone (201) 327-6603, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of Bid Amount Dollars, (\$ 10% of Bid Amount), 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-4/11 - MORENO VALLEY RANCH-EAST/DAYBREAK, MAINTENANCE OF PARKWAY & MEDIAN 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 therefor 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 Bid Amount Dollars,

(\$ 10% of Bid Amount), as liquidated damages for such failure and neglect.

WITNESS our hands this 15th day of February, 2011

(SIGNATURE PAGE FOLLOWS)



Proposal Surety Bond (cont.)

PRINCIPAL  
TruGreen LandCare, a California  
Name: General Partnership  
Address: 1616 Marlborough Ave., Bldg. S  
Riverside, CA 92507

CORPORATE SURETY  
Name: Liberty Mutual Insurance Company A(x)CA  
Address: 175 Berkeley Street  
Boston, MA 02116

Tel. No.: (951) 688-6880

Tel. No.: (201) 327-6603

By: Cynthia Farrell  
Cynthia Farrell, Attorney-In-Fact

By: Vivian Carti  
Vivian Carti, 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.

13. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )§

(NAME) MANUEL MENDES, affiant  
being first duly sworn, deposes and says:

That he or she is BRANCH MANAGER of  
(sole owner, partner or other proper title)

TRUGREEN LANDCARE the party making the  
(Contractor)

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: TRUGREEN LANDCARE

Bidder's Address: 1616 Marlborough Av. Bld. S  
Riverside, CA 92507

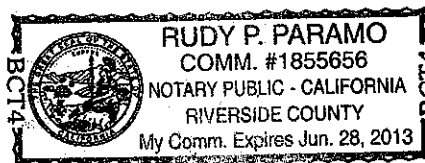
Telephone No.: (951) 688-6880

Manuel Mendes  
(Signature of Bidder)

BRANCH MANAGER  
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California County of Riverside  
Subscribed and sworn to (or affirmed) before me  
on this 17<sup>th</sup> day of February, 2011  
by Manuel Mendes  
proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.



Signature Rudy P. Paramo (Seal)

PRODUCER  
Aon Risk Services Central Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

CITY OF MORENO VALLEY  
SPECIAL DISTRICT

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE: (866) 283-7122

FAX: (847) 299-5380

2009 JAN 27 PM 12:28

INSURERS AFFORDING COVERAGE

NAIC

INSURED  
Trugreen Landcare, LLC  
860 Ridge Lake Blvd  
Memphis TN 38120 USA

INSURER A:	Zurich American Ins Co	16535
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO293865604 ✓	01/01/09	01/01/12	EACH OCCURRENCE	\$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$3,000,000
						GENERAL AGGREGATE	\$5,000,000
						PRODUCTS - COMP/OP AGG	Included
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	BAP2938657-04	01/01/09	01/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		EXCESS /UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	BE2227065 Umbrella	01/01/09	01/01/10	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293865404 AOS WC293865504 WI	01/01/09 01/01/09	01/01/12 01/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

RISK MANAGEMENT Approved

M. Alonzo 1-30-09

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
City of Moreno Valley is included as an Additional Insured on the General Liability per the attached CG2010 0704 and CG2037 0704 and Automobile Liability policies in accordance with written contract. Waiver of Subrogation applies to General Liability, Automobile Liability and workers' compensation.

RECEIVED

JAN 28 2009

RISK MANAGEMENT

CERTIFICATE HOLDER  
City of Moreno Valley  
Attn: Stuart Sheldon  
14325 Frederick Street, Suite 9  
Moreno Valley CA 92552 USA

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Aon Risk Services Central, Inc.









- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
  - CA Supplements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**LIBERTY MUTUAL INSURANCE COMPANY**

**175 BERKELEY ST  
BOSTON, MA 02116  
800-262-8238**

**Old Company Names**

**Effective Date**

**back to top**

**Agent For Service**

KAREN HARRIS  
C/O CORPORATION SERVICE COMPANY  
2730 GATEWAY OAKS DRIVE, SUITE 100  
SACRAMENTO CA 95833

**back to top**

**Reference Information**

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

**back to top**

**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

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**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY

MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

[back to top](#)

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**EXTENSION AGREEMENT**  
**PROJECT NO. E-4/11**  
**MORENO VALLEY RANCH-EAST/DAYBREAK**  
**MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and TruGreen Landcare (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 18, 2011 referencing Project No. E-4/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-4/11- Moreno Valley Ranch - East/Daybreak.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1 B. of the Agreement, this Extension shall be considered the first of four possible Extensions of this Agreement.
3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement in the total amount of **EIGHT THOUSAND FOUR HUNDRED FORTY-FIVE 86/100 (\$8,445.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED AND FIFTY 32/100 DOLLARS (\$101,350.32)**.
4. Notwithstanding, Exhibit E, Section B, 3. A. and B. on page 85, of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this Extension shall be as follows:
  - a. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.0075/sq.ft./mo.**
  - b. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.006/sq.ft./mo.**

EXTENSION AGREEMENT  
PROJECT NO. E-4/11 – MORENO VALLEY RANCH EAST/DAYBREAK  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$8,200.00)**.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT  
PROJECT NO. E-4/11 – MORENO VALLEY RANCH EAST/DAYBREAK  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

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

Moreno Valley  
Community Services District

Contractor: TruGreen Landcare

By: [Signature]  
Title: Mayor, Acting in the capacity of  
President of the Board of Directors of  
the Moreno Valley Community  
Services District

By: [Signature]  
Title: (President or Vice President)  
Tim Martinez, Region Manager

Date: 7/26/12

Date: \_\_\_\_\_

**INTERNAL USE ONLY**

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]  
City Attorney

7-9-12

Date

RECOMMENDED FOR APPROVAL:

[Signature]  
Department Head

7/19/12

Date

By: \_\_\_\_\_  
Title: Corporate Secretary or Assistant  
Secretary

Date: \_\_\_\_\_  
Affix Corporate Seal Below

PREMIUM \$ 1,014.00

EFFECTIVE: 07/01/12-06/30/13

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

**PROJECT NO. E-4/11  
R.F.P. NO. E-4/11  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen Landcare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated August 18, 2011, and identified as **PROJECT NO. E-4/11** 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 Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of One Hundred One Thousand Three Hundred Fifty and 32/100 dollars, (\$101,350.32), (words and figures) 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 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 City and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District 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)**

**BOND NO. 015030479**

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 26<sup>th</sup> day of June 2012.

**CONTRACTOR (Principal)**

**SURETY**

Name: TruGreen LandCare, a California General Partnership

Name: Liberty Mutual Insurance Company

Address: 1616 Marlborough Ave, Bldg S, Riverside, CA 92507

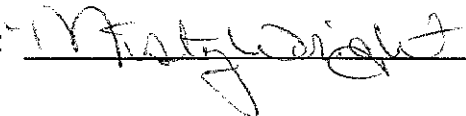
Address: 790 The City Drive South, Ste. 200 Orange, CA 92868

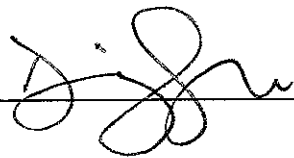
Telephone No: 951-688-6880

Telephone No: 714-634-3311

Print Name: Misty Wright, Attorney-In-Fact


Print Name: Dennis Langer, Attorney-In-Fact

Signature: 

Signature: 

Approved as to Form this

9<sup>th</sup> day of JULY 2012

  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

- 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 ACKNOWLEDGMENT

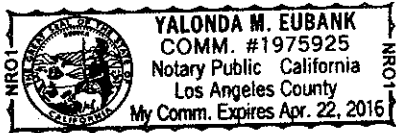
STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 before me, YALONDA M. EUBANK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared Misty Wright  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that ~~xx one/xxx~~ executed the same in ~~xx her/xxx~~ authorized capacity(ies), and that by ~~xx her/xxx~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.



Place Notary Seal Above

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 *Yalonda M. Eubank*  
Signature of Notary Public YALONDA M. EUBANK

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bond No.: 015030479

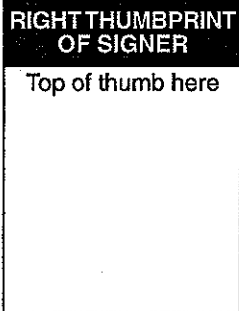
Document Date: JUNE 26, 2012 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

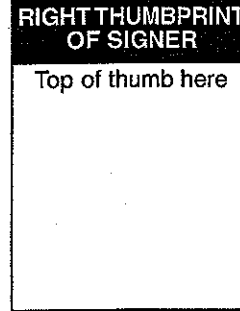
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 before me, YALONDA M. EUBANK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared DENNIS LANGER  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that ~~xx/he/xxx~~ executed the same in ~~xx/her/xxx~~ authorized capacity~~xxx~~, and that by ~~xx/her/xxx~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public YALONDA M. EUBANK

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bond No.: 015030479

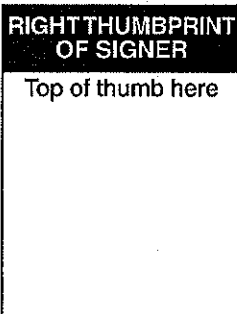
Document Date: JUNE 26, 2012 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

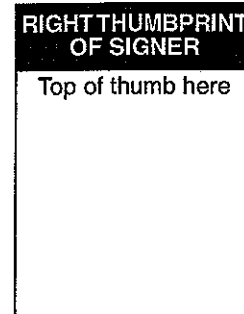
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

# TRUGREEN LandCare

## POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

### EMPLOYEE

### LOCATION

Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

### SUBSIDIARIES

### FEDERAL EMPLOYER IDENTIFICATION NUMBER

TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873



IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

**TruGreen LandCare L.L.C.**

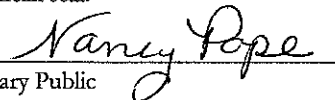
By:   
Vidyadhar Kulkarni, President & CEO

*(Signature to be notarized)*

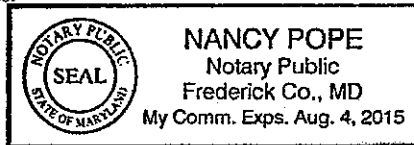
STATE OF MARYLAND;  
COUNTY OF FREDERICK;

On this 17<sup>th</sup> day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainor, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:



American Fire and Casualty Company Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company Peerless 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 Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER,

all of the city of LOS ANGELES, state of CALIFORNIA 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 5th day of March, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: [Signature]
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 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 Company, Peerless 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: [Signature]
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, West American Insurance Company and Peerless 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 attorney-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, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day JUN 26 2012 20.



By: [Signature]
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.

BOND NO. 015030479

DUPLICATED ORIGINAL

PREMIUM \$ Included In Performance Bond  
EFFECTIVE: 07/01/12-06/30/13

LABOR AND MATERIALS BOND  
(100% of Total Contract Amount)

PROJECT NO. E-4/11  
R.F.P. NO. E-4/11  
MAINTENANCE OF PARKWAY AND MEDIAN  
LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, and TruGreen Landcare, a California General Partnership, hereinafter designated as "Contractor" have entered into an Agreement whereby Contractor agrees to maintain certain designated public improvements, which said Agreement dated August 18, 2011, and identified as **PROJECT NO. E-4/11** 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 Liberty Mutual Insurance Company, 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 One Hundred One Thousand Three Hundred Fifty and 32/100 dollars, (\$101,350.32) (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.

**BOND NO. 015030479**

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 26<sup>th</sup> day of June,  
2012

**CONTRACTOR (Principal)**

**SURETY**

Name: TruGreen LandCare, a California  
General Partnership

Name: Liberty Mutual Insurance Company

Address: 1616 Marlborough Ave, Bldg S,  
Riverside, CA 92507

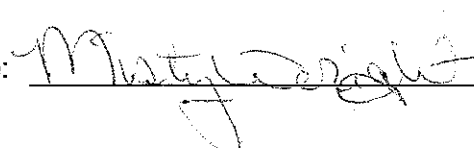
Address: 790 The City Drive South, Ste. 200  
Orange, CA 92868

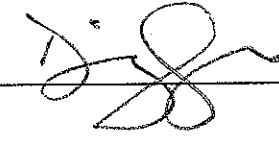
Telephone No: 951-688-6880

Telephone No: 714-634-3311

Print Name: Misty Wright, Attorney-In-Fact

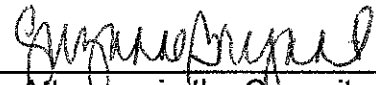
Print Name: Dennis Langer, Attorney-In-Fact

Signature: 

Signature: 

Approved as to Form this

10<sup>th</sup> day of JULY 2012

*Deputy*  
  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

- 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 ACKNOWLEDGMENT

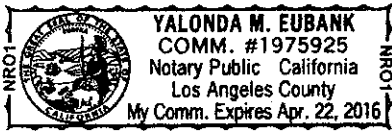
STATE OF CALIFORNIA

County of LOS ANGELES }

On JUNE 26, 2012 before me, YALONDA M. EUBANK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared Misty Wright  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that xx/one/xxx executed the same in ~~xxx/her/xxx~~ authorized capacity(ies), and that by ~~xx/her/xxx~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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 *Yalonda M. Eubank*  
Signature of Notary Public YALONDA M. EUBANK

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bond No.: 015030479

Document Date: JUNE 26, 2012 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

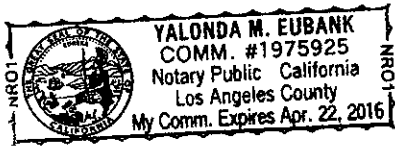
County of LOS ANGELES }

On JUNE 26, 2012  
Date

before me, YALONDA M. EUBANK, NOTARY PUBLIC  
Here Insert Name and Title of the Officer

personally appeared DENNIS LANGER  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that ~~xx/she/xxx~~ executed the same in ~~xxx/her/xxx~~ authorized capacity~~xxx~~, and that by ~~xxx/her/xxx~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.



Place Notary Seal Above

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 *Yalonda M. Eubank*  
Signature of Notary Public YALONDA M. EUBANK

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bond No.: 015030479

Document Date: JUNE 26, 2012

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

# TRUGREEN LandCare

## POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

### EMPLOYEE

### LOCATION

Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

### SUBSIDIARIES

### FEDERAL EMPLOYER

### IDENTIFICATION NUMBER

TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

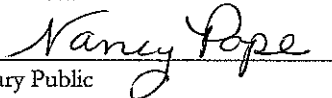
By:   
Vidyadhar Kulkarni, President & CEO

*(Signature to be notarized)*

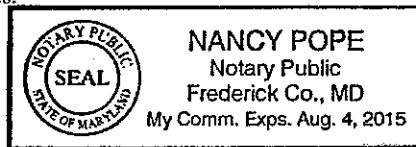
STATE OF MARYLAND;  
COUNTY OF FREDERICK}

On this 17<sup>th</sup> day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainer, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:





American Fire and Casualty Company Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company Peerless 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 Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER,

all of the city of LOS ANGELES, state of CALIFORNIA 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 5th day of March, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: [Signature]
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 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 Company, Peerless 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: [Signature]
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, West American Insurance Company and Peerless 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 attorney-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, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of JUN 26 2012.



By: [Signature]
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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2013 6/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1340830 TruGreen LandCare, L.L.C. 9416 Doctor Perry Road Ijamsville MD 21754	<b>INSURER A:</b> Zurich American Insurance Company <i>At(xv)</i> NAIC # 16535	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES** TRULA01 D6 **CERTIFICATE NUMBER:** 11855056 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input checked="" type="checkbox"/> LOC	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	BAP 4783594 01	4/29/2012	4/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			W/C STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.


## RISK MANAGEMENT

Approved

*Mr. Alonzo 6-27-12*

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachment

By  11855056 City of Moreno Valley 14177 Frederick Street PO Box 88005 Moreno Valley CA 92552	Date  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

**Additional Insured - Automatic - Owners, Lessees Or Contractors**

**ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4783593 01 ✓	4/29/2012	4/29/2013	4/29/2012			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** TruGreen Landcare, L.L.C.

**A. Section II - Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

**B.** The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

**C.** However, regardless of the provisions of Paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:

- a. That is not provided to you in this policy; or
- b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

- a. The Limits of Insurance provided to you in this policy; or
- b. The Limits of Insurance you are required to provide in the written contract or written agreement.

**D.** The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

**U-GL-1175-C CW (07/10)**

**Page 1 of 2**

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

U-GL-1175-C CW (07/10)

Page 2 of 2

Attachment Code: D464000  
Certificate ID: 11855056



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2013

6/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> TruGreen LandCare, LLC 1342002 9416 Doctor Perry Road Ijamsville MD 21754	<b>INSURER A:</b> Zurich American Insurance Company <i>AGNYA</i>		<b>NAIC #</b> 16535
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES** TRULA01 D6 **CERTIFICATE NUMBER:** 11855056 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	N	GLO 4783593 01 ✓	4/29/2012	4/29/2013	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 ✓ MED EXP (Any one person) \$ XXXXXXXX ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 10,000,000 ✓ PRODUCTS - COM/PROP AGG \$ 2,000,000 ✓ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE By _____ Date _____			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX ✓ BODILY INJURY (Per person) \$ XXXXXXXX ✓ BODILY INJURY (Per accident) \$ XXXXXXXX ✓ PROPERTY DAMAGE (Per accident) \$ XXXXXXXX ✓ \$ XXXXXXXX ✓
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX ✓ AGGREGATE \$ XXXXXXXX ✓ \$ XXXXXXXX ✓
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 4783592 01	4/29/2012	4/29/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓

**RISK MANAGEMENT Approved**  
*M. Belmont 6-21-12*

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

CITY OF MORENO VALLEY  
 SPECIAL AGENT  
 2012 JUN 25 PM 2:44

**CERTIFICATE HOLDER****CANCELLATION****11855056**
 City of Moreno Valley  
 14177 Frederick Street  
 PO Box 88005  
 Moreno Valley CA 92552

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: GLO 4783593-00 ✓  
ENDORSEMENT NO.: 1

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO478359301 ✓	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, LLC  
Address (including ZIP Code): 860 Ridge Lake Boulevard  
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



# CERTIFICATE OF LIABILITY INSURANCE

4/29/2013

DATE (MM/DD/YYYY)  
6/13/2012

EY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Zurich American Insurance Company		16535
<b>INSURED</b> 1342002 <del>TriGreen LandCare, LLC</del> 9416 Doctor Perry Road Ijamsville MD 21754	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** TRULA01 D6 **CERTIFICATE NUMBER:** 11855056 **REVISION NUMBER:** XXXXXXXX

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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE By _____ Date _____			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
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**RISK MANAGEMENT Approved**  
*M. Alonge 6-21-12*

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CITY OF MORENO VALLEY  
 SPECIAL AGENT  
 2012 JUN 20 AM 2:45

### CERTIFICATE HOLDER

### CANCELLATION

**11855056**  
 City of Moreno Valley  
 14177 Frederick Street  
 PO Box 88005  
 Moreno Valley CA 92552

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Timothy J. Jones*

POLICY NUMBER: GLO 4783593-00 ✓  
ENDORSEMENT NO.: 1

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

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at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



## B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	\$	<u>8.00</u>	ea
2. 5 gal. shrub/vine/ground cover in place	@	\$	<u>25.00</u>	ea
3. 5 gal. tree in place (stakes included)	@	\$	<u>32.00</u>	ea
4. 15 gal. tree in place (stakes included)	@	\$	<u>80.00</u>	ea
5. 24" box tree in place (stakes included)	@	\$	<u>275.00</u>	ea
6. 36" box tree in place (guy wires included)	@	\$	<u>675.00</u>	ea
7. Flat of ground cover in place	@	\$	<u>23.00</u>	ea
8. Planter bed mulch in place	@	\$	<u>37.00</u>	/cu. yd
9. Additional labor	@	\$	<u>30.00</u>	/man hour
10. Additional Irrigation Technician	@	\$	<u>55.00</u>	/man hour

PROPOSER: TRUGREEN LANDCARE  
(Company Name)

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %
2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.
  - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.015 /sq. ft./mo.
  - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.0089 /sq. ft./mo.
3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.
  - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.0075 /sq. ft./mo.
  - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.006 /sq. ft./mo.
4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDCARE  
(Company Name)

**MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report  
of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

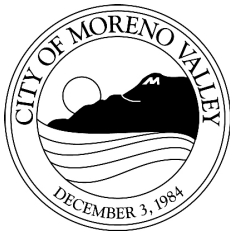
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**MINUTES - REGULAR MEETING OF APRIL 23, 2013 (Report  
of: City Clerk Department)**

**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>MJ</i>

## Report to City Council

---

**TO:** Mayor and City Council

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

**AGENDA DATE:** May 14, 2013

**TITLE:** A PUBLIC HEARING FOR A GENERAL PLAN AMENDMENT (PA12-0030) FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY 10 (RS10) AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5), AND TO MODIFY THE CIRCULATION ELEMENT; A CHANGE OF ZONE (PA12-0029) FROM R10, RS10 AND R15 TO R5; A TENTATIVE TRACT MAP 36436 (PA12-0005) TO SUBDIVIDE 43.52 ACRES INTO 159 SINGLE FAMILY RESIDENTIAL LOTS; A CONDITIONAL USE PERMIT (PA12-0004) FOR A PLANNED UNIT DEVELOPMENT; AND A VARIANCE (P12-129) FOR AN INCREASE IN RETAINING WALL HEIGHT ON THE PROPERTY LINES. THE APPLICANT IS CV –COMMUNITIES

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### RECOMMENDED ACTION

Recommendations: That the City Council:

1. ADOPT a Mitigated Negative Declaration for application PA12-0030 (General Plan Amendment), PA12-0029 Change of Zone, PA12-0005 Tentative Tract Map and PA12-0004 Conditional Use Permit.
2. INTRODUCE Ordinance No. 2013-867 approving PA12-0029 Change of Zone from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5).
3. ADOPT Resolution No. 2013-29 approving General Plan Amendment PA12-0030 from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5) and modifying the circulation element thereby establishing General Plan Land Use Map designations for the properties as described in the Resolution, and the revised General Plan Map.

4. ADOPT Resolution No. 2013-30 approving PA12-0005 Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots, PA12-0004 a Conditional Use Permit for the Planned Unit Development and P12-129 a Variance subject to the attached Conditions of Approval.

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

The Planning Commission, at its February 28, 2013 meeting recommended by a 5-0 vote with one absent, that the City Council adopt a Mitigated Negative Declaration for the project and approve the project as presented.

### **BACKGROUND**

The project area has current General Plan and Zoning designations for multi-family and small lot single family residential development. The proposed General Plan and Zoning amendments will provide for single family residential development with a new General Plan and Zoning designation of R5 (Residential up to 5 units per acre). The northerly portion of the project site on both sides of the channel is an approved tentative tract map for 57 single family lots. The proposed project would change the existing zoning on the site and supersede the approved tract including the following actions:

#### **General Plan Amendment**

The project includes a General Plan Amendment to modify the Land Use and Circulation Elements. The proposed tract eliminates the connection of Quincy Street to Brodiaea Avenue, a collector road in the General Plan between Brodiaea Avenue and Cactus Avenue. The Public Works-Transportation Engineering Division has reviewed the proposal and determined the elimination of the direct connection of these two streets will not have an impact on the surrounding area or the proposed project. Pedestrian and bicycle access between the two streets would be provided along the Quincy Street alignment by an adjacent multi-use trail, while vehicular access would be provided by Quincy to Cactus and adjacent tract streets to Brodeiaia. The project will be conditioned to name street "A" Quincy as the street name is of historical value as one of the original streets in the Valley dating back to 1891 of the Bear Valley Map.

The existing land use includes Residential single family 10 (RS10) with a maximum density of 10 units per acre, Residential 10 (R10) with a maximum density of 10 units per acre and Residential 15 (R15) multi-family with a maximum density of 15 units per acre. The proposed General Plan Amendment includes the land use change to Residential 5 (R5) which is the closest designation to the project design and density (5 units per acre) and is consistent with the surrounding residential area.



### **Change of Zone**

The proposed project includes a request for a Change of Zone. The current zoning is RS10, R10 and R15 which allows for small lots and multi-family projects. The proposed Change of Zone requests a Residential 5 (R5) zone to provide for single family residential lots larger than the existing zoning allows. The R5 zoning provides the closest density to the proposed development and is consistent with the existing adjacent single family developments.

### **Tentative Tract Map 36436**

The Tentative Tract Map will subdivide 43.52 net acres into 159 residential lots. The lots will range from 6,000 square feet to 15,298 square feet with a proposed density of 4.41 units per gross acre. The Tentative Map will include a multi-use trail extending along Brodiaea Avenue and south to Cactus Avenue adjacent to the Quincy Channel. The Quincy Channel will remain in the same location.

The design of the tract includes 45 lots on the west side of the channel with the remaining 114 on the east side of the channel. Two water quality basins will be constructed one on each side of the channel.

The maximum density of the R5 is five (5) units per acre. The proposed tract has a density of 4.41 units per gross acre, well below the R5 maximum.

### **Conditional Use Permit for a Planned Unit Development**

The proposed project includes a Conditional Use Permit for a Planned Unit Development (PUD). The purpose of the PUD is to provide specific development guidelines for this project. A PUD provides for greater innovation in housing development including a variation in lot sizes and amenities not found in standard housing tracts.

The proposed PUD provides guidelines for multiple architectural styles of housing. The proposed design standards meet or exceed City-wide standards in the Municipal Code. All development within the tract is required to meet the standards as stated in the PUD including plotting, setbacks and four sided architecture. The PUD will require a pedestrian oriented environment. The multi-use trail along the Quincy Channel will include exercise equipment with parking provided along the trail to encourage usage. Enhanced landscaping and a multi-use trail are provided on Brodiaea Avenue. Entry monuments will be provided at lots 33 and 158 along Cactus Avenue to include decorative stone pilasters, a stone seatwall, arbors and enhanced landscaping.

### **Variance**

A Variance is proposed to allow for an increase in the retaining wall height on the south east and west portion of the project. The City's Municipal Code allows for a maximum

of 3 feet in height for a retaining wall along a property line. The applicant was unsuccessful in obtaining an approval for off-site grading from the adjacent property owner. The provision of on-site rear yard slopes would result in a reduction in usable rear yard area and privacy. Development of the adjacent site will likely require higher grades to drain that property, with a future developed condition with little or no visible retaining wall.

## **DISCUSSION**

A Planning Commission public hearing for the project was conducted on February 28, 2013 including considering actions for 1) General Plan Amendment, 2) Change of Zone, 3) Tentative Tract Map 36436, 4) Conditional Use Permit and 5) a Variance. The Commission had several questions regarding the water quality basins and the existing and future impacts to the Quincy Channel relating to the potential for flooding. Based on the design of the project, the proposed modifications will assist in the capacity the channel will handle.

There were no public comments regarding the proposed project, General Plan Amendment, Change of Zone, Tentative Tract Map or Variance.

The Planning Commission made no changes to draft project conditions of approval as presented to them. The Planning Commission recommended approval of the project.

## **ENVIRONMENTAL**

The project site is a 43.52 acre site located on the on the south side of Brodiaea Avenue to Cactus Avenue on both the east and west sides of the Quincy Channel. The proposed Plot Plan with the approval of the General Plan Amendment and the Change of Zone will be consistent with the General Plan and the zoning for the site.

The environmental impacts of the proposed change have been considered as part of the review of the project and have been determined to be less than significant with mitigation. The mitigation includes compliance with South Coast Air Quality Management District's Rule 403 to reduce construction and grading emissions and dust, a pre-construction Burrowing Owl Survey as required by the Western Riverside Multi-Species Conservation Plan, coordination and permitting from the California Department of Fish and Wildlife (CDFG), Army Corp of Engineers and, Regional Water Quality Board, pursuant to State and Federal regulations and grading monitoring coordination with the Pechanga Indian Tribe pursuant to SB18 tribal consultation.

The Initial Study completed for the project was sent to Regional Water Quality Control Board, CDFG, the local Indian Tribes per SB18 list from the Native American Heritage Commission and with and the State of California Office of Planning Research in accordance with the California Environmental Quality Act.

The project site contains a portion of the Quincy Channel, portions which are within the jurisdiction of the Corps, CDFG and Regional Board. The impacts to jurisdictional waters will require a CWA Section 404 permit from the Corps, a CWA Section 401 Water Quality Certification and/or Section 13260 Report of Waste Discharge from the Regional Board, and a Fish and Game Code Section 1602 Streambed Alteration Agreement from CDFG. The project shall mitigate permanent impacts to jurisdictional waters with Mitigation Measures. The project will not result in significant indirect impacts to special-status biological resources. The project site is not located adjacent to the MSHCP Conservation Area and therefore the project is not required to implement measures pursuant to the MSHCP Urban Wildland Interface Guidelines. The project will pay mitigation fees required by the MSHCP. Because the project is consistent with the MSHCP and with mitigation measures to be implemented, the cumulative impacts attributed to the project would be reduced to below a level of significance.

A preliminary Water Quality Management Plan (WQMP) was reviewed by the City's Land Development Division. The plan reviewed on-site drainage and has incorporated post construction best management practices (BMPs) into the site plan. Two water quality basins are included in the design of the project. A final WQMP is required to be submitted and approved prior to the approval of any grading plans.

A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys and the 30-day pre-construction will be required prior to grading.

## **ALTERNATIVES**

1. The City Council could approve the project.
2. The City Council could deny the project. If denial of the project is chosen, it is recommended that the item be continued in order to complete the necessary resolution and findings for a denial.
3. The City Council could modify the project as presented.
4. The City Council could refer the project back to the Planning Commission with direction.

## **SUMMARY**

The applicant, CV Communities, LLC., has submitted an application for a Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots. The application includes a Conditional Use Permit for a Planned Unit Development, a Variance for higher retaining walls due to the change in grade from the adjacent parcel to the east, a Change of Zone modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5)

with lots ranging from 6,000 to 15,298 square feet and a General Plan Amendment to remove Quincy Street from the circulation element of the General Plan and provide a General Plan designation of Residential 5.

**NOTIFICATION**

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

**ATTACHMENTS**

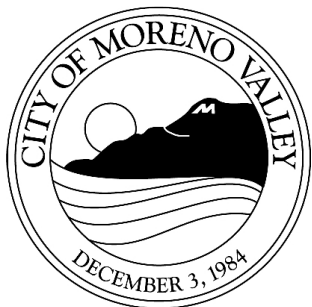
1. Public Hearing Notice
2. Proposed Ordinance
3. Proposed Resolution
4. Proposed Resolution
5. Planning Commission Staff Report dated February 28, 2013
6. Planning Commission Minutes for Item #1 from February 28, 2013 meeting
7. Initial Study
8. Project Plans
9. Planned Unit Development Guidelines
10. Proposed Mitigation Monitoring Plan

Prepared By:  
 Julia Descoteaux  
 Associate Planner

Department Head Approval:  
 Barry Foster  
 Community & Economic  
 Development Director

Concurred By:  
 John Terell  
 Planning Official

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



# Notice of PUBLIC HEARING

This may affect your property. Please read. Notice is hereby given that a Public Hearing will

be held by the City Council of the City of Moreno Valley on the following item(s):

- CASES :**
- PA12-0004 (Conditional Use Permit PUD)**
  - PA12-0005 (Tentative Tract Map for PUD)**
  - PA12-0029 (Change of Zone)**
  - PA12-0030 (General Plan Amendment)**
  - P12-129 (Variance)**

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

**APPLICANT/OWNER:** CV Communities

**REPRESENTATIVE:** Ryan Thomas

**LOCATION:** South of Brodiaea to Cactus & east and west of the Quincy Channel (478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009)

**PROPOSAL:** Tentative Tract Map 36436, a Conditional Use Permit, a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment to be consistent with the proposed development and the surrounding area and a Variance proposed for higher retaining walls due to the change in grade from the adjacent parcels to the east and west.

**ENVIRONMENTAL DETERMINATION:** The project does not have the potential for any significant impacts on the environment. Therefore, the adoption of a Mitigated Negative Declaration is recommended.

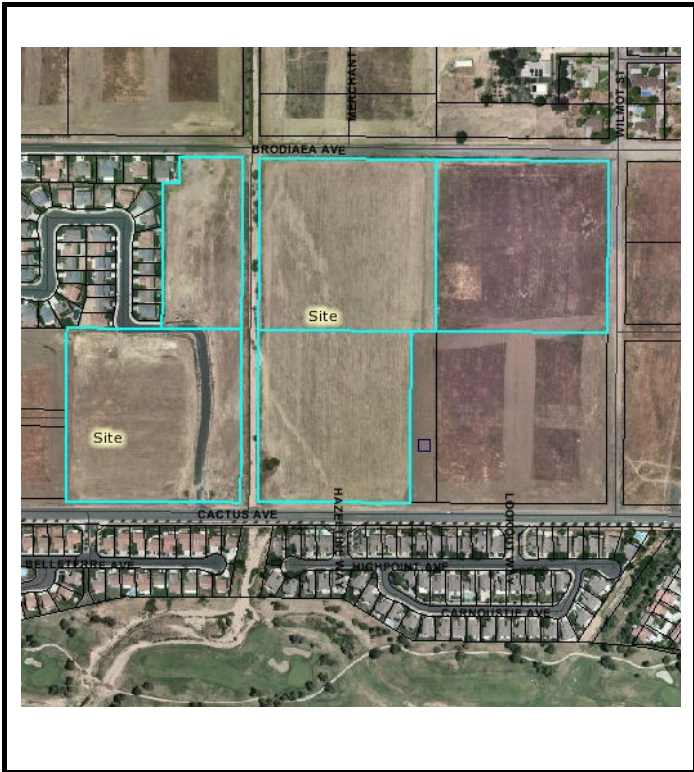
**COUNCIL DISTRICT:** No. 3

**STAFF RECOMMENDATION:** Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.



## LOCATION CITY COUNCIL HEARING

City Council Chamber, City Hall  
14177 Frederick Street  
Moreno Valley, Calif. 92553

**DATE AND TIME:** May 14, 2013 at 6:00 PM  
**CONTACT PLANNER:** Julia Descoteaux  
**PHONE:** (951) 413-3209

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## ORDINANCE NO. 867

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0029 (ZONE CHANGE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 43.52 ACRES FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY (RS10), AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5) FOR ASSESSORS PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provision of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Page 101 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Change (PA12-0029).

1.4 An Initial Study has been completed for PA12-0029 (Zone Change). Based upon the Initial Study, a determination has been made that, as designed and conditioned, this project will not result in the potential for significant impacts to the environment. Therefore, adoption of a Mitigated Negative Declaration is appropriate.

SECTION 2. Findings

2.1 With respect to the proposed change to page 101 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on May 14, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies** – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

**FACT:** The project includes a Change of Zone from R10, RS10 and R15 to R5. The proposed Change of Zone to R5 is consistent and compatible with the surrounding area and with the goals and objectives of the City's General Plan. The current General Plan designation is Residential 10 and 15. The proposed General Plan

Amendment will modify the existing land use to R5 providing consistency with the proposed zoning.

The multi-family area eliminated with this modification has no impact on the compliance with the Housing Element since this multi-family is not counted towards meeting the affordable housing capacity goal.

There will still be sufficient multi-family zoning within the vicinity of the project.

- 2. **Conformance with the Zoning Regulations** – The proposed zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

**FACT:** The current zoning includes R10, RS10 and R15 which allows for single and multi-family development. The proposed R5 zoning will provide for a variation in lot sizes, is compatible with the proposed zoning and consistent with the surrounding area which includes developed single family residential.

- 3. **Health, Safety and Welfare** – The proposal will not be detrimental to the public health, safety or welfare.

**FACT:** The proposed Change of Zone will not adversely affect the public health, safety or general welfare. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Mitigated Negative Declaration is recommended.

- 4. **Conformance with Title 9** – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

**FACT:** The applicant has bet the City’s Municipal Code and other regulations to change the zone. As proposed, the zone change from Residential 10, Residential Single Family 10 and Residential15 to Residential 5 and intent of Title 9.

SECTION 3. Zone Change

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts a Zone Change to change the zoning districts from Residential 10, Residential Single Family 10 and Residential 15 to Resdential 5 for the approximately 43.52 acres located between Brodiaea Avenue and Cactus Avenue on both sides of the Quincy Channel, subject to the revised zoning designation depicted in the attached Exhibit A.

SECTION 4. EFFECT OF ENACTMENT:



4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5. NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6. EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 28<sup>th</sup> day of May, 2013.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

**ORDINANCE JURAT**

3  
Ordinance No. 867  
Date Adopted: May 28, 2013

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. 867 had its first reading on May 14, 2013 and had its second reading on May 28, 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 28th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

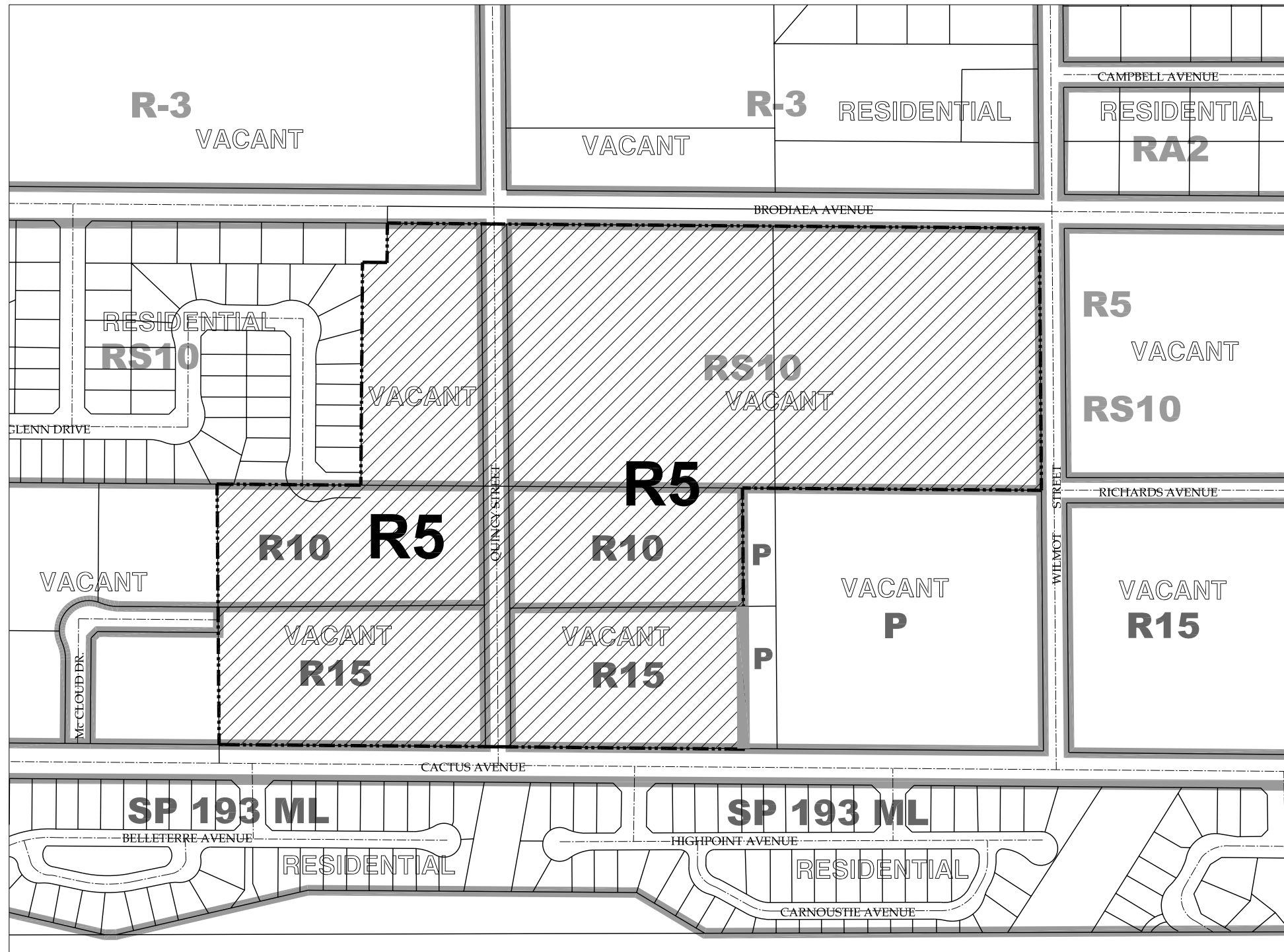
(Council Members, Mayor Pro Tem and Mayor)

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CITY CLERK

(SEAL)

4  
Ordinance No. 867  
Date Adopted: May 28, 2013



**GENERAL NOTES**

ASSESSORS PARCEL NUMBERS:  
478090007, 478090036, 478100009, 478100010, 478100034

GROSS ACREAGE: 43.52 AC  
NET ACREAGE: 36.03 AC

GROSS DENSITY: 3.65 UNITS PER ACRE  
NET DENSITY: 4.41 UNITS PER ACRE

R-5 ZONING MAXIMUM: 43.52 \* 5 DU/AC = 218 UNITS  
R-5 ZONING MAXIMUM (NET DENSITY): 36.03 \* 5 DU/AC = 180 UNITS

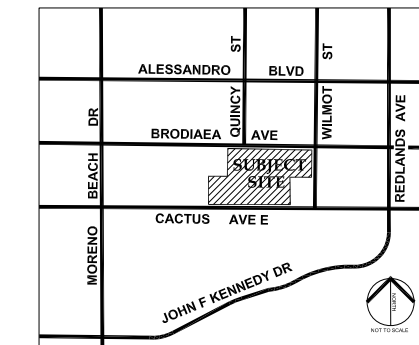
**ZONING LEGEND**

- RA2 RESIDENTIAL AGRICULTURE: MAX 2DU/AC
- R3 RESIDENTIAL: MAX 3 DU/AC
- R5 RESIDENTIAL SINGLE FAMILY: MAX 5 DU/AC
- R10 MULTI-FAMILY
- RS10 RESIDENTIAL SINGLE FAMILY: MAX 10 DU/AC
- SP193ML MEDIUM LOW DENSITY RESIDENTIAL
- P PUBLIC

**SYMBOL LEGEND**

- CURRENT ZONE **RS10**
- EXISTING USE VACANT
- SITE BOUNDARY **-----**
- PROPOSED ZONE **R5**

**VICINITY MAP**



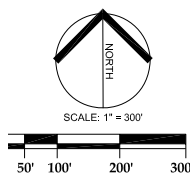
**OWNER:**  
CV COMMUNITIES, LLC  
1900 QUAIL STREET  
NEWPORT BEACH, CA 92660  
(909) 376 5522

**APPLICANT:**  
CV COMMUNITIES, LLC  
1900 QUAIL STREET  
NEWPORT BEACH, CA 92660  
(909) 376 5522

**PREPARED BY:**  
ROME PLANNING  
1360 REYNOLDS AVE, SUITE 110  
IRVINE, CA 92614  
(949) 855 6370

-957-

Item No. E-1



**CHANGE OF ZONE**  
**TRACT 36436**  
**City of Moreno Valley**

5  
Ordinance No. 867  
Date Adopted: May 28, 2013

CV COMMUNITIES  
APRIL 11, 2013

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RESOLUTION NO. 2013-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0030, A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE OF 43.52 ACRES FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY 10 (RS10) AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5) AND MODIFY THE CIRCULATION ELEMENT TO ELIMINATE THE CONNECTION OF QUINCY STREET FROM BRODIAEA AVENUE TO CACTUS AVENUE LOCATED SOUTH OF BRODIAEA TO CACTUS & EAST AND WEST OF THE QUINCY CHANNEL ASSESSOR PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009.

WHEREAS, the applicant, CV Communities, has filed an application for a General Plan Amendment as described in the title of this resolution; and

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with application PA12-0030, as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed General Plan Amendment will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment (PA12-0030). At said meeting, the Planning Commission recommended approval of General Plan Amendment PA12-0030 to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject General Plan Amendment;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

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

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1  
Resolution No. 2013-29  
Date Adopted: May 14, 2013

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

**FACT:** The proposed General Plan Amendment will modify the existing land use designations for a portion of the project site to R5 to be consistent with the balance of the site and the proposed project zoning. The Amendment will also modify the Circulation Element eliminating the residential collector designation for Quincy Street from Brodiaea Avenue to Cactus Avenue. The proposed amendment will not have a significant impact on the surrounding area or the circulation of the new tract. The revision to the Circulation Element is supported by a traffic analysis approved by the City Transportation Engineer.

The multi-family area eliminated with this modification has no impact on the compliance with the Housing Element since this multi-family is not counted towards meeting the affordable housing capacity goal.

There will still be sufficient multi-family zoning within the vicinity of the project.

2. Health, Safety and Welfare – The proposed general plan amendment will not be detrimental to the public health, safety or welfare.

**FACT:** The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Mitigated Negative Declaration is recommended.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HERBY APPROVES Resolution No. 2013-29 approving PA12-0030, thereby establishing General Plan Land Use and modification of the Circulation Element as described in the Resolution, and the revised General Plan map attached to the Resolution as Exhibit A.

2  
Resolution No. 2013- 29  
Date Adopted: May 14, 2013

APPROVED AND ADOPTED this 14<sup>th</sup> day of May, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

3  
Resolution No. 2013- 29  
Date Adopted: May 14, 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. 2013-29 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14<sup>th</sup> day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

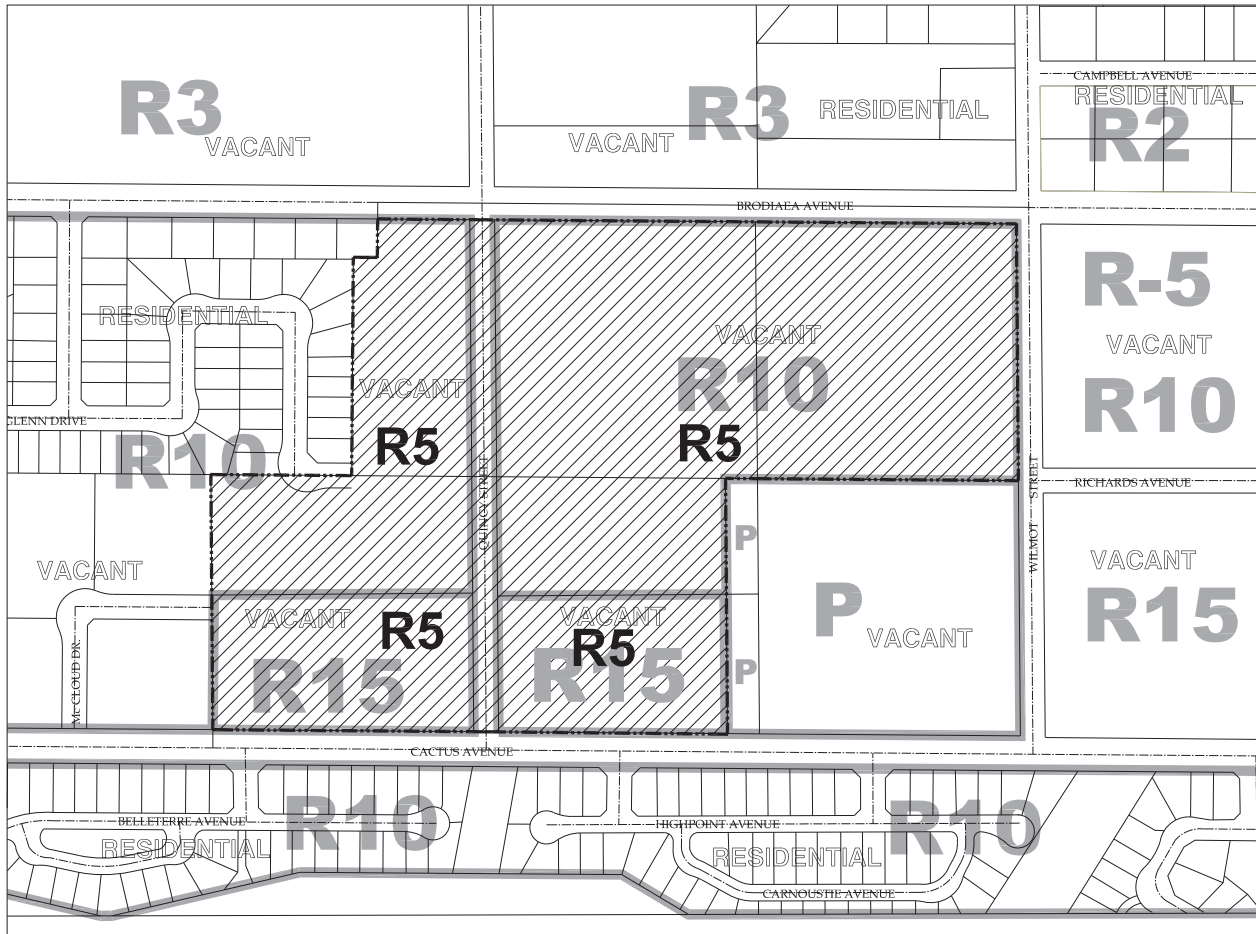
\_\_\_\_\_  
CITY CLERK

(SEAL)

4  
Resolution No. 2013- 29  
Date Adopted: May 14, 2013



# Exhibit A



### GENERAL NOTES

ASSESSORS PARCEL NUMBERS:  
478090007, 478090036, 478100009, 478100010, 478100034

GROSS ACREAGE: 43.52 AC  
NET ACREAGE: 36.03 AC

GROSS DENSITY: 3.65 UNITS PER ACRE  
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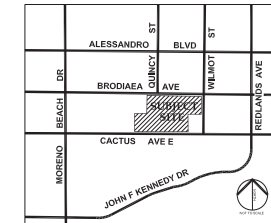
### LAND USE LEGEND

- R2 RESIDENTIAL MAX: 2 DU/AC
- R3 RESIDENTIAL MAX: 3 DU/AC
- R5 RESIDENTIAL MAX: 5 DU/AC
- R10 RESIDENTIAL MAX: 10 DU/AC
- R15 RESIDENTIAL MAX: 15 DU/AC
- P PUBLIC FACILITIES

### SYMBOL LEGEND

- EXISTING DESIGNATION **R15**
- EXISTING USE **RESIDENTIAL**
- SITE BOUNDARY **-----**
- PROPOSED DESIGNATION **R5**

### VICINITY MAP

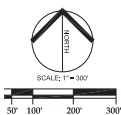


**OWNER:**  
CV COMMUNITIES, LLC  
1900 QUAIL STREET  
NEWPORT BEACH, CA 92660  
(909) 376-5522

**APPLICANT:**  
CV COMMUNITIES, LLC  
1900 QUAIL STREET  
NEWPORT BEACH, CA 92660  
(909) 376-5522

**PREPARED BY:**  
ROME PLANNING  
1360 REYNOLDS AVE, SUITE 110  
IRVINE, CA 92614  
(949) 855-6370

## GENERAL PLAN AMENDMENT TRACT 36436 City of Moreno Valley



CV COMMUNITIES  
APRIL 11, 2013

-963-

Item No. E.1

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RESOLUTION NO. 2013-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0005 TENTATIVE TRACT MAP 36436, PA12-0004 A CONDITIONAL USE PERMIT AND P12-129 A VARIANCE LOCATED SOUTH OF BRODIAEA TO CACTUS & EAST AND WEST OF THE QUINCY CHANNEL ASSESSOR PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009.

WHEREAS, the applicant, CV Communities, has filed an application for a Tentative Tract Map as described in the title of this resolution; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservation and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications reservations and other exactions as provided herein;

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with applications PA12-0004, PA12-0005 and P12-129 as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed Tentative Tract Map, Conditional Use Permit and Variance will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a Tentative Tract Map (PA12-0005) to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject Tentative Tract Map, Conditional Use Permit and Variance.

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

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1  
Resolution No. 2013-30  
Date Adopted: May 14, 2013

## Section 1

1. That the proposed land division is consistent with applicable general and specific plans;

**FACT:** Tentative Tract Map 36436 will subdivide 43.52 acres into 159 single family residential lots. The project as proposed is consistent with the City's General Plan. With the approval of the General Plan Amendment and Change of Zone, the project will be consistent with the proposed zoning and the General Plan. The proposed density of 3.65 units per acre is well under the maximum of 5 permitted in the R5 land use district. The project is not within a Specific Plan.

2. That the site of the proposed land division is physically suitable for the type of development;

**FACT:** The site has mostly level topography with no serious hazardous conditions noted. The proposal is to protect the Quincy Channel with development occurring outside of the banks of the channel and any alterations required of the Channel consistent with the City and required State agencies. Overall, the project site is well suited to single-family residential development with a prior tentative tract map approved for a portion of the site.

3. That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat;

**FACT:** The site is vacant and gently sloping with no serious physical constraints and is physically suitable for the proposed density. The project is comprised of 159 single family lots in the R5 zone which will have lots from 6,000 square feet to 15,298 square feet with development standards as stated in the Planned Unit Development requirements submitted in conjunction with the proposed map. The project as planned and conditioned is consistent with the surrounding development.

The project site is comprised of 43.52 acres located on the south side of Brodiaea Avenue and on the west side of Quincy Street and the east side of Quincy Channel south to Cactus Avenue. The channel will be improved in accordance with the District's Master

2  
Resolution No. 2013-30  
Date Adopted: May 14, 2013

Drainage Plan. The entire channel at this location will be permanently disturbed in association with expansion and reconfiguration improvements to the Quincy Channel. The following agency jurisdictions have the potential to be impacted, Regional Control Board, Army Corp of Engineers and California Department of Fish and Game. The project will be conditioned to coordinate with the above agencies prior to any disturbance of the site.

The project site is located in an area that the Riverside County Integrated Plan (RCIP) has identified as having the potential for burrowing owl habitat. A Biological report was completed for the project stated the site contains suitable habitat with the potential to support burrowing owls. However, no burrowing owls, or any indication of past owls were detected on the site. A 30-day pre-construction survey will be required prior to any grading on the site.

4. That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems:

**FACT:** As conditioned, the proposed land division would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the subdivision. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

5. That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision:

**FACT:** The proposed tentative parcel map will not adversely affect the public health, safety or general welfare. Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of Mitigated Negative Declaration is recommended.

6. That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision; and

**FACT:** The size, configuration and orientation of most of the lots in this land division allow solar access for passive heating. All lots

3  
Resolution No. 2013-30  
Date Adopted: May 14, 2013

provide opportunities for placement of shade trees and other vegetation for cooling.

7. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

**FACT:** The land division will allow development of 159 housing units near the maximum density allowed, thereby maximizing the housing potential of the subject site. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, future residents will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

## Section 2

WHEREAS, the applicant, CV Communities, has filed an application for a Conditional Use Permit as described in the title of this resolution; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservation and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications reservations and other exactions as provided herein;

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with applications PA12-0004, PA12-0005 and P12-129 as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed Tentative Tract Map, Conditional Use Permit and Variance will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit (PA12-0004) to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject, Conditional Use Permit.

4  
Resolution No. 2013-30  
Date Adopted: May 14, 2013

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

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. **Conformance with General Plan Policies** – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

**FACT:** Pursuant to the approval of the proposed General Plan Amendment, the proposed Conditional Use Permit for a Planned Unit Development is consistent with the General Plan which encourages innovation in single family residential development.

2. **Conformance with Zoning Regulations** – The proposed use complies with all applicable zoning and other regulations.

**FACT:** Pursuant to the approval of the proposed Change of Zone, the proposed Conditional Use Permit for a Planned Unit Development is consistent with the City's zoning regulations.

3. **Health, Safety and Welfare** – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

**FACT:** The proposed project would not be detrimental to the public health safety or welfare. An initial study of the potential environmental impacts associated with the project has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Mitigated Negative Declaration is recommended.

4. **Location, Design and Operation** – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

**FACT:** The Planned Unit Development includes 159 single family lots which will be consistent with the existing residential

5  
Resolution No. 2013-30  
Date Adopted: May 14, 2013

properties to the east, west and south. Properties to the north are zoned with R3 which allows for larger single family lots. The street width of Brodiaea Avenue and the multi-use trail along the south side of Brodiaea provides for a large buffer between the two zoning designations.

The tract will enter from Cactus Avenue and will include entry monuments and a multi-use trail along the Quincy Channel with exercise equipment stations along the trail and parking adjacent to the trail on Quincy Avenue.

### **Section 3**

WHEREAS, the applicant, CV Communities, has filed an application for a Variance (P12-129) as described in the title of this resolution;

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservation and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications reservations and other exactions as provided herein;

WHEREAS, the environmental assessment, including and Environmental Initial Study, has been prepared to address the environmental impacts associated with applications PA12-0004, PA12-0005 and P12-129 as described above and a Mitigated Negative Declaration has been adopted pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed Tentative Tract Map, Conditional Use Permit and Variance will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on February 28, 2013, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit (PA12-0004) to the City Council; and

WHEREAS, on May 14, 2013 the City Council of the City of Moreno Valley held a public hearing to consider the subject Variance.

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

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

6  
Resolution No. 2013-30  
Date Adopted: May 14, 2013



1. That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship not otherwise shared by others within the surrounding area or vicinity;

**FACT:** That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship for the property owner. Section 9.08.070 2i states that retaining walls on the property line shall not exceed three feet in height. The affected area is the south, west and east portions of the site adjacent to the property lines where the difference in grade from the adjacent properties would require the height of the retaining wall to exceed the City standard of 3 feet maximum on the property line. The applicant discussions with the adjacent property owner for permission to grade off-site which would have reduced the height of the wall were unsuccessful.

2. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property which do not apply generally to other properties in the vicinity and under the same zoning classification;

**FACT:** The difference in grade from the adjacent property will require a retaining wall due to the inability to obtain permission to perform off-site grading.

3. That strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the vicinity and under the same zoning classification;

**FACT:** The strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the vicinity. The project meets the zoning (with the approval of the included Change of Zone and General Plan Amendment) requirement which allows the residential uses. Properties to the north, south, east and west are have similar and compatible single family zoning designation both developed and undeveloped.

4. That the granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on the other properties in the vicinity and under the same zoning classification;

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**FACT:** The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on the other properties in the vicinity and under the same zoning classification.

5. That the granting of the variance will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity;

**FACT:** As proposed, the variance would not cause serious public health problems, safety or welfare, or materially injury to properties or improvements in the vicinity. There are no known hazardous conditions associated with the property, the design of the land division or type of improvements. The proposed residential project will not result in significant environmental impacts and therefore adoption of Mitigated Negative Declaration is recommended.

6. That the granting of a variance is consistent with the objectives and policies of the general plan and the intent of this title;

**FACT:** The proposed variance is consistent with the General Plan and the standards of the General Plan. The granting of a variance would be consistent with the objectives and policies of the project site's residential general plan and zoning designation. The granting of a variance would allow the project to construct the required perimeter walls as required along the perimeter of the tract.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HERBY APPROVES Resolution No. 2013-XX approving PA12-0005 Tentative Tract Map 36436, PA12-0004 Conditional Use Permit and P12-129 Variance subject to the attached Conditions of Approval as attached with Exhibit A.

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APPROVED AND ADOPTED this 14th day of May, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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**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. 2013-30 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

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CITY OF MORENO VALLEY  
CONDITIONS OF APPROVAL  
PA12-0005 TENTATIVE TRACT MAP 36436  
PA12-0004 CONDITIONAL USE PERMIT (PUD)  
P12-129 VARIANCE  
APN: 478-100-034, 010, 009, 478-090-007, 036

APPROVAL DATE: May 14, 2013  
EXPIRATION DATE: May 14, 2016

- X Planning (P), including School District (S), Post Office (PO), Building (B)
- X Fire Prevention Bureau (F)
- X Land Development (LD)
- X Financial and Management Services, Special Districts (SD)
- X Public Works – Transportation Engineering (TE)
- X Parks & Community Services (PCS)
- X Police (PD)
- X Moreno Valley Utilities

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

**COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT**

**Planning Division**

**For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.**

**GENERAL CONDITIONS**

P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

**Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):**

- R - Map Recordation
- GP - Grading Permits
- CCCCCCCC - Certificate of Occupancy or building final
- WP - Water Improvement Plans
- BP - Building Permits
- P - Any permit

**Governing Document (see abbreviation at the end of the affected condition):**

- GP - General Plan
- CCCCC - Municipal Code
- CEQA - California Environmental Quality Act
- Ord - Ordinance
- DG - Design Guidelines
- Ldscp - Landscape Development Guidelines and Specs
- Res - Resolution
- UFC - Uniform Fire Code
- UBC - Uniform Building Code
- SBM - Subdivision Map Act

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- P2. In the event the use hereby permitted ceases operation for a period of one (1) year or more, or as defined in the current Municipal Code, this permit may be revoked in accordance with provisions of the Municipal Code. (MC 9.02.260)
- P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)
- P4. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)
- P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
- P6. Any signs indicated on the submitted plans are not included with this approval. Any signs, **whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag)**, proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)
- P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

**Special Conditions for CUP for PUD**

- P8. **The site has been approved for a Conditional Use Permit for a Planned Unit Development. The Planned Unit Development includes a Tentative Tract Map 36436 for 159 single family lots and a Variance for the retaining wall height on the east and west property lines. A change or modification shall require separate approval. For a Conditional Use Permit, violation may result in revocation in the case of a Conditional Use Permit.**
- P9. **The project will be developed with 45 lots on the west side of Quincy Channel and 114 lots on the east side of the channel.**
- P10. **A water quality basin will be included, one on each side of the Quincy**

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**Channel within the development per the approved plans. The design of the basins and swales that are visible from the public right-of-way shall be integrated into the landscaping and include street trees on the street side of the open screen fencing.**

- P11. The required multi-use trail along Brodiaea Avenue (east of the Channel) and the landscaping areas connecting the proposed cul-de-sacs to Brodiaea, shall be constructed along with the development on the east side of the Channel and completed with the occupancy of the sixtieth production house on the east side.**
- P12. The required multi-use trail with exercise stations along Street A (Quincy Street) and the trail/sidewalk improvements along Brodiaea Avenue (west of the Channel), shall be completed with the development of the west side of the Channel and completed with the occupancy of the thirtieth production house on the west side.**
- P13. The Planned Unit Development and Tentative Tract Map 36436 will be developed per the approved plans and the standards set forth in the design manual – Cactus Avenue Development Guidelines and where silent, the City’s Municipal Code.**
- P14. The Cactus Avenue entry monuments, landscaping and any tract enhancements/improvements stated in the PUD shall be completed with the adjacent development east and west side respectively and no later than the occupancy of the first production house in each section.**
- P15. Approval of the Planned Unit Development and the Tentative Tract Map 36436 are subject to the concurrent approval of the other.**
- P16. Street “A” will be named Quincy Street due to its historical value to the Valley.**
- P17. The Planned Unit Development will provide the following amenities:**
- Multi-use trails will be provided along a portion of Brodiaea Avenue and the entire length of Quincy Street per the approved plans.**
  - The trail along Quincy will include the addition of exercise equipment.**
  - Parking turnouts will be provided along Quincy.**
  - Access for the trail will be provided along Quincy per the approved plans.**
  - Entry monuments, arbors and benches will be provided per the approved**

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plans.

- **Connection to the cul-de-sacs from Brodiaea Avenue to the tract interior to include a meandering sidewalk and landscaping.**

**Tentative Tract Map**

P18. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

P19. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department – Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. (MC 9.14.020)

P20. All site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.

**Prior to Issuance of Grading Permits**

P21. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and, if not already present, a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

**P22. Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been secured for a qualified Tribal representative and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to halt and redirect earthmoving**



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activities in the event that suspected archeological resources are unearthed during Project construction. (MM CUL- 1)

- P23. The Project Archaeologist and Tribal representative shall attend the pre-grading meeting with the City and contractors to explain and coordinate the requirements of the monitoring program.
- P24. Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representative and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representative suspects that an archaeological resource may have been unearthed, the monitor shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. (MM CUL- 2)
- P25. If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and a representative of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside.

All cultural material collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility. (MM CUL -3)

- P26. Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

“If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representative are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representative to the site to assess the significance of the find.” (MM CUL- 4)

- P27. Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

“If any suspected paleontological resources are discovered during ground-disturbing activities, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction.” (MM CUL -5)

- P28. If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission

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**must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the “most likely descendants” of receiving notification of the discovery. The most likely descendants shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98. (MM CUL- 6)**

**P29. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens’ Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)**

**P30(GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be shown on the plan, be a minimum size of 24 inch box, and meet a ratio of three replacement trees for each mature tree removed or as approved by the **Planning Official**. (GP Objective 4.4, 4.5, DG)**

**P30. (GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW- Special Districts.**

**P31. (GP) Prior to approval of any grading permit, local and master-planned multi-use trail easements shall be shown in accordance with the City's Master Trail Plan.**

**P32. (GP) Prior to the issuance of any grading permits and prior to any physical disturbance of any natural drainage course, for any area determined to contain riparian vegetation, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Wildlife and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Planning Division and the Public Works Department - Land Development Division. (CEQA, State and Federal codes).**

**P33. The project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition**

of credits at a minimum 1:1 ration from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA. The project will be required to pay SKR and MSHCP mitigation fee. (MM BIO 3)

P34. (GP) Within thirty (30) days prior to any grading or other land disturbance, a pre-construction survey for Burrowing Owls shall be conducted pursuant to the established guidelines of Multiple Species Habitat Conservation Plan. (MM BIO-1)

P35. Any vegetation clearing and ground disturbance should be conducted outside of the nesting season (February 1<sup>st</sup> through September 15<sup>th</sup>). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within 3 days prior to any disturbance of the site. If active nests are identified, the biologist shall establish suitable buffers around the nest, and the buffers shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests. (MM BIO -2)

P36. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P37. (GP) Prior to the issuance of grading permits, the mitigation measures shall be included on the grading plans.

P38. The contractor shall comply with SCAQMD's Rule 403 ensuring that all disturbed unpaved roads and disturbed areas within the project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day. (MM Air 1)

P39. Feeder trails shall abide by the cross sections included within the City's

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**design standards and be shown on the map for all existing connections (i.e. interior streets) linking to the main multi-use trail system. Fences are required on a least one side of all proposed feeder trails within the tract per the PUD guidelines.**

- P40. (GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by an HOA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix w/irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community & Economic Development Director is required to secure all water quality and detention basins more than 18 inches in depth.**
- P41. (GP) Prior to approval of precise grading plan, final front and street side yard landscape and irrigation plans shall be submitted to the Planning Division for review. The plans shall be prepared in accordance with the City's Municipal Code and landscape specifications, Cactus Avenue Design Guidelines and include required street trees and on site slopes.**
- P42. A separate administrative process (Model Home Complex application or custom home review) is required for approval of the design of the future single-family homes for Tentative Tract Map 36436. Four sided architecture is required per the Cactus Avenue Development Guidelines and the City Municipal Code design guidelines.**
- P43. Prior to approval of a grading plan a detailed trail plan, indicating widths, maximum slopes, physical conditions, fencing, walls in accordance with City standards, shall be reviewed and approved by the Planning Division.**
- P44. (GP) Prior to issuance of grading permits, the developer shall submit perimeter wall/fence and landscaping plans (separate submittals) to the Planning Division for review and approval as follows:**
- A. A maximum 6 foot high solid decorative block perimeter wall with pilasters and a cap shall be required adjacent to all streets and walkway connection.**
  - B. Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement except where a Variance is approved.**
  - C. Fencing along the west side of Quincy Channel will include a cable**

- fence adjacent to the channel with a vinyl rail fence between the trail and the street landscaping per the Cactus Avenue Development Guidelines.
- D. Fencing along the east side of the Quincy Channel adjacent to the residential lots will include a 6 foot tan decorative wall with pilasters and a cap.
  - E. Fencing around the water quality basins will include solid fencing along property lines adjacent to residential lots and iron or tubular steel fencing with decorative pilasters along street frontages and reverse frontages.
  - F. Fencing along Brodiaea shall include a 6 foot tan decorative wall with pilasters and a cap on the residential property lines with a vinyl rail fence along the trail adjacent to the parkway per the Cactus Avenue Development Guidelines.
  - G. Interior lot rear and side fencing will include 5-6 foot tan vinyl fencing per the Cactus Avenue Design Guidelines.
  - H. Landscape and irrigation plans for areas maintained by the Homeowner's Association shall be submitted to the Planning Division. All landscape plans shall be approved prior to the release of any building permits for the site. The plans shall be prepared in accordance with the City's Landscape Development Guidelines and the Cactus Avenue Development Guidelines.
  - I. Landscaping is required for the sides and or slopes of all water quality basin and drainage areas, while a hydroseed mix with irrigation is acceptable for the bottom of the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters adjacent to residential lots, tubular steel fence with pilasters along street frontage and reverse frontage as approved by the Planning Official is required to secure all water quality and detention basins.
  - J. Front yard landscaping plans shall be submitted for review and approval meeting the guidelines within the Cactus Avenue Development Guidelines and the City Landscape Guidelines.
  - K. Street trees shall be planted every 40 feet on center throughout the development.

**PRIOR TO BUILDING PERMITS**

- P45. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flowpreventers shall be screened by landscaping. (GP Objective 43.30, DG)
- P46. (BP) Prior to issuance of building permits or as determined by the City Council Ordinance in place at the time of development, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)
- P47. Prior to the issuance of building permits, the irrigation and landscape plans shall be approved.
- P48. Prior to the issuance of building permits, landscape and irrigation plans for areas maintained by the Homeowner's Association shall be submitted to the Planning Division. All landscape plans shall be approved prior to the release of any building permits for the site. The plans shall be prepared in accordance with the City's Landscape Development Guidelines and the Cactus Avenue Design Guidelines. Landscaping is required for the sides and or slopes of all water quality basin and drainage areas, while a hydroseed mix with irrigation is acceptable for the bottom of the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Planning Official is required to secure all water quality and detention basins. These reqts should be combined with landscape plan and fence/wall plan COA's**

**PRIOR TO RECORDATION OF FINAL MAP**

- P49. (R) Prior to final map recordation any required trail easements shall be provided.

P50. (R) Prior to recordation of the final subdivision map, the developer shall submit for review and approval the following documents to the Planning Division which shall demonstrate that the project will be developed and maintained in accordance with the intent and purpose of the approval:

- a. The document to convey title
- b. Deed restrictions, easements, or Covenants, Conditions and Restrictions to be recorded

The approved documents shall be recorded at the same time that the subdivision map is recorded. The documents shall contain provisions for general maintenance of the site, open space use restrictions, conservation easements, water quality basins, lighting, landscaping and common area use items such as exercise stations, public seating areas and other recreation facilities. The approved documents shall also contain a provision, which provides that they may not be terminated and/or substantially amended without the consent of the City and the developer's successor-in-interest. (MC 9.14.090)

In addition, the following deed restrictions and disclosures shall be included within the document and grant deed of the properties:

- The developer and the Cactus Avenue Planned Unit Development and/or homeowners association shall promote the use of native plants and trees and drought tolerant species to the extent feasible.
- (R) All lots designated for open space and, or detention basins, shall be dedicated to and maintained by a Homeowners Association (HOA). The HOA shall contract with a private maintenance entity or establish a funding mechanism approved by the City in a maintenance agreement for City maintenance. Language to this effect shall be included and reviewed within the required Covenant Conditions and Restrictions (CC&Rs) prior to the approval of the final map.
- All reverse frontage property shall be maintained by a Homeowners Association (HOA) or through a property owner funded landscaping district as maintained by the City. Language to this effect shall be included and reviewed within the required Covenant Conditions and Restrictions (CC&Rs) prior to the approval of the final map.



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- Maintenance of any and all common facilities.
- A conservation easement for lettered lots shall be recorded on the deed of the property and shown on the final map. Said easement shall include access restrictions prohibiting motorized vehicles from these areas except on the maintenance road along the Quincy Channel and the maintenance access driveways of the water quality basins if required per affected agency.
- Oleander plants or trees shall be prohibited on open space lots adjacent to multi-use trails.

**PRIOR TO CERTIFICATE OF OCCUPANCY**

- P51. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (DC 9.03.040)
- P52. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).
- P53. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed.

**Building and Safety Division**

- B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building and Safety Division as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING.

- B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and

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verification. Plans will include “as built” plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

- B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed “Waste Management Plan” (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

**SCHOOL DISTRICT**

- S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

**UNITED STATES POSTAL SERVICE**

- PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

**POLICE DEPARTMENT**

**Note: All Special conditions are in bold lettering.** All other conditions are standard to all or most development projects

**Standard Conditions**

**PLANNING DIVISION  
CONDITIONS OF APPROVAL  
PA12-0004 (CONDITIONAL USE PERMIT PUD)  
PA12-0005 (TENTATIVE TRACT 36436 MAP FOR PUD)  
P12-129 (VARIANCE)  
PAGE 15**

- PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)
- PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:
- a. The name (if applicable) and address of the development.
  - b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)
- PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community Development Department - Building Division for routing to the Police Department. (DC 9.08.080)

**CITY OF MORENO VALLEY  
CONDITIONS**

**Case No: PA12-0004 PA12-0005**

**APN: 478-090-007, 478-090-036, 478-100-009, 478-100-010, 478-100-034**

**DATE: 10/8/12**

**FIRE PREVENTION BUREAU**

- 1. Fire sprinklers shall be required in all the planned residential structures.**
- 2. The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

- F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.
- F2. Single Family Dwellings. Schedule "A" fire prevention approved standard fire hydrants (6" x 4" x 2 1/2" ) located at each intersection of all residential streets and spaced no more than 500 feet apart in any direction, more than 250 feet from any portion of the building as measured along approved emergency vehicular travel ways. Minimum fire flow shall be 1000 GPM for 2 hours duration of 20 PSI. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, serving one and two-family residential developments, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along the tract boundary for transportation hazards. (CFC 507.3 MVMC 8.36.060).
- F3. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2)
- F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)
- F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)
- F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

- F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty-four (24) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])
- F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])
- F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)
- F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)
- F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)
- F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)
- F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:
  - a) Be signed by a registered civil engineer or a certified fire protection engineer;
  - b) Contain a Fire Prevention Bureau approval signature block; and
  - c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

- F14. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)

- F15. Prior to issuance of Certificate of Occupancy or Building Final, all residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be located consistently on each dwelling throughout the development. The numerals shall be no less than four (4) inches in height and shall be low voltage lighted fixtures. (CFC 505.1)
- F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)
- F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)
- F18. Prior to issuance of a Certificate of Occupancy or Building Final, a “Knox Box Rapid Entry System” shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)
- F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.
- F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)
- F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)
- F22. Prior to construction, “private” driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)
- F23. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well

as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

- F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)
- F25. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)
- F26. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)
- F27. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)
- F28. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)
- F29. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)
- F30. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)
- F31. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.
- F32. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

**CITY OF MORENO VALLEY  
COMMUNITY & ECONOMIC DEVELOPMENT - LAND DEVELOPMENT DIVISION  
CONDITIONS OF APPROVAL  
PA12-0005 / TTM 36436 – 159 Lot Residential Subdivision  
APN 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009**

**Note:** All Special Conditions are in **Bold** lettering and follow the standard conditions.

**COMMUNITY & ECONOMIC DEVELOPMENT – LAND DEVELOPMENT DIVISION**

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

- LD1.** (G) The developer shall comply with all applicable City ordinances and resolutions including the City’s Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)
- LD2.** (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5)
- LD3.** (G) It is understood that the tentative map correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)
- LD4.** (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division’s administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)



**LD5.** (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

**LD6.** (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

- a. Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.
- b. Observance of working hours as stipulated on permits issued by the Public Works Department.
- c. The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.
- d. All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

**LD7.** (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

**LD8.** (G) For single family residential subdivisions, all lots shall drain toward the street unless otherwise approved by the City Engineer. Residential lot drainage to the street shall be by side yard swales and include yard drain pipes and inlet grates (or stubbed and capped if area is not yet landscaped) that convey flows to the street in accordance to City Standard No. 303 independent of adjacent lots. No over the sidewalk drainage shall be allowed, all drainage shall be directed to a driveway or drainage devices located outside the right-of-way. (MC 9.14.110)

**LD9.** (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all

drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.

**LD10.** (G) Water quality basins designed to meet Water Quality Management Plan (WQMP) requirements for single-family residential development may not be used as a construction best management practice. The water quality basin shall be maintained for the entire duration of project construction and be used to treat runoff from those developed portions of the project. The water quality basin shall be protected from upstream construction related runoff by having proper best management practices in place and maintained. The water quality basin shall be graded per the approved design drawings and once landscaping and irrigation has been installed, it and its maintenance shall be turned over to an established Homeowner's Association. The Homeowner's Association shall enter into an agreement with the City for basin maintenance.

**LD11.** (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050). **This project may be eligible for development impact fee credits for construction of the outer westbound lane on Cactus Avenue.**

**LD12.** (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

**LD13.** (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

**LD14.** (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

- a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary

drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

- b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.
- c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.
- d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)
- e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

**LD15.** (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

**LD16.** (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

**LD17.** (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

- a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
- b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
- c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
- d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and

- e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and Economic Development Department.

- LD18.** (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

- LD19.** (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

- LD20.** (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

- LD21.** (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

- LD22.** (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

- LD23.** (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

- LD24.** (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

- LD25.** (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.
- LD26.** (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)
- LD27.** (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.
- LD28.** (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

- LD29.** (MA) Prior to approval of the map, the developer shall submit a copy of the Covenants, Conditions and Restrictions (CC&Rs) to the Land Development Division for review and approval. The CC&Rs shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project. In addition, for single-family residential development, the developer shall submit bylaws and articles of incorporation for review and approval as part of the maintenance agreement for any water quality basin.
- LD30.** (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.
- LD31.** (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.
- LD32.** (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)
- LD33.** (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside

County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

- LD34.** (MR) Prior to recordation of the map, if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer. This approval must be obtained prior to the Developer submitting a Phasing Plan to the California State Department of Real Estate.
- LD35.** (MR) Prior to recordation of the map, if applicable, the developer shall have all street names approved by the City Engineer. (MC 9.14.090)
- LD36.** (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System (**NPDES**) as mandated by the Federal Clean Water Act. Following are the requirements:
- a. Establish a Home Owners Association (HOA) to finance the maintenance of the "Water Quality Ponds/Bio-swales". Any lots which are identified as "Water Quality Ponds/Bio-Swales" shall be owned in fee by the HOA.
  - b. Dedicate a maintenance easement to the City of Moreno Valley.
  - c. Execute a maintenance agreement between the City of Moreno Valley and the HOA. The maintenance agreement must be approved by City Council.
  - d. Establish a trust fund per the terms of the maintenance agreement.
  - e. Provide a certificate of insurance per the terms of the maintenance agreement.
  - f. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
    - i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Residential NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process, or
    - ii. Establish an endowment to cover future maintenance costs for the Residential NPDES Regulatory Rate Schedule.
  - g. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. The final option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

- LD37.** (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the “Water Quality Ponds/Bio-Swales” shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer’s successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)
- LD38.** (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

Prior to Improvement Plan Approval or Construction Permit

- LD39.** (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.
- LD40.** (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)
- LD41.** (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.
- LD42.** (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.
- LD43.** (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:
- a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.
  - b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)
  - c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)
  - d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)

- e. All reverse curves shall include a minimum tangent of one hundred (100) feet in length.
- LD44.** (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.
- LD45.** (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.
- LD46.** (IPA) Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)
- LD47.** (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)
- LD48.** (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Community and Economic Development Department – Land Development Division. (MC 9.14.110)
- LD49.** (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)
- LD50.** (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.



**LD51.** (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

**LD52.** (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

**LD53.** (BP) Prior to issuance of building permits, if the project involves a residential subdivision, the map shall be recorded (excluding model homes). (MC 9.14.090)

**LD54.** (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

**LD55.** (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

**LD56.** (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

**LD57.** (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

**LD58.** (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

**LD59.** (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

- a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, residential curb drains,

landscaping and irrigation, pavement tapers/transitions and traffic control devices as appropriate.

- b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.
- c. City-owned utilities.
- d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.
- e. Under grounding of proposed utility lines less than 115,000 volts.
- f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

**LD60.** (CO) Prior to issuance of a certificate of occupancy or building final, all new utilities shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

**LD61.** (CO) Prior to issuance of a certificate of occupancy or building final for residential projects, the last 20% or last 5 units (whichever is greater, unless as otherwise determined by the City Engineer) of any Map Phase, punch list work for improvements and capping of streets in that phase must be completed and approved for acceptance by the City.

**LD62.** (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

- a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
- b. Provide the City with an Engineer's Line and Grade Certification.
- c. Perform and pass a flow test per City test procedures.

**LD63.** (CO) Prior to issuance of a certificate of occupancy or building final for the last 20% of the permitted structures or the last five (5) permitted units (whichever is greater) for any Phase of the development , the Developer shall:

- a. Notify City Staff (Land Development Division) prior to construction and installation of all structural BMPs so that an inspection(s) can be performed.
- b. Demonstrate that all structural BMPs described in the approved final project-specific WQMP have been constructed and installed in conformance with the approved plans and specifications;

- c. Demonstrate that Developer is prepared to implement all non-structural BMPs described in the approved final project-specific WQMP; and
- d. Demonstrate that an adequate number of copies of the approved final project-specific WQMP are available for future owners/occupants.
- e. Clean and repair the water quality basin, including regrading to approved civil drawing if necessary.
- f. Provide City with updated Engineer's Line and Grade Certification.
- g. Obtain approval from City to install irrigation and landscaping.
- h. Complete installation of irrigation and landscaping.

Prior to Acceptance of Streets into the City Maintained Road System

**LD64.** (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

**SPECIAL CONDITIONS**

**LD65.** This project will be required to obtain all necessary environmental permits/clearances for the extension of the culverts within Quincy Channel under Cactus Avenue and for improvements to the Quincy Channel.

**LD66.** Prior to rough grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements. The developer will be required to obtain the necessary permission for offsite construction, as may be required, for any facilities constructed outside of the public right-of-way. Drainage improvements shall consist of:

- a. A reinforced, concrete, trapezoidal channel with 2-foot cut off wall, drain inlets, overside drain per Caltrans Standard D87D or equal, and lateral connections to the master storm drain line in Brodiaea Avenue, on the

north side of Brodiaea Avenue, within public right-of-way, between Wilmot Street and Quincy Channel. Some related offsite grading, outside of the public right-of-way, may be required; permission from property owner to grade onsite may be required.

- b. A reinforced, concrete, v-ditch with 1-foot cut off wall and overside drain per Caltrans Standard D87D or equal on the east side of Wilmot Street, within public right-of-way, from Brodiaea Avenue south along project frontage.
  - c. Moreno Master Drainage Plan Line G-2 within public right-of-way in Brodiaea Avenue from approximately 350 feet west of Wilmot Street to Quincy Channel.
  - d. Moreno Master Drainage Plan Line G-3 within public right-of-way in Cactus Avenue, along project frontage from the project's east property line (at its intersection with Cactus Avenue) to Quincy Channel.
  - e. Moreno Master Drainage Plan Line G (Quincy Channel) between Brodiaea Avenue and Cactus Avenue including maintenance access road constructed per Riverside County Flood Control and Water Conservation District standards. Channel improvements consist of three-foot thick  $\frac{1}{4}$  ton rip rap, backing and mirafi fabric, and 4-foot cut off walls on both sides of the channel. Improvements also include the extension of existing culverts underneath Cactus Avenue to meet proposed Quincy Channel improvements. The final drainage study shall analyze the capacity of the existing culverts. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue.
  - f. Moreno Master Drainage Plan Line F-4 within public right-of-way in Cactus Avenue from the project's west property line to McCloud, approximately 250 feet west of the project's west property line or further west as may be required to its connection to the existing 36-inch diameter portion of Line F-4 located approximately 1,000 feet west of the project's west property line. The developer will be required to perform trench repairs per City standards including grind and overlay of existing pavement of at least one travel lane over the proposed storm drain.
- LD67. Prior to rough grading plan approval, the developer shall secure any off-site drainage easements or permission to grade offsite, for any work that may occur outside of the project and public right-of-way boundaries, from the off-site property owner(s) to ensure the proper drainage for this project. This may include, but is not limited to, permission to grade offsite for the construction of the offsite concrete, reinforced, trapezoidal channel on the north side of Brodiaea Avenue between Wilmot Street and Quincy Channel, and the offsite concrete, reinforced v-ditch on the east side of Wilmot Street from Brodiaea Avenue south along the project frontage.

- LD68.** Prior to rough grading plan approval, the grading plans shall clearly demonstrate, with detail, the proper function and design of the water quality basins, Lots “AA” and “BB” shown on the tentative tract map. The design of the basins shall conform to City guidelines as found on the City’s website. The water quality basin design, including inlet, outlet, overflow, maintenance access locations, shall be designed per the approval of the City engineer.
- LD69.** Prior to rough grading plan approval, the plan shall clearly show the extent of all existing easements on the property. A note shall be placed on the plan stating that existing easements across identified residential lots shall be vacated prior to approval of the precise grading plan and issuance of a building permit for those lots.
- LD70.** Prior to rough grading plan approval, written permission must be obtained from off-site property owner(s) for all off-site slope grading along the west, east, and upper south tract boundaries. Alternatively, retaining walls as approved by the Planning and Building & Safety Divisions may be proposed along the project boundary in case written permission for offsite slope grading cannot be obtained from adjacent property owners.
- LD71.** Prior to precise grading plan approval, existing easements that conflict with proposed building locations on certain lots identified on the plans, shall be vacated. These easements include: an easement in favor of Cactus Ranch, LLC for slope and temporary construction purposes recorded December 2, 2003 as Instrument No. 2003-942813, an easement in favor of Cactus Ranch, LLC for road and maintenance purposes recorded June 30, 2004 as Instrument No. 2004-0507104, an easement in favor of Eastern Municipal Water District for sewage transmission and incidental purposes recorded February 10, 2005 as Instrument No. 2005-0115848, and an easement in favor of Southern California Gas Company for facilities, ingress and egress recorded December 11, 2006 as Instrument No. 2006-0907731. The vacation of the Eastern Municipal Water District (EMWD) easement may be deferred, as approved by the City Engineer, until prior to building permit or until such time the facility within the easement is relocated within a proposed public street. Therefore, the EMWD easement may need to be vacated separately, after the final map records.
- LD72.** Prior to any grading plan approval, the plans shall clearly show that any slope near the public right-of-way has a minimum set-back area at 2% maximum of 2 feet before the start of the top or toe of slope. For areas with curb-separated sidewalk with back of walk (BOW) outside of the R/W, the 2-foot flat area shall be measured from BOW. This includes, but is not limited to, the proposed slope along Cactus Avenue.
- LD73.** Prior to issuance of building permits, the precise grading plan shall be approved and the final map recorded. No building permits for Lots 14- 15, 32, 34- 35, and 43 – 45, as shown on the tentative tract map dated 10/19/12 shall be issued until the Eastern Municipal Water District (EMWD) sewer is relocated to a proposed public street. The EMWD easement may need to be vacated separately, after the final map records.

**LD74. Prior to approval of the final map, the map shall show the following:**

- a. A 4-foot street right-of-way dedication on the north side of Cactus Avenue along the project south frontage to ensure a centerline to north right-of-way distance of 44 feet for a Minor Arterial, City Standard 105A.**
- b. A 7-foot street right-of-way vacation on the south side of Brodiaea Avenue along the project north frontage to ensure a centerline to south right-of-way distance of 33 feet for a Residential Collector, City Standard 107.**
- c. A 3-foot street right-of-way dedication on the west side of Wilmot Street along the project east frontage to ensure a centerline to west right-of-way distance of 33 feet for a Residential Collector, City Standard 107.**
- d. Sufficient right-of-way for a temporary cul-de-sac bulb at the end of Wilmot Street per City Standard 123.**
- e. A varying width street right-of-way dedication (44 feet to 51 feet) for a General Local Street, City Standard 108A Modified for Street "A", as shown on the tentative tract map dated 10/19/12.**
- f. The appropriate street right-of-way dedications within the subdivision to ensure a right-of-way distance of 60 feet for a General Local Street, City Standard 108A, for Streets "B", "D", "H", "J", "L" and portions of Streets "C", "E", "F", "K", as shown on the tentative tract map dated 10/19/12.**
- g. The appropriate street right-of-way dedications within the subdivision to ensure a right-of-way distance of 56 feet for a Short Local Street, City Standard 108B, for Streets "G", "I", "M" and portions of Streets "C", "E", "F", "K", as shown on the tentative tract map dated 10/19/12.**
- h. A 2-foot pedestrian access easement beyond the Cactus Avenue north street right-of-way for that portion of curb separated sidewalk, located outside of the proposed public right-of-way.**
- i. Public access and maintenance easements, 6 feet wide, following the alignment of the access sidewalk, within Lots W, X, and Y for a proposed sidewalk connection between the end of cul-de-sac Streets "F", "I", and "K" to the proposed Brodiaea Avenue multi-purpose trail. The landscaping and other improvements within Lots W, X, and Y shall be maintained by a Homeowner's Association.**
- j. A 12-foot wide multi-purpose trail easement on the south side of Brodiaea Avenue, east of Quincy Channel along the subdivision's north frontage.**

- k. **Landscape and water quality basin lots (Lots AA and BB) as shown on the tentative tract map dated 10/19/12 and a lot (Lot Z) over Quincy Channel dedicated to the public for future conveyance to Riverside County Flood Control & Water Conservation District.**
  - l. **A maintenance access easement on the north side of Cactus Avenue at the Quincy Channel crossing, granted to the City of Moreno Valley to allow the City future maintenance of the box culverts crossing Cactus Avenue.**
  - m. **Corner cutbacks per City Standard 208 at proposed subdivision street intersections with Cactus Avenue, Brodiaea Avenue, and Wilmot Street as well as at the southwest corner of Brodiaea Avenue and Wilmot Street.**
  - n. **The 60-foot wide street right-of-way vacation of Quincy Street between Brodiaea Avenue and Cactus Avenue.**
- LD75. Prior to final map approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or at a timing otherwise identified on an approved phasing plan, or as otherwise determined by the City Engineer.**
- a. **Cactus Avenue, Minor Arterial, City Standard 105A (88-foot RW / 64-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, along the project's south frontage. A 4-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be made on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, cross gutter, spandrel, curb separated sidewalk, pedestrian access ramps, pedestrian crossing traffic control device for proposed street crossing at the Street "A" intersection, 5-foot high wrought iron fence behind existing south side curb extending 100 feet immediately west of the proposed crosswalk crossing, driveway approaches for water quality basin and Quincy Channel maintenance access, culvert extensions and as may be required, additional culverts, storm drain pipe, catch basin, local depression, any necessary offsite improvement transition/joins to existing, streetlights, and dry and wet utilities. The culverts underneath Cactus Avenue within Quincy Channel will need to be extended. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue. A maintenance access easement granted to the City of Moreno Valley is required to allow the City future maintenance of the culverts.**
  - b. **Brodiaea Avenue, Collector, City Standard 107 Modified (66-foot RW / 44-foot CC) shall be constructed to half-width plus an additional 12 feet north of the centerline, along the project's north frontage. A 7-foot right-of-way vacation on the south side of the street, along the project's**

north property line, shall be made on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, multi-purpose trail, pedestrian access ramps, driveway approaches for Quincy Channel maintenance access, catch basin, local depression, concrete trapezoidal channel with drainage appurtenances along the north side of the street, any necessary offsite improvement transition/joins to existing, streetlights, asphalt concrete berm on the north side of the street at proposed pavement edge, dry and wet utilities, and relocation of an existing power pole located at the southwest corner of Brodiaea Avenue and Wilmot Street. Sidewalk connections between the end of cul-de-sac Streets "F", "I", and "K" to the proposed Brodiaea Avenue multi-purpose trail shall be constructed and located within pedestrian access easements. Existing residence driveway, just west of Wilmot Street, on the north side of Brodiaea Avenue will require extension to the proposed edge of pavement. An existing power pole located at the southwest corner of Brodiaea Avenue and Wilmot Street shall be relocated outside of the proposed curb return intersection improvement.

- c. Wilmot Street, Collector, City Standard 107 (66-foot RW / 44-foot CC) shall be constructed to half-width plus an additional 12 feet east of the centerline, along project frontage with a cul-de-sac bulb at its terminus. A 3-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be made on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, concrete v-ditch with drainage appurtenances along the east side of the street, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, asphalt concrete berm on the east side of the street at proposed pavement edge, and dry and wet utilities. A reinforced, concrete v-ditch with cut off walls on both sides along the east side of the street and replacement of a culvert under Brodiaea Avenue shall be constructed. Existing residence driveway on the east side of Wilmot Street, just north of Brodiaea Avenue, will require extension to the proposed edge of pavement.
- d. Street "A" General Local Street Modified (Varying Width RW from 44 feet to 51 feet) shall be constructed to full-width, within the tract's boundary, as shown on the tentative tract map. The appropriate right-of-way dedications shall be shown on the final map. Street "A" shall include parking bays located at each of the three street connections to Street "A". A direct pedestrian connection will be made to the Quincy Channel multi-purpose trail at each of these three intersections. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, any necessary drainage structures including catch basins, local depressions, storm drain laterals and storm drains, streetlights, pedestrian ramps, and dry and wet utilities.
- e. Streets "B", "D", "H", "J", "L" and portions of Streets "C", "E", "F", "K" General Local Street, City Standard 108A (60-foot RW / 40-foot CC) shall



be constructed to full-width, within the tract's boundary, as shown on the tentative tract map dated 10/19/12. The appropriate right-of-way dedications shall be shown on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, any necessary drainage structures including catch basins, local depressions, storm drain laterals and storm drains, streetlights, pedestrian ramps, and dry and wet utilities.

- f. **Streets "G", "I", "M" and portions of Streets "C", "E", "F", "K" Short Local Street, City Standard 108B (56-foot RW / 36-foot CC) shall be constructed to full-width, within the tract's boundary, as shown on the tentative tract map dated 10/19/12. The appropriate right-of-way dedications shall be shown on the final map. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, any necessary drainage structures including catch basins, local depressions, storm drain laterals and storm drains, streetlights, pedestrian ramps, and dry and wet utilities.**
- g. **Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.**
- h. **It will be necessary for the developer to extend existing driveways along the north side of Brodiaea Avenue and the east side of Wilmot Street to proposed pavement edge. It may be necessary for the developer to grade or construct on private property in which case the developer will be required to obtain right-of-entry.**
- i. **A multi-purpose trail on the south side of Brodiaea Avenue, 12-foot wide, (east of Quincy Channel) and on the west side of Quincy Channel, 16-foot wide, per City Standard 217C.**
- j. **A reinforced, concrete, trapezoidal channel with 2-foot cut off wall, drain inlets per RCFC&WCD standards or equal, overside drains per Caltrans Standard D87D or equal, and lateral connections to the master storm drain line in Brodiaea Avenue, on the north side of Brodiaea Avenue, within public right-of-way, between Wilmot Street and Quincy Channel. Some related offsite grading, outside of the public right-of-way, may be required; if so, permission from property owner to grade onsite is required.**
- k. **A reinforced, concrete, v-ditch with 1-foot cut off wall on the east side of Wilmot Street with overside drains per Caltrans Standard D87D or**

equal, within public right-of-way, from Brodiaea Avenue south along project frontage.

- l. Moreno Master Drainage Plan Line G-2 within public right-of-way in Brodiaea Avenue from approximately 350 feet west of Wilmot Street to Quincy Channel.**
- m. Moreno Master Drainage Plan Line G-3 within public right-of-way in Cactus Avenue, along project frontage from the project's east property line (at its intersection with Cactus Avenue) to Quincy Channel.**
- n. Moreno Master Drainage Plan Line G (Quincy Channel) between Brodiaea Avenue and Cactus Avenue including maintenance access road constructed per Riverside County Flood Control and Water Conservation District standards. A multi-purpose trail along the west side of Quincy Channel (east side of Street "A") is proposed. The trail along Quincy Channel will connect to the existing Cactus Avenue trail located on the south side of Cactus Avenue and to the proposed Brodiaea Avenue trail located on the south side of Brodiaea Avenue. The culverts underneath Cactus Avenue within Quincy Channel will need to be extended. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue. A maintenance access easement granted to the City of Moreno Valley is required to allow the City future maintenance of the culverts.**
- o. Moreno Master Drainage Plan Line F-4 within public right-of-way in Cactus Avenue from the project's west property line to McCloud, approximately 250 feet west of the project's west property line or as may be required as determined by the City Engineer and Riverside County Flood Control and Water Conservation District to its connection to the existing 36-inch diameter portion of Line F-4 located approximately 1,000 feet west of the project's west property line. The developer will be required to perform trench repairs per City standards including grind and overlay of existing pavement of at least one travel lane over the proposed storm drain.**
- p. The culverts underneath Cactus Avenue within Quincy Channel will need to be extended. Additional culverts may be required if the existing culverts do not have adequate capacity to convey 100-year storm channel flows underneath Cactus Avenue. A maintenance access easement granted to the City of Moreno Valley is required to allow the City future maintenance of the culverts.**
- q. A full-width culvert crossing on Brodiaea Avenue over the Quincy Channel will be required to be constructed. Brodiaea Avenue shall accommodate a multi-use trail on the south side. A concrete trapezoidal channel shall be constructed on the north side of the street to capture northerly offsite flows. A multi-use trail shall be constructed on the south side of the street which will be located southerly of the existing power poles which carry high voltage overhead power lines.**

- LD76.** Applicant shall submit Preliminary Water Quality Management Plan (P-WQMP) approval documents consisting of two Applicant-signed and notarized documents (both originals) that are also wet-stamped and signed by a California Registered Civil Engineer. Owner certification and notarization must be dated the day of, or more recent from, P-WQMP document preparation date of September 19, 2012.
- LD77.** Coordination with the City of Moreno Valley, Land Development Division, is required for acceptance of the access ramps to the filter media in both Basin AA and Basin BB. Access ramps provided include 90° and/or 180° turns that may not be accessible to certain maintenance vehicles.
- LD78.** In the Final WQMP, all water quality basin fore and aft bays shall be shown on the WQMP Exhibit and their design volumes shall be calculated based on the current Guidance document worksheets or Riverside County Flood Control and Water Conservation District's (RCFC&WCD's) Design Handbook for Low Impact Development Best Management Practices, dated September 2011 or later.
- LD79.** In the Final WQMP, sand filters within the water quality basins shall be designed using the approved final worksheets contained in the RCFC&WCD's Design Handbook for Low Impact Development Best Management Practices, dated September 2011 or later. At a minimum, the filter surface area shall meet the equation:  $VBMP \div 18$ .
- LD80.** The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters. Project POC include: nutrients, oxygen demanding substances, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.
- LD81.** Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The Applicant has proposed to incorporate the use of two water quality basins with sand filters. Final design details and appropriate filter calculations for the basins must be provided in the first submittal of the Final WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.
- LD82.** The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the Final WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the Final WQMP.

**LD83. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:**

- a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications;**
- b. That all structural BMPs described in the Final WQMP have been implemented in accordance with approved plans and specifications;**
- c. That the applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and**
- d. That an adequate number of copies of the approved Final WQMP are available for the future owners/occupants of the project.**

CITY OF MORENO VALLEY  
CONDITIONS OF APPROVAL

Case No: PA12-0004 (CUP for a PUD) and PA12-0005 (TTM 36436)  
APNs: 478-090-007, 478-090-036, 478-100-009, 478-100-010, and 478-100-034  
10.22.12 Revised

**PUBLIC WORKS DEPARTMENT**

**Special Districts Division**

**Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering.** All other conditions are standard to all or most development projects.

**Acknowledgement of Conditions**

The following items are Special Districts' Conditions of Approval for project **PA12-0005**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480.

**General Conditions**

- SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.
  
- SD-2 \*Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone D**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.
  
- SD-3 \*In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone D**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title,

and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

- SD-4 \*The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscape maintenance for a period of one (1) year as per the *City of Moreno Valley Public Works Department Landscape Design Guidelines*, or until such time as the District accepts maintenance responsibilities.
- SD-5 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.
- SD-6 \*Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)
- SD-7 \*Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)
- SD-8 Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

#### **Prior to Recordation of Final Map**

- SD-9 (R) This project has been conditioned to provide a funding source for the continued maintenance, enhancement, and or retrofit of parks, open spaces, linear parks, and/or trail systems. In order for the Developer to meet the financial responsibilities to fund the defined maintenance, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.
- a. Participate in a special election for annexation into **Community Facilities District No. 1**; or
  - b. Establish an endowment to cover future maintenance costs for new neighborhood parks.

**Annexation to CFD No. 1 shall be completed or proof of payment to establish the endowment shall be provided prior to the issuance of the first building permit for this project.**

SD-10 (R) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map. (California Government Code)

SD-11 (R) This project is conditioned to provide a funding source for the capital improvements, energy charges, and maintenance for residential street lighting. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

- a. Participate in a ballot proceeding for **residential street lighting** and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
- b. Establish a Home Owners Association (HOA) to maintain the residential streetlights; or
- c. Establish an endowment to cover future maintenance costs for the residential streetlights.

**The financial option selected shall be in place prior to the issuance of the first building permit.**

SD-12 (R) This project is conditioned to install and maintain parkway/median landscape. The Developer's responsibility is to provide a funding source for the capital improvements and the continued maintenance of the landscaped area. In order for the Developer to meet the financial

responsibility to maintain the defined services, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

- a. Participate in a ballot proceeding for **standard/extensive landscape** program maintenance and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
- b. Establish a Home Owners Association (HOA) to maintain the landscaped area; or
- c. Establish an endowment to cover the future landscape program maintenance costs of the landscaped area.

**The financial option selected shall be in place prior to the issuance of the first building permit.**

SD-13 *Residential* (R) If Land Development, a Division of the Community and Economic Development Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the required continuous operation, maintenance, monitoring, system evaluations and enhancements, remediation and/or replacement, the developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code)

SD-14 (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

SD-15 \*(R) Easements for reverse frontage parkway and slope landscape areas abutting **Cactus Ave.** and **Brodiaea Ave.** shall be **6ft** or to top of parkway



facing slope or to face of perimeter tract wall, whichever is greater. Easements shall be dedicated to the City Moreno Valley for landscape maintenance purposes, and shall be depicted on the final map, and an offer of their dedication made thereon.

- SD-16 \*(R) All necessary documents to convey to the District any required easements for parkway and/or slope maintenance as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer prior to the recordation of the final map.

### Prior to Building Permit Issuance

- SD-17 (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

- SD-18 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

- SD-19 \*(BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community and Economic

Special Districts Division

Conditions of Approval

Case No: PA12-0004 (CUP for a PUD) and PA12-0005 (TTM 36436)

APNs: 478-090-007, 478-090-036, 478-100-009, 478-100-010, and 478-100-034

Page 6 of 6

Development Department–Planning Division, and the Public Works Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

- SD-20 \*(BP) Parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of 25% (or 40) of the dwelling permits for this tract or 12 months from the issuance of the first dwelling permit, whichever ever comes first. In cases where a phasing plan is submitted, the actual percentage of dwelling permits issued prior to the completion of the landscaping shall be subject to the review of the construction phasing plan.

### **Prior to Certificate of Occupancy**

- SD-21 \*(CO) Landscape and irrigation plans for parkway, median, slope, and/or open space landscape areas designated for incorporation into Moreno Valley Community Services District shall be placed on compact disk (CD) in pdf format. The CD shall include “As Built” plans, revisions, and changes. The CD will become the property of the City of Moreno Valley and the Moreno Valley Community Services District.

**\* These conditions will apply if the developer elects to have the CSD maintain the parkway landscaping that is required to be installed as a result of this development.**



**Public Works  
Transportation Engineering Division**

**MEMORANDUM**

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To: Julia Descoteaux, Associate Planner  
From: Michael Lloyd, Senior Engineer  
Date: November 21, 2012  
Subject: **Conditions of Approval for PA12-0004/0005** – Conditional Use Permit and Tentative Tract Map 36436 for 159 single family residential units in a Planned Unit Development located at Cactus Avenue and Quincy Street.

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Attached are the Transportation Engineering Conditions of approval for the subject project.

**CITY OF MORENO VALLEY**  
**CONDITIONS OF APPROVAL**  
**PA12-0004/0005**

Conditional Use Permit and Tentative Tract Map 36436 for 159 single family residential units in a Planned Unit Development located at Cactus Avenue and Quincy Street.

**Note: All Special conditions are in bold lettering.** All other conditions are standard to all or most development projects.

**Transportation Engineering Division – Conditions of Approval**

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

**GENERAL CONDITIONS**

- TE1. Conditions of approval may be modified if project is phased or altered from any approved plans.
- TE2. **Cactus Avenue is designated as a Minor Arterial (88’RW/64’CC). Any modifications or improvements undertaken by this project shall be consistent with the City’s standards for this facility.**
- TE3. **Brodiaea Avenue is designated as a Collector (66’RW/44’CC) per City Standard Plan No. 107. Any modifications or improvements undertaken by this project shall be consistent with the City’s standards for this facility.**
- TE4. **Wilmot Street is designated as a Collector (66’RW/44’CC) per City Standard Plan No. 107. Any modifications or improvements undertaken by this project shall be consistent with the City’s standards for this facility.**
- TE5. **Street “A” is designated as a modified Local Street (56’RW/36’CC) per City Standard Plan No. 108A. Any improvements undertaken by this project shall be consistent with the City’s standards for this facility or as approved by the City Engineer. A landscaped, raised median shall be installed on the north leg of the Street “A” and Cactus Avenue intersection such that the pedestrian crosswalk is not obstructed and sight distance is not obscured.**

**PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT**

- TE6. The driveways in public right of way shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code - Design Guidelines, and City Standard Plan No. 117.

TE7. Sight distance at driveways and on streets shall conform to City of Moreno Valley Standard No. 125A, B, C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets. **The signing and striping plan shall include enhanced pedestrian crossings to the satisfaction of the City Traffic Engineer for the following locations:**

- **Cactus Avenue at Street “A” (location will include beacons to the satisfaction of the City Traffic Engineer)**
- **Street “A” at Arabesque Lane.**

TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer may be required.

#### **PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL**

TE10. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE11. (CO) **Prior to the issuance of a certificate of occupancy, the project applicant shall construct the improvements identified in TE8. Construction shall be completed per the approved plans and coordinated with the street improvements.**

TE12. (CO) **Prior to the issuance of the final certificate of occupancy, the City Traffic Engineer shall review traffic operations at that time for Arborglenn Drive, Wilmot Street, and Brodiaea Avenue. If the City Traffic Engineer finds that traffic calming measures are needed due to project related traffic, then the project applicant shall design and install traffic calming measures at the direction and to the satisfaction of the City Traffic Engineer prior to the final certificate of occupancy.**

#### **PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM**

TE13. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

**CITY OF MORENO VALLEY  
FINAL CONDITIONS OF APPROVAL FOR TTM 36436  
Case No. PA12-0004 & PA12-0005**

**PARKS AND COMMUNITY SERVICES DEPARTMENT**

**Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering.** All other conditions are standard to all or most development projects.

**Acknowledgement of Conditions**

The following items are Parks and Community Services Department Conditions of Approval for projects **PA12-0004 and PA12-0005**. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3163. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

**PCS-1 SPECIFIC CONDITIONS OF APPROVAL**

- PR-1** Per the General Plan, Multi-use trails are designated for Tract 36436. The trails shall be located on the south side of Brodiaea Avenue (Trail 'A') and on the west side of the Quincy Channel (Trail 'B'). The trail shall conform to the City of Moreno Valley Parks and Recreation Department "Park Specification Guide", "Trail Specification Guide", "City of Moreno Valley Standard Plans", and connect with adjacent trails. The developer shall comply with the following:
- a. The gross width of Trail 'A' shall be minimum 11', incorporating concrete curb, PVC trail fencing and stabilized decomposed granite. The trail shall be shown as an easement from the newly formed HOA, on the Map.
  - b. The gross width of the Trail 'B' shall be a minimum of 16', incorporating PVC fencing, 3-cable/chain link fencing adjacent to the channel, steel access gates, concrete edging, and stabilized decomposed granite. If the applicant desires other improvements adjacent to the curb, they shall be approved by Parks and Community Services, prior to Planning Commission review. The trail shall be an easement to the CSD for recreation and maintenance purposes. The applicant shall coordinate the trail project with Riverside County Flood Control to determine exact width and channel access. This shall be completed prior to approval of the tentative map.
  - c. Trail section 'B' shall contain exercise equipment per CEDD and P&CS. Equipment manufacturer and type shall be specified by P&CS and shown in the trail plans. Submittals for exercise equipment must be approved by P&CS prior to installation. Applicant shall establish a funding mechanism for P&CS to maintain and/or replace equipment. These items are required prior to approval of the final map.
  - d. A trail crossing shall be provided at Quincy Street to the trail on the south side of Cactus Ave. The applicant shall construct all improvements necessary to connect with the Cactus Avenue trail. An approved crossing shall be installed.
  - e. Prior to the approval of the Final Map, a detailed trail improvement plan, showing the trail and areas adjacent to the trail, including the exercise stations shall be submitted to the Planning Official and the Director of Parks and Community Services or his/her designee prior for review and written approval.
  - f. The required multi-use trail along Brodiaea Avenue (east of the Channel) and the landscaping areas connecting the proposed cul-de-sacs to Brodiaea, shall be constructed along with the development on the east side of the Channel and completed with the occupancy of the sixtieth production house on the east side.

- g. The required multi-use trail with exercise stations along Street A (Quincy Street) and the trail/sidewalk improvements along Brodiaea Avenue (west of the Channel), shall be completed with the development of the west side of the Channel and completed with the occupancy of the thirtieth production house on the west side

## **PCS-2 Parks and Community Services Department**

### **Standard Trail Conditions:**

- a. Park and trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.
- b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.
- c. All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.
- d. (R) A restriction shall be placed on lots that are adjacent to the park and trail, preventing openings or gates accessing these facilities. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.
- e. Trails shall not be shared with any above ground utilities, blocking total width access.
- f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.
- g. (GP) A detailed rough grading plan with profile for the park and trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.
- h. Grading certification and compaction tests are required, prior to any improvements being installed.
- i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.
- j. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.
- k. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the park and trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.
- l. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the trail.
- m. Eight sets of complete park and trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

- n. All street crossings of trails shall be signed with approved trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have six-foot high mounted push buttons. These shall be coordinated through the Transportation Division.
- o. CSD Zone 'A' plan check fees shall be paid prior to the second plan check and approval of the Final Map.
- p. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.
- q. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.
- r. Any damage to parks, trails, and/or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.
- s. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations.
- t. Drive approaches shall adhere to City Std. Plan #118C.
- u. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.
- v. (BP) In order to prevent the delay of building permit issuance, any deviation from material specifications shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.
- w. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.
- x. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.
- y. Any damage to existing landscape or hardscape areas due to project construction shall be repaired and/or replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.
- z. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

**PCS-3** (R) If Special Districts, a Division of the Public Works Department, requires this project to supply a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems, the Developer must notify Special Districts of intent to record the final map 70 days prior to recordation of the final map and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)



- PCS-3b** (BP) If Special Districts, a Division of the Public Works Department, requires this project to supply a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems, the Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)
- PCS-4** The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks and Community Services). All assessable parcels therein shall be subject to the annual Zone A charge for operations and capital improvements.
- PCS-5** (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall supply a copy of the recorded Declaration of Covenant and Acknowledgement of Assessments to the Parks and Community Services Department.
- PCS-6** (BP) Prior to release of building permit, the developer, or the developer's successors or assignees shall supply a copy of the recorded Declaration of Covenant and Acknowledgement of Assessments to the Parks and Community Services Department.
- PCS-7** (BP) This project is subject to current Development Impact Fees.

**CITY OF MORENO VALLEY  
CONDITIONS OF APPROVAL  
Case No: PA12-0004, -0005, TTM 36436  
APNs: 478-090-007, 478-090-036,  
478-100-009, 478-100-010, 478-100-034  
July 18, 2012**

**PUBLIC WORKS DEPARTMENT**

**Moreno Valley Utility**

**Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering.** All other conditions are standard to all or most development projects.

**Acknowledgement of Conditions**

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA12-0004, 0005, TTM 36436; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

**PRIOR TO ENERGIZING MVU ELECTRIC UTILITY SYSTEM AND CERTIFICATE OF OCCUPANCY**

MVU-1 (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU-2 (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution:** Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final

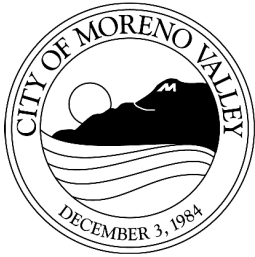
map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU-3 This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

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## PLANNING COMMISSION STAFF REPORT

Case: PA12-0004 (Conditional Use Permit PUD)  
PA12-0005 (Tentative Tract Map for PUD)  
PA12-0029 (Change of Zone)  
PA12-0030 (General Plan Amendment)  
P12-129 (Variance)

Date: January 17, 2013

Applicant: CV Communities, LLC.

Representative: Ryan Thomas

Location: South of Brodiaea Avenue to Cactus Avenue & east and west of the Quincy Channel

Proposal: Tentative Tract Map 36436, a Conditional Use Permit, a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment to be consistent with the proposed development and the surrounding area and a Variance proposed for higher retaining walls due to the change in grade from the adjacent parcel to the east.

Recommendation: Approval

### SUMMARY

The applicant, CV Communities, LLC., has submitted an application for a Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots. The application includes a Conditional Use Permit for a Planned Unit Development, a Variance for higher retaining walls due to the change in grade from the adjacent parcel to the east, a Change of Zone modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and a General Plan Amendment to remove Quincy Street from the circulation element of the General Plan.

**PROJECT DESCRIPTION**

**Project**

**General Plan Amendment**

The project includes a General Plan Amendment to modify the Land Use and Circulation Elements. The proposed tract eliminates the connection of Quincy Street to Brodiaea Avenue, a collector road in the General Plan between Brodiaea Avenue and Cactus Avenue. The Transportation Engineering Division has reviewed the proposal and determined the elimination of the direct connection of these two streets will not have an impact on the surrounding area or the proposed project. Pedestrian and bicycle access between the two streets would be provided along the Quincy Street alignment by an adjacent multi-use trail, while vehicular access would be provided by Quincy to Cactus and adjacent tract streets to Brodeiaia. The project will be conditioned to name street "A" Quincy as the street name is of historical value as one of the original streets in the Valley dating back to 1891 of the Bear Valley Map.

The existing land use includes Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family. The proposed General Plan Amendment includes the land use change to Residential 5 (R5) which is the closest designation to the project design and density and is consistent with the surrounding residential area.

**Change of Zone**

The proposed project includes a request for a Change of Zone. The current zoning is RS10, R10 and R15 which allows for small lots and multi-family projects. The proposed Change of Zone requests a Residential 5 (R5) zone to provide for single family residential lots larger than the existing zoning allows. The maximum density of the R5 is five (5) units per acre. The proposed tract has a density of 4.41 units per gross acre, well below the R5 maximum. The R5 zoning provides the closest density to the proposed development and is consistent with the existing adjacent single family developments.

**Tentative Tract Map 36436**

The Tentative Tract Map will subdivide 43.52 acres into 159 residential lots. The lots will range from 6,000 square feet to 15,298 square feet with a proposed density of 4.41 units per gross acre/ 3.65 per net acre. The Tentative Map will include a multi-use trail extending along Brodiaea Avenue and south to Cactus Avenue adjacent to the Quincy Channel. The Quincy Channel will remain in the same location.

The design of the tract includes 45 lots on the west side of the channel with the remaining 114 on the east side of the channel. Two water quality basins will be constructed one on each side of the channel.

**Conditional Use Permit for a Planned Unit Development**

The proposed project includes a Conditional Use Permit for a Planned Unit Development (PUD). The purpose of the PUD is to provide specific development guidelines for this project. A PUD provides for greater innovation in housing development including a variation in lot sizes and amenities not found in standard housing tracts.

The proposed PUD provides guidelines for multiple architectural styles of housing. The proposed design standards meet or exceed City-wide standards in the Municipal Code. All development within the tract is required to meet the standards as stated in the PUD including plotting, setbacks and four sided architecture. The PUD will require a pedestrian oriented environment. The multi-use trail along the Quincy Channel will include exercise equipment with parking provided along the trail to encourage usage. Enhanced landscaping and a multi-use trail are provided on Brodiaea Avenue. Entry monuments will be provided at lots 33 and 158 along Cactus Avenue to include decorative stone pilasters, a stone seatwall, arbors and enhanced landscaping.

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**Variance**

A Variance is proposed to allow for an increase in the retaining wall height on the south east and west portion of the project. The City's Municipal Code allows for a maximum of 3 feet in height for a retaining wall along a property line. The applicant was unsuccessful in obtaining an approval for off-site grading from the adjacent property owner. The provision of on-site rear yard slopes would result in a reduction in usable rear yard area and privacy. Development of the adjacent site will likely require higher grades to drain that property, with a future developed condition with little or no visible retaining wall.

**Site**

The site is 43.52 acres of vacant land located between Brodiaea Avenue and Cactus Avenue on both the east and west sides of the Quincy Channel. The site has been disked in the past for weed abatement.

**Surrounding Area**

Properties to the north include vacant land and larger lot developed single family residences with R3 zoning. Properties to the east are vacant and zoned R5, RS10 and R15. To the west and south include existing single family developments zoned RS10 and SP193ML on parcels ranging in size from 5,200 square feet to 8,000 square feet, consistent with the proposed development.

**Access/Parking**

The project will access from two main entry points on Cactus Avenue. Arabesque Drive from the existing westerly development will be improved and provide a connection to Street A (Quincy Street). Arabesque currently connects to an interim secondary fire access road for the existing tract of homes to the west of the proposed project.

**Design/Landscaping**

The landscaping and design of the proposed houses will require an Administrative Plot Plan for review and approval per the standards in the PUD.

The proposed project provides for a good transition from tracts in Moreno Valley Ranch to the south of Cactus Avenue, which are smaller (minimum lot size 5,200 square feet), and R3 zone to the north of Brodiaea Avenue (minimum lot size 10,000 square feet). Further transition to the R3 zone is provided by the trail to be provided by the project along the south side of Brodiaea and that none of the project's lots access directly from Brodiaea. The existing development to the west has a similar range of lot sizes to the proposed project.

**REVIEW PROCESS**

The project was submitted February 13, 2012, with a Project Review Staff Committee meeting held March 27, 2012. Several revisions were requested and resubmitted by the applicant. All relevant issues have been adequately addressed to the satisfaction of all parties.

**ENVIRONMENTAL**

The project site is a 43.52 acre site located on the on the south side of Brodiaea Avenue to Cactus Avenue on both the east and west sides of the Quincy Channel. The proposed Plot Plan with the approval of the General Plan Amendment and the Change of Zone will be consistent with the General Plan and the zoning for the site.

A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys and the 30-day pre-construction will be required prior to grading.

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The project site contains a portion of the Quincy Channel, portions which are within the jurisdiction of the Corps, CDFG and Regional Board. The impacts to jurisdictional waters will require a CWA Section 404 permit from the Corps, a CWA Section 401 Water Quality Certification and/or Section 13260 Report of Waste Discharge from the Regional Board, and a Fish and Game Code Section 1602 Streambed Alteration Agreement from CDFG. The project shall mitigate permanent impacts to jurisdictional waters with Mitigation Measures. The project will not result in significant indirect impacts to special-status biological resources. The project site is not located adjacent to the MSHCP Conservation Area and therefore the project is not required to implement measures pursuant to the MSHCP Urban Wildland Interface Guidelines. The project will pay mitigation fees required by the MSHCP. Because the project is consistent with the MSHCP and with mitigation measures to be implemented, the cumulative impacts attributed to the project would be reduced to below a level of significance.

The site is located within the jurisdiction of the South Coast Air Quality Management District. The proposed project is consistent with the residential uses and would not obstruct implementation of the South Coast Air Quality Management Plan. Based upon the Air Quality Impact Analysis prepared for the project by Urban Crossroads Inc., 2012, section 3.6, the project satisfies the two applicable criteria for determining consistency, the Project is deemed consistent with the AQMP and a less than significant impact will occur. The project is in conformance with the AQMP. Based upon the project density and proposed use, the project is in compliance with the General Plan. The General Plan Amendment sought in connection with the project merely modifies the General Plan Circulation Element, updates the zoning and does not change the project's conformance with the AQMP. Additionally, the Project will not exceed any applicable numeric thresholds for construction after mitigation and compliance with Rule 403.

A Cultural Study completed for this project had no findings of any cultural sites reported for the project site area.

The paleontological resource impact assessment completed for the project indicated the alleviated valleys of the Inland Empire are indicative of the abundance of fossil material. The City's standard condition placed on all projects states if potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

Based on a Greenhouse Gas Analysis prepared for the project it was determined that the project would not result in a significant impact as the project is required to comply with all mandatory regulatory requirements imposed by the State of California and the South Coast Air Quality Management District aimed at the reduction of air quality emissions.

A preliminary Water Quality Management Plan (WQMP) was reviewed by the City's Land Development Division. The plan reviewed on-site drainage and has incorporated post construction best management practices (BMPs) into the site plan. Two water quality basins are included in the design of the project. A final WQMP is required to be submitted and approved prior to the approval of any grading plans.

The proposed project would comply with all drainage master plan fees, permits and development guidelines associated with urban runoff. Both project construction and operation are subject to established regulatory programs directed at avoiding violations of water quality standards and waste discharge requirements. Project construction activities are subject to implementation of a range of known BMPs as detailed in the required SWPPP. Project operation activities are subject to implementation of site design, source control, and treatment control BMPs as identified in the WQMP. Additionally, ongoing maintenance and monitoring responsibilities of the proposed BMPs are defined in the WQMP.



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As with any development of a vacant parcel, the potential exists for the increase in noise, however there will be no substantial permanent increase in the ambient noise levels with the proposed project. Short term noise levels generated during construction are considered less than significant through compliance with the City's Municipal Code including restrictions on construction hours.

With consideration given to the preceding information, an Initial Study has been completed for the proposed project. Based upon the Initial Study, a determination has been made that the proposed project will not result in the potential for significant impacts to the environment. Therefore, the adoption of a Mitigated Negative Declaration is recommended.

The Initial Study completed for the project was sent to Regional Water Quality Control Board, California Department of Fish and Game and the State of California Office of Planning Research in accordance with the California Environmental Quality Act.

**NOTIFICATION**

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

**REVIEW AGENCY COMMENTS**

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

<u>Agency</u>	<u>Response Date</u>	<u>Comments</u>
Riverside County Flood Control	March 28, 2012 January 24, 2013	Project involves District Master Plan facilities. Facilities to be constructed to District standards. MDP Line G, Line G-3 & Line F-4. In the Moreno Area Drainage plan.
Native American Heritage Commission	December 14, 2012	Provide notifications to local Tribal agencies. Letters completed and mailed 1/9/13. Pechanga Tribe sent letter requesting consultation, which shall occur prior to scheduling project for City Council review and action. Soboba and Morongo Tribes, no issues.

**STAFF RECOMMENDATION**

Staff recommends that the Planning Commission take the following action:

**APPROVE** Resolution No. 2013-01, and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA12-0029, a Change of Zone, PA12-0030, a General Plan Amendment, PA12-0004 a Conditional Use Permit, PA12-0005 Tentative Tract Map 36436 and a Variance, P12-129 pursuant to the California Environmental Quality Act (CEQA) Guidelines; and,
2. **APPROVE** PA12-0029, a Change of Zone, PA12-0030, a General Plan Amendment, PA12-0004 a Conditional Use Permit, PA12-0005 Tentative Tract Map 36436 and a Variance, P12-129 subject to the attached Zone change map, General Plan map and conditions of approval included as Exhibits A, B and C.

Prepared by:

Approved by:

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Julia Descoteaux  
Associate Planner

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John C. Terell, AICP  
Planning Official

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ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2013-01 with Zone Change Map, General Plan Map and Conditions of Approval.
3. Negative Declaration
4. Initial Study
5. Aerial Map
6. Project Plans 6a, 6b, 6c
7. PUD (Attached Hard Copy)

1 **CHAIR VAN NATTA** – Okay all those in favor?

2  
3 Opposed – 0

4  
5 **Motion carries 5 – 0, with one absent (Vice Chair Salas)**

6  
7  
8  
9 **PUBLIC HEARING ITEMS**

10  
11 **CHAIR VAN NATTA** – The Public is advised that procedures to be followed  
12 during this meeting and they are posted in the back of the room on the bulletin  
13 board on display.

14  
15  
16  
17 **PUBLIC COMMENTS**

18  
19 **CHAIR VAN NATTA** – At this point we will open for any comment from members  
20 of the public on any matter that is not listed on the Agenda but which is within the  
21 subject matter jurisdiction of the Commission. I do not have any Speaker Slips. I  
22 do not see anybody rushing to the podium there to say anything so I am going to  
23 close Public Comments. Okay, the City of Moreno Valley complies with  
24 Americans with Disability Act of 1990. If you need special assistance to  
25 participate in this meeting please contact the ADA Coordinator 48 hours prior to  
26 the meeting.

27  
28  
29 **PUBLIC HEARING ITEMS**

- |    |    |                     |                  |                                    |
|----|----|---------------------|------------------|------------------------------------|
| 30 | 1. | <b>Case Number:</b> | <b>PA12-0004</b> | <b>Conditional Use Permit PUD</b>  |
| 31 |    |                     | <b>PA12-0005</b> | <b>Tentative Tract Map for PUD</b> |
| 32 |    |                     | <b>PA12-0029</b> | <b>Change of Zone</b>              |
| 33 |    |                     | <b>PA12-0030</b> | <b>General Plan Amendment</b>      |
| 34 |    |                     | <b>P12-129</b>   | <b>Variance</b>                    |
| 35 |    |                     |                  |                                    |
| 36 |    |                     |                  |                                    |

37 **Case Planner: Julia Descoteaux**

38  
39 **CHAIR VAN NATTA** – We are going to start with our first Public Hearing Item,  
40 which is case PA12-0004 Conditional Use Permit PUD, PA12-0005 Tentative  
41 Tract Map for PUD, PA12-0029 Change of Zone, PA12-0030 General Plan  
42 Amendment and P12-129 Variance. Our Case Planner is Julia Descoteaux and I  
43 probably butchered that again...Descoteaux?

44  
45 **ASSOCIATE PLANNER DESCOTEAUX** – Descoteaux

1 **COMMISSIONER GIBA** – It's French

2  
3 **CHAIR VAN NATTA** – I'm not French; sorry... so would you like to present this  
4 project for us?

5  
6 **ASSOCIATE PLANNER DESCOTEAUX** – Good evening Planning  
7 Commissioners. Again I'm Julia Descoteaux. I'm the Case Planner. The  
8 Applicant, CV Communities has submitted this application for the Conditional  
9 Use Permit, Tentative Tract Map, Change of Zone, General Plan Amendment  
10 and a Variance. The General Plan Amendment is to modify the land use and  
11 circulation elements.

12  
13 The proposed tract eliminates the connection of Quincy Street to Brodiaea  
14 Avenue, which is a collector road in the General Plan between Brodiaea Avenue  
15 and Cactus. The Transportation and Engineering Division has reviewed the  
16 proposal and determined that the elimination of the direct connection will not  
17 have an impact on the surrounding areas.

18  
19 The project will also be conditioned to name Street A as Quincy because the  
20 name is of historical value as one of the original streets in the City of Moreno  
21 Valley dating back to 1891. The existing land uses in the area currently are  
22 Residential RS10, Residential 10 and Residential 15. The proposed General  
23 Plan Amendment will include the land use change to R5 which is the closest  
24 designation to the project design and the density within the surrounding area.  
25 The Change of Zone for the project is to change the zones from RS10, R10 and  
26 R15 to R5. The Tentative Tract Map will subdivide the 43.52 acres into 159  
27 residential lots. The lots will range from 6,000 square feet to approximately  
28 15,298 square feet with a proposed density of 4.41, which is less than the density  
29 in the R5 which is 5 units per acre.

30  
31 The Quincy Channel will remain in the same location and there will be 45 lots on  
32 the west side of the channel and 114 on the east side of the channel. The  
33 Conditional Use Permit is required for the Planned Unit Development which  
34 allows for specific guidelines for the project and allows for a variation in the size  
35 of the lots and some amenities not found in some of the surrounding and  
36 standard housing tracts.

37  
38 The PUD will have multiple architectural styles and the designs within the tract  
39 will have to meet the standards and the Planned Unit Development guidelines.  
40 There is a multi-use trail along Brodiaea and there is also a multi-use trail along  
41 Quincy Channel which will have exercise equipment. There is a Variance  
42 proposed for the project that will allow an increase to the retaining wall height on  
43 the southeast and west portion of the project due to the difference in grade. The  
44 City's Municipal Code allows for three feet on the property line in height a  
45 maximum and this project will need to go higher than that because again of the  
46 difference in grade. The property owner was unsuccessful in obtaining approval

1 for off-site grading. The surrounding areas include R5 larger lot developments to  
2 the north. The properties to the east are vacant and are zoned R5, RS10 and  
3 R15. To the west and south are existing single family developments with RS10  
4 and within the Specific Plan 193. The lots in those two tracts range from 5,200  
5 square feet to 8,000 square feet. The project will access from two points of  
6 entry; one on Cactus Avenue and Arabesque Avenue from the east. Existing  
7 westerly development will be improved and Quincy Street will go down to Cactus.  
8

9 The review process...the project was submitted in February of 2012 and we've  
10 had several meetings with the applicant and all relevant issues have been  
11 addressed to the satisfaction of all parties. There was a Mitigated Negative  
12 Declaration prepared for the applications and the Initial Study. A biological  
13 assessment was prepared. The site does contain suitable habitat for Burrowing  
14 Owls, however none were found on the site and they'll do the 30 day pre-  
15 construction prior to any grading on the site. The project contains a portion of the  
16 land that is in the Quincy Channel and that is within the jurisdiction of the Army  
17 Corps; the California Department of Fish and Wildlife and the Regional Board  
18 and the applicant will be working with those agencies on the Quincy Channel. A  
19 Cultural Study was completed for the project as well as a Paleontological Impact  
20 Resource Assessment and with no evidence of those on the site. The  
21 greenhouse gas analysis was prepared for the project and will not result in a  
22 significant impact. The Preliminary Water Quality Management Plan was  
23 reviewed by Land Development and a Final Water Quality Management Plan will  
24 be required prior to approval of the grading plans. The project Initial Study was  
25 sent to the State Clearinghouse for CEQA and with that we received a letter from  
26 the National Heritage Tribal Agency and with that we then sent letters to all the  
27 local tribes to determine if they had any comments on the project. We did have a  
28 consultation with the Pechanga Tribe and they have requested that the applicant  
29 do so some onsite monitoring, so we'll be working with that Agency between now  
30 and the City Council Hearing to incorporate some Mitigation Measures into the  
31 conditions. Notification was sent to all properties within 300 feet and to date I  
32 have received no comments or questions regarding the project except one  
33 inquiry about what the project was. This concludes my Staff Report and if any of  
34 you have any questions I'd be happy to answer them as well as the Applicant is  
35 here.  
36

37 **CHAIR VAN NATTA** – Okay any questions?  
38

39 **COMMISSIONER RAMIREZ** – As I was reviewing the project, I couldn't help but  
40 notice what I believe is lot 159. There is a big tree there. Any idea how old that  
41 tree is and whether there are any environmental concerns about removing it or  
42 are they going to remove it or what exactly is the deal with that?  
43

44 **ASSOCIATE PLANNER DESCOTEAUX** – I don't know if they've done any  
45 specifics on that particular tree. If it is in a location where they can save it, they  
46 will try. I can ask the applicant to address that as well.

1 **COMMISSIONER RAMIREZ** – Yes, because that might be important for any type  
2 of bird type of wildlife like the Burrowing Owl or something like that.

3  
4 **ASSOCIATE PLANNER DESCOTEAUX** – If there is any or when they do the 30  
5 day pre-construction survey or if there any birds that are in the nesting season,  
6 they would have to wait until after the nesting season to do any grading or to  
7 remove the three if that were the case.

8  
9 **COMMISSIONER RAMIREZ** – And if they decided to remove the tree, what  
10 would happen to the wildlife; to the owls?

11  
12 **ASSOCIATE PLANNER DESCOTEAUX** – The Burrowing Owls are in the  
13 ground. They aren't in the tree. If it is not during the nesting season, then the  
14 birds if there are any in the tree, they'll go to another tree.

15  
16 **COMMISSIONER RAMIREZ** – So only during the nesting season...

17  
18 **ASSOCIATE PLANNER DESCOTEAUX** – If is during the nesting season then  
19 they have to wait till after the nesting season if they find the birds in the tree.

20  
21 **COMMISSIONER RAMIREZ** – Very well, thank you

22  
23 **COMMISSIONER GIBA** – You mentioned in the access parking that you only  
24 mentioned the two streets. When I'm looking at the plan there are actually more  
25 than that.

26  
27 **ASSOCIATE PLANNER DESCOTEAUX** – Yes you are correct. There are  
28 accesses through Wilmot as well as down through Cactus and Brodiaea.

29  
30 **COMMISSIONER GIBA** – ...and Brodiaea. Is there a reason why you didn't  
31 mention that in particular because they were specific to have some kind of  
32 entrance or anything like that?

33  
34 **ASSOCIATE PLANNER DESCOTEAUX** – Just overlooked

35  
36 **COMMISSIONER GIBA** – So they do have more than just two access points

37  
38 **ASSOCIATE PLANNER DESCOTEAUX** – Yes they do

39  
40 **COMMISSIONER GIBA** – That's something that somebody might want to know;  
41 if they wanted to know that. The Variance I didn't quite understand for the grade.  
42 When I went out there it looked pretty level all around. I drove up Wilmot and  
43 down Brodiaea which is a dirt road a little way down that way and it all seemed  
44 pretty much the same grade. You are talking about having a retaining wall of  
45 three feet at that one location with the south kind of... Could you just explain to  
46 me why that is necessary? It really doesn't look like it.

1 **PLANNING OFFICIAL TERELL** – Yes I think if you have any more detailed  
2 questions I'll ask Clement to add on to this. When you grade for a subdivision  
3 everything has to... all the grades for the individual lots have to be adjusted so  
4 that water drains to the street, so on those edges of the property what typically  
5 happens you have a street and then the lot has to be graded up towards the  
6 property line in order to drain towards the street, so it ends up higher than the  
7 current grade. They had attempted to get what Julia had said off-site grading,  
8 which means a slope on the adjacent property, but the adjacent property wasn't  
9 willing to do that, so that's why you get a higher retaining wall instead of a slope  
10 and most likely what will happen in the future is when that adjacent property  
11 develops, they'll have to grade on their site in order to drain towards the street  
12 and they'll probably end up increasing the height on their side, so long term you  
13 probably won't even see the wall, but because it is there we have to go through  
14 the variance process.

15  
16 **COMMISSIONER GIBA** – That's why I just asked for some clarity on that  
17 because I'm not really good on that kind of thing, so it would be very good to  
18 have that. You mentioned in here and I don't know at what point we're going to  
19 go through this in a little bit more detail, but I didn't and unless I'm missing it, I  
20 didn't see mitigation measures listed in here because you did have some less  
21 than significant with mitigation incorporated, but I'm not seeing any. What are the  
22 mitigation measures? For example on page 8 where it says the project shall  
23 mitigate permanent impacts to jurisdictional waters with mitigation measures, but  
24 I don't see what those measures are.

25  
26 **ASSOCIATE PLANNER DESCOTEAUX** – The mitigation measures will be a  
27 separate document however they have been incorporated into the conditions of  
28 approval, so although we will have a separate document, they are specifically  
29 noted in the conditions.

30  
31 **COMMISSIONER GIBA** – So for example on page 85 and I'll jump ahead just for  
32 fun, you have here a conflict where it will obstruct implementation of the  
33 applicable Air Quality Plan less than significant with mitigation incorporated.  
34 What would be mitigation? Is it... I probably missed it somewhere in the  
35 document how you are going to do that.

36  
37 **ASSOCIATE PLANNER DESCOTEAUX** – Let me look. Just one moment  
38 please.

39  
40 **PLANNING OFFICIAL TERELL** – Yes, typically on the air quality ones, it has to  
41 do with dust created during grading activities

42  
43 **COMMISSIONER GIBA** – Yes I followed that

44  
45 **PLANNING OFFICIAL TERELL** – Those are standard Land Development  
46 conditions, so a lot of the standard conditions are the mitigation that will address



1 those concerns and then we repackage them into a mitigation program which is  
2 generally created subsequent to approval of a project and then that is what Staff  
3 looks at to make sure that those mitigation measures have been met.

4  
5 **COMMISSIONER GIBA** – I was just curious why they were not incorporated for  
6 our viewing. I mean if I'm looking this over I would like to have known that and  
7 then of course the public might... I been at enough of these meetings that the  
8 public would want to know how we're going to resolve some of these issues, so it  
9 is always nice to just have them there for us in there. Maybe I'm being a little  
10 pickier than most people would have been on that but I've been at too many  
11 meetings...

12  
13 **PLANNING OFFICIAL TERELL** – Right... on a project like this mitigation is  
14 really standard and that is why we just integrate into the regular... we already do  
15 this mitigation on every project, but certainly to the extent for greater clarity, we  
16 can certainly do that in the future.

17  
18 **COMMISSIONER GIBA** – Yes and just because I poke through this stuff

19  
20 **PLANNING OFFICIAL TERELL** – The other one you had; the channel; there are  
21 specific conditions related to requiring a permit from those agencies and that is  
22 the mitigation for those.

23  
24 **COMMISSIONER GIBA** – Those permits would be the mitigation that you are  
25 actually doing and so those would be pulled before any actual construction is  
26 going to take place or grading is going to take place.

27  
28 **PLANNING OFFICIAL TERELL** – Yes those are required prior to any  
29 disturbance of the sight, which means yes you couldn't have a week whacker out  
30 there in that channel without a permit.

31  
32 **COMMISSIONER GIBA** – Or cut down a tree, you know, so...

33  
34 **PLANNING OFFICIAL TERELL** – Definitely

35  
36 **COMMISSIONER GIBA** – I don't know if it is appropriate to speak now but the  
37 Quincy Channel when I'm out there is just literally that. It is just a trench for all  
38 intents and purposes and then I noticed that you had done; now it actually looks  
39 like it has been rocked in the end product and it ends basically right at Cactus so  
40 I'm assuming that is like a collector area. Where is it going once it hits Cactus?  
41 Where is the runoff actually going?

42  
43 **PLANNING OFFICIAL TERELL** – It goes under Cactus and through the golf  
44 course in Moreno Valley Ranch. Yes it actually doesn't go into a storm drain; a  
45 typical storm drain. It actually goes across and then when it rains a lot and a lot  
46 of debris, the golf course has a lot of clean up to do.



1 **COMMISSIONER GIBA** – Yes, because I noticed on page 66, two water quality  
2 basins will constructed; one on each side of the channel, so you actually have a  
3 basin first that it collects in and then it runs...

4  
5 **PLANNING OFFICIAL TEREELL** – In the future there will be a basin that is part of  
6 the water quality and Clement can answer any detail questions about that but  
7 that will clean the water that is created from the streets in the subdivision prior to  
8 going into that channel so it will be a better situation in the future that in the  
9 current situation, so and I'm not sure but I'll defer to Clement on it, but is it  
10 detaining water as well?

11  
12 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Hi, good evening. I'm Clement  
13 Jimenez with Land Development. The two water quality basins are specifically  
14 for water quality treatment purposes. They will not detain the flow but the system  
15 that the developer is proposing has been sized adequately to carry the additional  
16 post-development construction flows.

17  
18 **COMMISSIONER GIBA** – And you mentioned that is to be done in the future.  
19 What do you mean that is to be done in the future; prior to them actually doing  
20 their building and construction... and not after it's been done; right?

21  
22 **PLANNING OFFICIAL TEREELL** – Right it would be in conjunction with  
23 development they would put in those facilities during grading. It is different than  
24 today because today all the debris gets picked up in the Quincy Channel on a  
25 rainy day and ends up on the golf course. With this most of that debris will be  
26 captured and therefore I think the golf course will have less clean up issues in the  
27 future than they do now; not more water but it will cleaner.

28  
29 **COMMISSIONER GIBA** – Sure, thanks John. I appreciate the clarification  
30 because I'm looking at the plans and I'm just seeing this dead end and it's not  
31 clear here what is happening to it after that point and I know we've had some  
32 troubles with flooding and issues especially on that east side, so I'm just not  
33 familiar to where those problems are.

34  
35 **PLANNING OFFICIAL TEREELL** – If you look at the aerial that is in your packet,  
36 you can kind of see where it goes there. It goes into the golf course and  
37 meanders through and actually eventually ends up in Moreno Valley Ranch Lake.

38  
39 **COMMISSIONER GIBA** – Okay that helped me out a lot too. Some of these  
40 might be other issues. On that flood channel that is being built, is that part of the  
41 builder's responsibility or is it in conjunction with the City for that flood control  
42 channel.

43  
44 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Good evening; Clement  
45 Jimenez again. Yes, the Quincy Channel is the responsibility of the developer to

1 construct. They will be constructing that as part of the drainage improvements  
2 during the rough grading stage.

3  
4 **COMMISSIONER GIBA** – It doesn't appear to be really that deep. Am I correct?  
5 It is only a few feet?

6  
7 **LAND DEVELOPMENT ENGINEER JIMENEZ** – That's correct. At capacity, the  
8 channel will carry 17 hundred CFS. It will be 4.6 feet from the bottom surface to  
9 the water surface elevation; however it is a little bit deeper than that. I recall it  
10 being 7 feet deep, so it has additional capacity to accommodate additional flow if  
11 needed.

12  
13 **COMMISSIONER GIBA** – Do we know what the flow rate is in high storm type  
14 seasons? Is it moving pretty good or is it fairly slow moving?

15  
16 **LAND DEVELOPMENT ENGINEER JIMENEZ** – It is a lot of flow, so it is moving  
17 pretty fast and it has a capacity to accommodate 17 hundred CFS and velocity is  
18 over I believe 4 feet per second, so it has a good flow to it.

19  
20 **COMMISSIONER GIBA** – I'm leading to something just so you understand.  
21 Unless I am incorrect on this and I'm looking at your plans; at that flood channel  
22 where you are doing the running path or the trail, I'm seeing a cable fence there.  
23 My concern is that it is being built in the middle of a housing tract. Is that  
24 adequate enough to keep young children from getting into a flood channel that is  
25 moving pretty dog gone good at 7 feet deep? I'm serious here in that I'm  
26 concerned. We read a lot about people falling into flood channels and things like  
27 that and all I'm seeing and you guys can clarify it for me because I'm just trying to  
28 read this. You have three types of; when I went through the package, you have  
29 three types of walls that you have. You have the full wall. You've got the one  
30 with just some covered and then you have what you call this cable wall. It is only  
31 three cables. That doesn't look like it would keep young kids or children or  
32 anything out of that or least even slow them down to a certain degree especially  
33 if it is a pathway that they're going to be using on a regular basis, because it is  
34 supposed to be for jogging and workouts and stuff like that.

35  
36 **PLANNING OFFICIAL TERELL** – The three cable system is the City standard  
37 that they worked out with Flood Control adjacent to trails and this is the same  
38 cross section that exists up at Quincy and Cottonwood. There is a subdivision up  
39 there that is about six or seven years old and so this was the existing standard  
40 that is there. It will not keep people out of the channel and it is not intended to  
41 keep people out of the channel and so I can't answer any other questions now  
42 because that was worked out with the Parks Department who does the trails  
43 Flood Control and so that is an established standard that has been used  
44 elsewhere in the community and more specifically up Quincy at Cottonwood.

45

1 **COMMISSIONER GIBA** – Because it is an established standard does that mean  
2 that is the only way we can ever do it?

3  
4 **PLANNING OFFICIAL TERELL** – It is not the only way it can be done, but I'm  
5 just saying that is the established standard and for this particular location which  
6 is very similar to the one at Cottonwood, there was no concern expressed by  
7 Flood Control which typically they're the ones that would be the most concerned  
8 by people getting into the channel. I don't know if this would qualify as a swift  
9 water rescue area. I mean it is certainly a lot of water.

10  
11 **COMMISSIONER GIBA** – That's why I asked that question. What I guess I'm  
12 pointing out is that something worthwhile taking a look at from the builder's  
13 perspective and from the City's. All you need is one person. That's all you need  
14 is one person to have made that mistake and if you didn't do everything to  
15 mitigate that potential mistake; whether it is a standard or not throughout the City,  
16 then we end up with a liability issue.

17  
18 **PLANNING OFFICIAL TERELL** – The main concern is that even if you put  
19 something more substantial there, when you get to either end of that channel,  
20 there is still not going to be any barrier, so there is no way to fence off the area  
21 so it is not accessible. That's kind of the problem in looking at something  
22 different is it will be very visible which is very good because there are houses  
23 facing that area, so it is a much more visible area than having it hidden behind  
24 the back walls of houses. Also as I said there is an existing condition and there  
25 haven't been any issues with that existing condition, but yes I think it is good to  
26 raise it and certainly the applicant and Flood Control can work and see if  
27 something else can be more desirable.

28  
29 **COMMISSIONER GIBA** – If it is a standard and we have it all over the City you  
30 know then that is one issue. I went out there to that area and it looks like it will  
31 be a beautiful environment and I suspect that we'd have lots of children and  
32 families and right next to them you have a sight that is the Moreno Valley School  
33 District. I would suspect that at some point in time they may end up building an  
34 elementary school and you only would compound the issue with kids wanting to  
35 play in the flood control channel. I just bring that to your attention because I think  
36 it is pertinent and important that we do that.

37  
38 **PLANNING OFFICIAL TERELL** – I mean it is certainly a point of discussion, but  
39 that is how it came to this point.

40  
41 **COMMISSIONER GIBA** – Okay at this time I don't have any more questions for  
42 you guys. I guess that's it really.

43  
44 **COMMISSIONER CROTHERS** – John as I was reading through the plans for this  
45 I noticed that in one part that it said that the Quincy Channel; the running path

1 and the exercise equipment would be maintained by the City of Moreno Valley.  
2 Is that correct?

3  
4 **ASSOCIATE PLANNER DESCOTEAUX** – Yes that’s correct. The Parks  
5 Department will be maintaining that.

6  
7 **PLANNING OFFICIAL TERELL** – And all trails in the City are maintained by  
8 Parks and Recreation and then the equipment; they prefer to maintain it  
9 themselves rather than having a Home Owners Association do it. So that would  
10 be part of the parcel fee and all new subdivisions pay the basic \$87.50 a year  
11 plus an additional \$150.00, so I think Parks and Recreation felt that was sufficient  
12 money in order to cover that through the development; the homeowners that will  
13 be living in this subdivision.

14  
15 **COMMISSIONER CROTHERS** – So the homeowners are going to pay a little bit  
16 more so that Parks can also maintain the exercise equipment?

17  
18 **PLANNING OFFICIAL TERELL** – They won’t pay more because of that, but  
19 every new subdivision pays more. There is a Citywide standard that all the new  
20 subdivisions in the last 10 or 12 years pay a higher rater and for that they get...  
21 there is a higher level of parks in the newer parts of the community, so that’s the  
22 nexus or the connection between the higher fee. So here they’ll have trails that  
23 older parts of the City don’t have that Parks and Recreation will maintain and  
24 they just happen to have equipment in them as well, which is an added amenity  
25 and the Parks Department felt that they would prefer to maintain it rather than an  
26 Homeowner’s Association doing it and they feel they have sufficient resources  
27 because of the existing policies with the City.

28  
29 **COMMISSIONER CROTHERS** - Okay, thank you

30  
31 **CHAIR VAN NATTA** – I did just want to comment on one of your questions  
32 which was about the access to the flood control channel. One of the problems  
33 with making it difficult to access the channel is that is not necessarily not going to  
34 keep out a determined youngster who is going to get it, but it does make it more  
35 difficult for rescuers to get down in and pull somebody out who has gotten in  
36 there. So there is this kind of double sided issue there. On the multi-use trail  
37 and I know this is part of the Parks and Recreation, what are the uses permitted  
38 on that trail... I mean jogging, bicycling...

39  
40 **PLANNING OFFICIAL TERELL** – Yes it is multi-use. It is everything including  
41 bicycles, pedestrians, and joggers. Joggers love it if you jog, it is much easier on  
42 your knees and it could be used by equestrians as well. The only thing you can’t  
43 use on a multi-use trail is a motorized vehicle.

44  
45 **CHAIR VAN NATTA** – Okay I was leading up to the question about the  
46 equestrians.

1 **PLANNING OFFICIAL TERELL** – I mean you could use pogo sticks... I mean  
2 there are other opportunities, but...

3  
4 **CHAIR VAN NATTA** – On that retaining wall issue and you said this is required  
5 because the retaining wall is going to be higher than three feet... how high? How  
6 much higher?

7  
8 **ASSOCIATE PLANNER DESCOTEAUX** – It is up to six or seven feet

9  
10 **CHAIR VAN NATTA** – Okay, so it's not like a nine foot wall or 10 foot wall or  
11 something.

12  
13 **PLANNING OFFICIAL TERELL** – The further you get from Cactus from the  
14 street frontage, the higher it gets because that's where the slope has to be higher  
15 in order to drain and yes I think it was six or seven feet, and there will be a six  
16 foot fence or wall on top of that, so the whole height of it will be quite extensive,  
17 but there is really...

18  
19 **CHAIR VAN NATTA** – the retaining wall part of it...

20  
21 **PLANNING OFFICIAL TERELL** – Yes the retaining wall will only be half or so, it  
22 wouldn't exceed six or seven feet.

23  
24 **CHAIR VAN NATTA** – Okay, alright. My other questions have already been  
25 handled, so I think we're ready to go into the Public Comments and start with the  
26 Applicant, so if the Applicant would like to come forward.

27  
28 **APPLICANT THOMAS** – Good evening; Ryan Thomas with CV Communities.  
29 We support Staff's decision on this and I think they have covered a lot of the  
30 questions that you guys have had, but if there is anything else I answer for you,  
31 I'd be glad to.

32  
33 **CHAIR VAN NATTA** – I think we had a question about a tree.

34  
35 **APPLICANT THOMAS** – A tree... in a preliminary stance, there is no significant  
36 history to that tree and we kind of went over some of the mitigation measures as  
37 far as what needs to be done. For example; the Burrowing Owl; that is not a...  
38 the tree doesn't necessarily have anything to do with that because that is a bird  
39 that is more ground related than anything else, so I don't think that that is an  
40 issue. So as it stands right now, I mean based on what we kind of provided  
41 through a biostudy, we see that that tree doesn't have any significance, so...

42  
43 **CHAIR VAN NATTA** – And there are plans to plant a whole bunch of trees in that  
44 development when you are done; right?

45

1 **APPLICANT THOMAS** – Correct, there is a full landscape plan that you guys  
2 have in your packet that covers... along the trails there is quite elaborate  
3 landscaping along the trails as well as there is a preliminary street tree plan for  
4 the tract, so I think that we’ve kind of covered that. Additionally, each of the  
5 water quality basins will have trees and shrubs, so there is a significant amount  
6 of landscaping within our project.

7  
8 **CHAIR VAN NATTA**- Okay is there any other questions for the Applicant?  
9

10 **COMMISSIONER RAMIREZ** – Is there going to be any trails alongside Cactus  
11 Avenue on the north side of Cactus.  
12

13 **APPLICANT THOMAS** – No, Cactus Avenue does not have a trail. Quincy Trail  
14 towards the south will dead end at Cactus and we also have a condition to  
15 provide a safe walk across Cactus Avenue. There is a continuation of trails on  
16 the other side, but the trails themselves are along the Quincy Channel and along  
17 Brodiaea Avenue.  
18

19 **PLANNING OFFICIAL TERELL** – Yes but along the north side they’ll be a  
20 sidewalk of course of the north side of Cactus and it will be curb separated, so it  
21 will be a little different than your standard subdivision sidewalk, so it will feel  
22 safer, but yeah the multi-use trail on the City’s plan is already in existence and it  
23 is on the south side of Cactus.  
24

25 **COMMISSIONER RAMIREZ** – Okay, thank you  
26

27 **COMMISSIONER GIBA** – Just a quick one... I was going over your plant palette.  
28 It is kind of close to me right now because of where I live and we’ve been  
29 working on changing that palette up there where I had lived and as I went  
30 through it I’m looking at your list of trees and is there any reason why you can’t  
31 and I don’t know John if the plant palette is the same one that they have gone  
32 over that we have here or Riverside County. I think the Riverside County one  
33 has a huge for natural trees and stuff. For example, something that just stands  
34 out right now is you are showing a London Bloodgood, which is a type of a  
35 Sycamore, but not a California Sycamore which is much more adapted to this  
36 area, especially with being drought tolerant. Also another one for instance is a  
37 Pin Oak. Pin Oaks are really very good trees for this area, so I’m just picking out  
38 two that come to mind. You’ve got a nice bunch of tree palettes here but is there  
39 any reason why you don’t have more for them to choose from down the road if  
40 one or another doesn’t work out okay.  
41

42 **PLANNING OFFICIAL TERELL** – Well I think there is always the opportunity  
43 with approval to use trees outside of that list; that’s like a perspective list. It’s not  
44 limiting...  
45



1 **COMMISSIONER GIBA** – It's not going to limit them to just these trees... like  
2 some plants do...

3  
4 **PLANNING OFFICIAL TERELL** – like in Hidden Springs it is different...

5  
6 **COMMISSIONER GIBA** – Yes, like some places you are stuck with what they  
7 gave you.

8  
9 **PLANNING OFFICIAL TERELL** – So they would look at this list and if they  
10 wanted to do trees other than on the list, they would have to show some  
11 equivalency and that would be a Staff level process because as long as they are  
12 drought tolerant or what is called California friendly which is different then they  
13 would be acceptable replacement trees. But the idea is to provide some sense  
14 of guidance and not conformity, but consistency in the subdivision. Most of these  
15 trees will be in people's front yards; they'll be street trees and front yard trees  
16 and that is why with some of the native trees we shy away from that because  
17 they are in a typical front yard, they don't necessarily succeed very well. A  
18 famous example; there used to be a planter here many years ago that thought it  
19 was great to have California Redwoods planted in front yards and it is a beautiful  
20 tree and it actually can grow quite well in this area but if you give it too much  
21 water it dies and that's what happened.

22  
23 **COMMISSIONER GIBA** – It doesn't tolerate the water as well. That's really kind  
24 of all I had right now.

25  
26 **CHAIR VAN NATTA** – Okay any other questions for the Applicant?

27  
28 **COMMISSIONER BAKER** – I have one. It's just kind of a detail question. Back  
29 on your and this might not be the time to talk about this, but on your vinyl fences  
30 you are using for privacy here, which I like that idea very much, but the thing I  
31 don't see is either on the corners or every... I guess these are eight foot deals;  
32 you're not... I don't see you slipping a treated 4 by 4 reinforcement. Typically  
33 when I put those in, I always slip in a 4 by 4 post inside the vinyl post; the 5 by 5  
34 post. Are we not calling for... the problem I'm getting at here is you go all over  
35 town and as these fences age we are really having some problems. I don't know  
36 if you guys are aware... somebody is going to have to start maintaining these. Is  
37 that the Parks Department that maintain these fences or how going to do this  
38 going down the road?

39  
40 **PLANNING OFFICIAL TERELL** – No... private fences are not maintained by  
41 Parks and Recreation.

42  
43 **COMMISSIONER BAKER** – Even on the trails; right?

44  
45 **PLANNING OFFICIAL TERELL** – On the trails they are. Yes, the three rails or  
46 two rail fences along the trails; yes, they are maintained by the Parks and

1 Recreation Department. It is only the private or what we call the privacy fences  
2 that are in people yards and those are not maintained by the City. These  
3 particular fences are only going to be interior fences so, on corner lots and  
4 reverse frontage lots; those are required to be more durable. I think they are  
5 specified as block, so it won't be the four corners. The four corners will be  
6 interior lots; interior to block.

7  
8 **COMMISSIONER BAKER** - So that's kind of over-amping and maybe calling for  
9 4 by 4 on those corner posts or where they terminate next to the block wall or  
10 not?

11  
12 **PLANNING OFFICIAL TERELL** – I don't know. It is not a City standard, but  
13 certainly it is probably good. From experience you know, but it is not the City  
14 standard because the City is not responsible for maintaining those.

15  
16 **COMMISSIONER BAKER** – No I understand that. And the tubular steel fence;  
17 where were you using that? Is that around the trash corral or what is that all  
18 about?

19  
20 **ASSOCIATE PLANNER DESCOTEAUX** – That would be around the water  
21 quality areas

22  
23 **COMMISSIONER BAKER** – That would be around the water quality basin and  
24 that is an open fence; right?

25  
26 **ASSOCIATE PLANNER DESCOTEAUX** – Correct

27  
28 **COMMISSIONER BAKER** – Okay, good enough. Okay, so the trail fences we  
29 are maintaining by the Parks Department; okay, so if I see one of those broken  
30 down, I can call the Parks Department?

31  
32 **PLANNING OFFICIAL TERELL** – Yes

33  
34 **COMMISSIONER BAKER** – Good. I haven't; not that I'm going to, but...

35  
36 **PLANNING OFFICIAL TERELL** – No they would actually prefer if people called  
37 them

38  
39 **COMMISSIONER BAKER** – No, you know people hit... and I like those vinyl  
40 fences but the thing that really worries me about this with the heat we get here  
41 and I don't care how many UV inhibitors they put in it, you hit them with a bicycle  
42 tire and they are popping. You know, the older they get, it is just... and this one  
43 with O'Reilly Parts coming up here you know up the street from me and I know  
44 that is a private deal, but they're beating that fence apart.

45



1 **PLANNING OFFICIAL TERELL** – Yes I know that Parks went to the Plex... they  
2 used to have all wood fences and they are actually more of a problem.

3  
4 **COMMISSIONER BAKER** – You know from painting and I like that deal from a  
5 maintenance standpoint believe me they look nice. Okay, sorry about that.

6  
7 **CHAIR VAN NATTA** – Okay, any other questions for the Applicant? Okay, thank  
8 you very much.

9  
10 **APPLICANT THOMAS** – Thank you

11  
12 **CHAIR VAN NATTA** – Are there any other Public Comments. I have no slips or  
13 anything. I don't see anybody coming up, so we're going to close Public  
14 Comments and go to Commissioner... I don't like to call it debate...  
15 Commissioner Discussion.

16  
17 **COMMISSIONER CROTHERS** – I just want to thank the Applicant for submitting a  
18 project that will not only look really well, but it is multi-use for everybody who is  
19 the community. It kind of gives them somewhere to go; somewhere to be. I like  
20 the addition of all the trees and all the greenery. Oftentimes you drive around the  
21 City and there is not too much of that, so I appreciate that being put into the plan  
22 and just the basic design of the homes that you submitted and the whole layout.  
23 I appreciate it and I know this will be a good addition to Moreno Valley, so thank  
24 you.

25  
26 **COMMISSIONER GIBA** – And it is my turn. First of all thank you very much.  
27 Your package was very informative and very helpful. It gave me a very good  
28 perspective. I went out to the site and it fits perfectly as far as I'm concerned.  
29 This is a very nice project. I know sometimes we sound like we are nitpicking,  
30 but we're really not. I'm just clarifying for me. I like the trail idea when you guys  
31 put that in there and the workouts along the way. Again maintaining those with  
32 the workouts, but it is very nice and I'm glad you guys have decided to build that  
33 in Moreno Valley and that east side; that's another nice little area for that and I'm  
34 hoping eventually maybe Moreno Valley School District will put a school in next  
35 to you and make it a much more enhanced project for everybody, so  
36 congratulations and good job Ryan. I thought you did a good job. Thank you.

37  
38 **COMMISSIONER BAKER** – I think this is an ideal project for the area. I went  
39 out and also looked it over. I think it is a big plus for area. I like the way it is laid  
40 out. I wasn't picking on your fence issue there, it is just something that I'm  
41 concerned about as we go down the road, but I think a lot of multi-use there. I'd  
42 like to live in that area myself personally. There are a lot of things to do so good  
43 luck to you and hope it moves forward.

44  
45 **COMMISSIONER RAMIREZ** – Well I'd like to thank you for coming out. The  
46 plan is awesome. I think it is ideal for the future of Moreno Valley. We have

1 intentions of bringing a lot of jobs in the future, so that will be suitable for the new  
2 residents that come out here and explore living in Moreno Valley. As far as the  
3 variety in homes, I love that it's walkable. I like that you have many different  
4 varieties of houses to choose from and they will all be you know right next to  
5 each other, so I love the project. I appreciate it and I'm going to vote for this  
6 project. Thank you.

7  
8 **CHAIR VAN NATTA** – I have to say that I think the project is perfect for the area.  
9 It will fit right in. I like it because of being able to enjoy the outdoors a little bit  
10 more. I mean we have the weather for it here in California. It is a shame that we  
11 don't spend more time outside. I like the size of the lots. I like the multiple cul-  
12 de-sacs. From terms of inventory, I think it will be a good addition and that  
13 concludes my comments. I would look forward to somebody making a motion.

14  
15 **COMMISSIONER CROTHERS** – I motion to approve

16  
17 **CHAIR VAN NATTA** – Do you want to go ahead and read the...

18  
19 **COMMISSIONER CROTHERS** – Sure, I motion that we **APPROVE** Resolution  
20 No. 2013-01 and thereby **RECOMMEND** that the City Council:

- 21  
22 **1. ADOPT** a Mitigated Negative Declaration for PA12-0029, a Change of Zone,  
23 PA12-0030, a General Plan Amendment, PA12-0004, a Conditional Use  
24 Permit, PA12-0005, Tentative Tract Map 36436 and a Variance, P12-129,  
25 Pursuant to the California Environmental Quality Act (CEQA) Guidelines; and,  
26  
27 **2. APPROVE** PA12-0029, a Change of Zone, PA12-0030, a General Plan  
28 Amendment, PA12-0004, a Conditional Use Permit, PA12-0005, Tentative  
29 Tract Map 36436 and a Variance P12-129 subject to the attached Zone  
30 Change Map, General Plan Map and conditions of approval included as  
31 Exhibits A, B and C.

32  
33  
34 **COMMISSIONER GIBA** – I'll second that

35  
36 **CHAIR VAN NATTA** – Okay, we have a motion and a second... All those in  
37 favor?

38  
39 **Opposed – 0**

40  
41 **Motion carries 5 – 0, with one absent (Vice Chair Salas)**

42  
43 **CHAIR VAN NATTA** – Staff would you like to wrap it up for us?

44  
45 **PLANNING OFFICIAL TEREILL** – Sure, this action shall be forwarded to the City  
46 Council for final review and action.



**INITIAL STUDY/  
ENVIRONMENTAL CHECKLIST FORM  
CITY OF MORENO VALLEY**

1. Project Title: PA12-0005 Tentative Tract Map 36436  
PA12-0004 Conditional Use Permit for a Planned Unit  
Development.  
PA12-0029 Change of Zone  
PA12-0030 General Plan Amendment  
P12-129 Variance
2. Lead Agency Name and Address: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley CA 92553
3. Contact Person and Phone Number: Julia Descoteaux, (951) 413-3209
4. Project Location: South side Brodiaea Avenue south to Cactus Avenue and both east  
and west sides of the Quincy Channel.
5. Project Sponsor's Name and Address: CV Communities, LLC  
1900 Quail Street  
Newport Beach CA 92705
6. General Plan Designation: R10 & R15
7. Zoning: RS10, R10, R15
8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of  
the project, and any secondary, support, or off-site features necessary for its implementation. Attach  
additional sheets if necessary)

Tentative Tract Map 36436 to subdivide 43.52 acres into 159 single family residential lots. The tract proposes to develop 45 lots to the west of the Quincy Channel with the remaining 114 on the east side of the channel. Water Quality basins will be provided within the tract. In order to comply with the Riverside County Flood Control District Master Drainage Plan, the Applicant is required to improve and expand the Quincy Channel in connection with development of the project.

The current zoning of the site is RS10, R10 and R15 which would allow for small lots and multi-family residential. A Change of Zone has been submitted to establish the R5 zone. If approved the R5 zone along

with the accompanying Planned Unit Development will provide housing at a lower density than the current zoning allows, but is closer in density to the surrounding developments. The density of the proposed development is 4.41 units per acre which falls below the maximum of 5 units per acre in the proposed R5 zone with lots ranging from 6,000 to 15,298 square feet.

A General Plan Amendment is proposed to modify the Land Use to Residential 5 and the Circulation Element due to the elimination of Quincy Street and the connection from Brodiaea Avenue to Cactus Avenue. The proposed land use modification and the elimination of the connection of these two streets will not have an impact on the surrounding area or the proposed project.

A Variance is included in the project for lower west and east exterior property lines of the project due to the elevation difference of the adjacent property and the inability to obtain permission for off-site grading.

A portion of the proposed site has existing entitlements on 14.7 acres for 57 single family residential lots on both the west and east sides of Quincy with proposed modifications to the Quincy Channel in coordination from the State of California Department of Fish and Game, Regional Water Quality Control Board, the City of Moreno Valley and the existing property owner/developer. The entitled project included single family lots within the Specific Plan 214 Cactus Corridor which has since been rescinded. The proposed project is consistent with the prior entitled project.

In response to the notification of the local Indian Tribes per the Native American Heritage Commission and SB 18, additional discussions have taken place to address the potential for archeological finds whereas the applicant will be providing on-site monitoring from an archeologist and a tribal representative per modified conditions of approval and modifications to the mitigation monitoring program.

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

Properties to the north include vacant land and large lot developed single family residences with R3 zoning. Properties to the east are vacant and zoned R5, RS10 and R15. To the west and south include existing single family developments zoned RS10 and SP193ML on parcels ranging in size from 5,200 square feet to 8,000 square feet, consistent with the proposed development.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement). This includes Riverside County Flood Control and Water Conservation District, Eastern Municipal Water District and Southern California Edison Company.

The project requires improvements over the existing Quincy Channel and the project applicant will be coordinating with the California Department of Fish and Game and the U.S. Army Corps of Engineers.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below( ■ ) would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	X
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a “potential significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Signature

Date

Printed Name

For

## EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Potentially Significant Unless Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analysis,” as described in (5) below, may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
  - (a) Earlier Analysis Used. Identify and state where they are available for review.
  - (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - (c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

<b>Issues and Supporting Information</b>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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<b>I. AESTHETICS.</b> Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
The project site is not located in an area identified in the General Plan as an aesthetic resource or a significant visual resource. Since the project is proposed in an area where development has taken place over the years, the effect would be a less than significant effect on existing scenery in the area. The project as designed and conditioned will assure a design standard that will not have a substantial adverse effect on the scenic vista of the area.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
There are no trees, rock outcroppings or historic buildings on the site. There are no state scenic highways in the vicinity of the site. The site has been disked over the years for weed abatement. There are some trees and as designed and conditioned, the project will not substantially damage scenic resources.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
The site is currently vacant and is bounded on the north and east by vacant land which is zoned for single-family residential uses. Surrounding land uses to the north include vacant R3 zoned land with some custom homes to the northeast on Brodiaea Avenue. Land use to the west includes existing single-family tract homes in the RS10 zone, which is comparable to the Planned Unit Development (PUD) proposed by this project. The proposed R5 zoning and the PUD with the 6,000 square foot minimum lots sizes are consistent with existing land uses and as designed and conditioned will not substantially degrade the existing visual character or quality of the site and its surroundings.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
As the site is currently vacant, the proposed development will add new light and glare. All project lighting will be required to comply with the Municipal Code provisions regarding light and glare. Compliance with the Municipal Code, including shielding of all exterior lights, will reduce light and glare impacts to surrounding properties to less than significant.				
<b>II. AGRICULTURE RESOURCES:</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?			X	
The site has been used in the past for agriculture. The Municipal Code allows for agricultural uses such as crops in all zoning districts. The site is designated as prime farmland on the Riverside County Important Farmland Map (1998) with a portion of the site having been planted with wheat in the past. The site has no agriculturally productive activities occurring within the project boundaries.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The site is not currently in agricultural use, or under Williamson Act control. There is no existing surrounding agricultural use, or sites under Williamson Act contract. The Municipal Code allows for agricultural uses such as crops in all zoning districts, therefore, the proposed tentative tract map does not conflict with existing zoning for agricultural use, or impact sites under Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
There is no immediate surrounding agricultural use, or any proposed according to the General Plan. The proposed tentative tract map will not involve changes to the existing environment, which will result in the conversion of farmland to non-agricultural use.				
<b>III. AIR QUALITY:</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?		X		

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The Air Quality Management Plan (AQMP) sets forth a comprehensive program that will lead the air basin into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections. Based upon the Air Quality Impact Analysis prepared for the project by Urban Crossroads Inc., 2012, section 3.6, the project satisfies the two applicable criteria for determining consistency, the Project is deemed consistent with the AQMP and a less than significant impact will occur. The project is in conformance with the AQMP. Based upon the project density and proposed use, the project is in compliance with the General Plan. The General Plan Amendment sought in connection with the project merely modifies the General Plan Circulation Element, updates the zoning and does not change the project's conformance with the AQMP.

Additionally, the Project will not exceed any applicable numeric thresholds for construction (after mitigation) or operational activity. Detailed construction and operational emission summaries and model outputs are provided in the report (TTM No. 36436) Air Quality Impact Analysis, Urban Crossroads, Inc. 2012.

The only applicable mitigation measure identified in the report (TTM No. 36436) Air Quality Impact Analysis, Urban Crossroads, Inc. 2012 that is required is as follows:

**MM AQ-1**

The following measures are recommended to be incorporated into Project plans and specifications as implementation of Rule 403:

- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day. As shown in Table XI-A, located in Appendix "B", implementation of this measure is estimated to reduce PM<sub>10</sub> and PM<sub>2.5</sub> fugitive dust emissions by approximately 61%. The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions by approximately 44%.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		X		
(b. through c.) The proposed area is designated as an extreme non-attainment area for ozone, and a non-attainment area for PM10 and PM2.5. Germane to this non-attainment status, the project-specific evaluation of emissions presented in the Air Quality Impact Analysis study completed for this project demonstrates that the project will not result in exceedances of any applicable thresholds which are designed to assist the region in attaining the applicable state and national ambient air quality standards. The project will comply with SCAQMD's Rule 403 (fugitive dust control) during construction, as well as all other adopted AQMP emissions control measures. Per SCAQMD rule and mandates, as well as the CEQA requirements would also be imposed on all projects Basin-wide, which would include all related projects. As such, cumulative impacts with respect to criteria pollutant emissions would be less than significant.				
d) Expose sensitive receptors to substantial pollutant concentrations?		X		
The proposed residential project will not result in substantial pollutant concentrations after mitigation, and therefore will not expose people to pollutant concentrations.				
e) Create objectionable odors affecting a substantial number of people?				X
The proposed residential project would not create any source of objectionable odors affecting other people since it does not involve any industrial or other production activities.				
<b>IV. BIOLOGICAL RESOURCES.</b> Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?		X		



Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project site is comprised of 43.52 acres located on the south side of Brodiaea Avenue and on the west side of Quincy Street and the east side of Quincy Channel south to Cactus Avenue. The project will be improved in accordance with the District's Master Drainage Plan. The entire channel at this location will be permanently disturbed in association with expansion and reconfiguration improvements to the Quincy Channel. The following agency jurisdictions have the potential to be impacted. Regional Water Quality Control Board, Army Corps of Engineers and California Department of Fish and Game.

A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. with the following results:

**Burrowing Owl Focused Survey:**

The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys.

**Nesting Birds:**

The project site supports low to medium height herbaceous vegetation with the potential to support nesting birds. The migratory Bird Treaty Act (MBTA) and California Fish and Game Code prohibits impacts to nesting birds.

**Raptor Foraging Habitat:**

The project site consists mostly of flat open fields with low-growing ruderal vegetation, agricultural field crop lands, and annual grasses that can be utilized by raptor for foraging. However, there are no nesting opportunities for raptors on site.

**Riparian/Riverine Areas and Vernal Pools:**

The project site contains approximately 0.18 acres of scattered patches of mule fat scrub and is limited to the on-site portion of the project and are limited to the bed and bank of the Quincy Channel with larger stands upstream. This habitat is not suitable for the vireo, flycatcher or cuckoo. Additionally, this disturbed habitat has marginal quality for riparian birds: therefore, the loss of this patchy habitat will not result in an adverse loss of functions or values for the MSHCP covered species. Also, this disturbance would not have the potential to directly or cumulatively impact functions or values of downstream biological resources. The project site does not contain vernal pools, or other suitable habitat for fairy shrimp, including the Riverside fairy shrimp or the vernal pool fairy shrimp.

**Jurisdictional Waters:**

The project site contains a portion of the Quincy Channel, portions which are within the jurisdiction of the Corps, CDFG and Regional Board. Potential Corps jurisdiction associated with the project site totals .48 acres, none of which consists of jurisdictional wetlands. A total of 1,481 linear feet of streambed is present,

Potential Regional Board jurisdiction associated with the project site totals 0.57 acre, none of which consists of jurisdictional wetlands. A total of 1,791 linear feet of streambed is present.

Potential CDFG jurisdiction associated with the project site consists of 1.04 acres of which .18 acres consists of vegetated riparian habitat. A total of 1,791 linear feet of streambed present.

The impacts to jurisdictional waters will require a CWA Section 404 permit from the Corps, a CWA Section 401 Water Quality Certification and/or Section 13260 Report of Waste Discharge from the Regional Board, and a Fish and Game Code Section 1602 Streambed Alteration Agreement from CDFG. The project shall mitigate permanent impacts to jurisdictional waters with Mitigation Measure BIO-3 as stated below.

The project will not result in significant indirect impacts to special-status biological resources. The project site is not located adjacent to the MSHCP Conservation Area and therefore the project is not required to implement measures pursuant to the MSHCP Urban Wildland Interface Guidelines. The project will pay mitigation fees required by the MSHCP. Because the project is consistent with the MSHCP and with mitigation measures to be implemented, the cumulative impacts attributed to the project would be reduced to below a level of significance.

The entire site has been disturbed by human activities including disking of the site.

The following mitigation measures shall apply to the proposed residential development for actual or potential impacts to the special-status resources. In addition, mitigation is also provided by the MSHCP through participation with the MSHCP and compliance with MSHCP requirements:

**BIO-1** Pursuant to Objective 6 of the MSHCP species-specific objectives for the burrowing owl, a qualified biologist shall conduct pre-construction presence/absence surveys for burrowing owl within 30 days prior to any disturbance of the site. If owls are detected onsite, a qualified biologist shall relocate the owls from the site following accepted protocols. Owl relocation shall occur between September 15<sup>th</sup> and February 1<sup>st</sup> to avoid the nesting season. The take of active nest is not allowed by the MSHCP, and is prohibited by the MBTA and California Fish and Game Code.

**BIO-2** Any vegetation clearing and ground disturbance should be conducted outside of the nesting season (February 1<sup>st</sup> through September 15<sup>th</sup>). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within 3 days prior to any disturbance of the site. If active nests are identified, the biologist shall establish suitable buffers around the nest, and the buffers shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests.

**BIO-3** The Project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition of credits at a minimum 1:1 ratio from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-Lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA. The project will be required to pay SKR and MSHCP mitigation fees.

b) Have a substantially adverse effect on any riparian habitat or other sensitive		X		
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				
<p>The project site contains approximately 0.18 acres of scattered patches of mule fat scrub and is limited to the on-site portion of the project and are limited to the bed and bank of the Quincy Channel with larger stands upstream. This habitat is not suitable for the vireo, flycatcher or cuckoo. Additionally, this disturbed habitat has marginal quality for riparian birds: therefore, the loss of this patchy habitat will not result in an adverse loss of functions or values of downstream biological resources. . Also, this disturbance would not have the potential to directly or cumulatively impact functions or values of downstream biological resources. The project site does not contain vernal pools, or other suitable habitat for fairy shrimp, including the Riverside fairy shrimp or the vernal pool fairy shrimp. Project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition of credits at a minimum 1:1 ratio from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-Lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA.</p>				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
<p>A Jurisdictional Delineation Report was prepared on by Glenn Lukos Associates, Inc. on November 6, 2012. The report identified non-wetland Waters of the United States along the Quincy Channel and along a portion of Brodiaea Avenue. Based upon this report, there are no wetlands located on the project site.</p>				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
<p>This project site is located on the edge of existing development. There are existing tract homes immediately to the west and tract homes further to the south on Cactus Avenue. Further to the northeast are existing custom homes on 10,000 to 20,000-square foot or greater parcels. A Biological Assessment for the property was prepared on November 6, 2012 by Glenn Lukos Associates, Inc. The project site contains suitable habitat with the potential to support burrowing owls, including ground squirrel burrows. However, no burrowing owls or diagnostic owl sign were detected during focused surveys, so it is unlikely that the proposed project will directly impact sensitive species. There are no known migratory fish or wildlife species or migratory wildlife corridors, on or near the project site.</p>				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
<p>The proposed project will not conflict with any General Plan or local policies pertaining to the protection of biological resources. The project is consistent with the goals and objectives of the General Plan.</p>				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			X	
<p>The proposed project is located within the boundaries of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP). Also, the City is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within any of the (MSHCP) criteria areas, PQP land, or any special survey areas, other than the burrowing owl survey area. A burrowing owl survey assessment was completed for this site with no owls observed on the site. The project has been conditioned to coordinate with the U.S. Army Corps of Engineers, the Santa Ana Regional Water Quality Control Board, and the California Department of Fish and Game for any permits that will be required for development of the project. Therefore, the project as designed and conditioned will not conflict with the MSHCP. The SKR Habitat plan will require a fee of \$500.00 per acre to be paid by the developer to assist in setting aside established protection areas for said habitat. This project will also be subject to fees to support the implementation of the MSHCP.</p>				
<p><b>V. CULTURAL RESOURCES.</b> Would the project:</p>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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(a. through c.) Based upon inspection of the project site and review of the Cultural Resources Inventory for the City of Moreno Valley, (Archeological Research Unit, University of California, Riverside, October 1987), there are no known archaeological resources on the site. There are no historical structures existing on the site. There are no known paleontological or unique geological features on the site.				
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	
No known human remains have been identified at the project site. Conditions of approval address the issue of inadvertent discoveries. A standard condition of approval will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources are uncovered on the project site.				
<b>VI. GEOLOGY AND SOILS.</b> Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
The proposed project would not have a direct impact on creating geologic concerns. The area is currently designated for single-family residential uses. In addition, the site is not within an Alquist-Priolo zone, or other designated fault hazard zone. According to the City's environmental information and the Geotechnical report provided, the project site is not on any known earthquake fault. There is no risk of ground rupture due to faulting at the proposed project site.				
(ii) Strong seismic ground shaking?			X	
The nearest fault is the San Jacinto fault system, which is located about 2.5 miles to the northeast. The Casa Loma fault system also lies within close proximity – about 3-miles northeast of the site. It should be noted, that within the City of Moreno Valley, the Casa Loma fault is only a fault trace. The San Andreas fault system is 13.6 miles from the site. The active Sierra Madre and San Gabriel fault zones lie roughly 35 and 70miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones lie approximately 20 and 45 miles, respectively, to the southwest of the site. This faulting is not considered a significant constraint to development on the site with the use of current development codes.				
(iii) Seismic-related ground failure, including liquefaction?			X	
According to the City's environmental resources, the project site is not on, or close to, any known earthquake fault. However, ground-shaking intensity could possibly be moderately-high during a 100-year interval earthquake. Water table and soil conditions are not conducive to seismic related failure. Potential dynamic settlements are within design tolerances per soils report provided by applicant				
(iv) Landslides?				X
This site is not near or adjacent to the mountainside areas. The site is mostly flat, and landslides will not be an issue. There is no potentially significant impact from landslides.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The development of the site will likely result in the reduction of erosion with the placement of buildings and landscaping on the site. During construction, there is the potential for less than significant impacts for short-term soil erosion from minimal excavation and grading. This will be addressed as part of standard construction, such as watering to reduce dust and sandbagging, if required, during raining periods which will be part of the SWPPP document provided by the applicant				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
The project will be required to provide an updated Geotechnical Report during the grading process to ensure any existing unsuitable soil condition is eliminated. As provided for in the conditions of approval, the applicant must provide a soils and geologic report to City prior to any disturbance of the site. . Potential dynamic settlements are within design tolerances.				
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
The site will not be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code that would create substantial risks to life or property. As provided for in the conditions of approval, the applicant must provide a soils and geologic report to the City prior to any disturbance of the site.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project will operate on a sewer system that will be reviewed, approved and installed according to Eastern Municipal Water District requirements. The proposed project will not be introducing septic tanks or alternative water disposal systems.

**VII. GREENHOUSE GAS EMISSIONS.** Would this project?

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
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Global climate change is caused by greenhouse gas (GHG) emissions throughout the world. Mitigating global climate change will require worldwide solutions. Greenhouse gases are gases emitted from the earth's surface that absorb infrared radiation in the atmosphere. Increases in these gases lead to more absorption of radiation and warm the lower atmosphere, and therefore increase evaporation rates and temperatures on the Earth's surface. The City of Moreno Valley is currently in the process of preparing a Climate Action Strategy. However, at this time, there are no widely accepted thresholds of significance for determining the impact of GHG emissions from an individual project, or from a cumulative standpoint. As provided for in the CEQA Guidelines (Section 15064.4), it is necessary for the lead agency to make a good-faith effort in considering GHG emissions on a project specific basis. Based on the limited scope of the project and consistency of the project with the City's adopted General Plan, zoning, and Specific, the City has chosen to rely on a qualitative analysis. It should also be noted that a portion of the site has been previously entitled for a similar 57 single family residential project. To the extent possible based on scientific and factual data available, it has been determined that this project will not result in generating greenhouse gas emissions that will either directly or indirectly have a significant impact on the environment. Based on a Greenhouse Gas Analysis prepared for the project it was determined that the project would not result in a significant impact as the project is required to comply with all mandatory regulatory requirements imposed by the State of California and the South Coast Air Quality Management District aimed at the reduction of air quality emissions.

Furthermore, a greenhouse gas impact analysis has been prepared: *for (TTM No. 36436) Greenhouse Gas Impact Analysis, Urban Crossroads, Inc. 2012*. Results of the analysis indicate that the project will result in approximately 2,962.14 MT/yr CO<sub>2</sub>e (see table *Total Project Greenhouse Gas Emissions (Annual) (Metric Tons Per Year)*); the proposed project would not exceed the SCAQMD's interim threshold of 3,500 MT/yr CO<sub>2</sub>e. Therefore, a less than significant impact will occur.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
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The proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. The City does not currently have an adopted plan. Notwithstanding, the report for *f(TTM No. 36436) Greenhouse Gas Impact Analysis, Urban Crossroads, Inc. 2012* has evaluated whether or not the Project would conflict with the requirements of AB 32, and more specifically, the CARB Scoping Plan. Results of the analysis conclude that the Project would not conflict with AB 32 or the CARB Scoping Plan and a less than significant impact will occur.

**VIII. HAZARDS AND HAZARDOUS MATERIALS.** Would the project?

a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
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b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
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c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
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(a. through c) The proposed project will not create a significant hazard to the public or the environment. There will be no known hazardous materials associated with the development of the site. The project as designed and conditioned will not emit hazardous emissions or handle hazardous materials.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
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The project is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
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The nearest airport is the March Air Reserve Base located approximately nine miles to the west. The distance to the runway is approximately eleven miles. The site is not within the crash zones or the noise contours identified in the most recent Air Installation Compatible Use Zone (AICUZ) study. (Municipal Code Section 9.07.060) The site is not within an airport land use plan.

f) For a project within the vicinity of a private airstrip, would the project result in				X
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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a safety hazard for people residing or working in the project area?				
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There are no private airstrips within the City of Moreno Valley. The project is not within proximity of a private airstrip. Therefore, the project would not result in a safety hazard pertaining to proximity of a private airstrip.

g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
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The proposed project would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City's emergency plans are also consistent with the General Plan. The proposed project has been designed and conditioned to provide required circulation and required fire access to allow for ingress of emergency vehicles and egress of residents. Therefore, the proposed project would not be in conflict in any way with the emergency response or emergency evacuation plans.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
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The proposed project site is not adjacent to wildlands, and as such would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, the project is not located within a designated wildland area.

**IX. HYDROLOGY AND WATER QUALITY.** Would the project:

a) Violate any water quality standards or waste discharge requirements?			X	
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As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This could incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to wind and water erosion that would contribute to downstream sedimentation.

A preliminary Water Quality Management Plan (WQMP) was reviewed by the City's Land Development Division. The plan reviewed on-site drainage and has incorporated post construction best management practices (BMPs) into the site plan. Two water quality basins are included in the design of the project. A final WQMP is required to be submitted and approved prior to the approval of any grading plans.

A Storm Water Pollution Prevention Plan (SWPPP) will be required prior to approval of any grading plans. The SWPPP will require implementation of construction BMPs that will assist with sediment and erosion control during construction.

The proposed project would comply with all drainage master plans permits and development guidelines associated with urban runoff. Both project construction and operation are subject to established regulatory programs directed at avoiding violations of water quality standards and waste discharge requirements. Project construction activities are subject to implementation of a range of known BMPs as detailed in the required SWPPP. Project operation activities are subject to implementation of site design, source control, and treatment control BMPs as identified in the WQMP. Additionally, ongoing maintenance and monitoring responsibilities of the proposed BMPs are defined in the WQMP.

Furthermore, the project will be designed in accordance with the conditions of approval set forth by the City. These conditions require the implementation of a SWPPP and WQMP. The SWPPP, WQMP together with the City's grading ordinance, the project grading and erosion control plans, and City inspection oversight during grading and construction, will ensure that water quality and discharge impacts are less than significant.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
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The Eastern Municipal Water District (EMWD) would provide the proposed project with water supplies as opposed to utilizing individual water wells. Water supplies are adequate to serve the proposed project. Although the project would cover a majority of the site with impervious surfaces, the landscaped areas would still provide a means for groundwater recharge. Impacts would be less than significant.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Quincy Channel, which bisects the project site, will be improved in accordance with Riverside County Flood Control and Water Conservation District's Moreno Master Drainage Plan in its present alignment. Improvements consist of a ungrouted rip rap lined trapezoidal channel with cut off walls on each bank to prevent future meandering of the channel. Project area runoff east of the channel will continue to discharge into Quincy Channel, just south of the project boundary. Project area runoff west of the channel will be intercepted by a proposed master drainage plan storm drain line in Cactus Avenue which will direct flows away from Quincy Channel and ultimately connect to an existing storm drain line further west in Cactus Avenue. Northerly offsite flows will be intercepted by a proposed master drainage plan storm drain line in Brodiaea Avenue which will then discharge into Quincy Channel. Ungrouted rip rap lined channel improvements will help to reduce sedimentation downstream of the project site.

This project has been conditioned to coordinate with the Army Corp of Engineers (ACOE), and the California Department of Fish and Game (CDFG) for any permits that will be required of the project. The project will not cause a change in the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Therefore, project implementation would not result in modifications that could ultimately result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?			X	
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As previously stated, there will be no alteration of drainage patterns. The project will create more impervious surfaces through the construction of streets, hardscape, and structures which will decrease the soil absorption rate and increase the rate of surface runoff. However, the project proposes the construction of storm drains which will be sized to accept existing and incremental development runoff. Therefore, project implementation would not result in modifications that could ultimately result in flooding on- or off-site. Impacts would be less than significant.

e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
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f) Otherwise substantially degrade water quality?			X	
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(e and f) The project will be required to construct adequately sized storm drain facilities in accordance with RCFC&WCD and City standards. The storm drain facilities will be sized to capture developed 100-year storm flows. In addition, two water quality basins will be required in order to reduce additional sources of polluted runoff caused by the project development.

g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			X	
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The current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates that the project is in Flood Zone X, "Areas of 0.2% annual chance flood areas; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

This flood zone (which is not a Special Flood Hazard Area) does not require any Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR).

The storm drain system designed for this project including Quincy Channel, will collect and convey the 100-year storm flows in accordance with Riverside County Flood Control District and City criteria.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			X	
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The current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates that the project is in Flood Zone X, "Areas of 0.2% annual chance flood areas; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The storm drain system designed for this project including Quincy Channel, will collect and convey the 100-year storm flow in accordance with Riverside County Flood Control District and City criteria.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
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<b>Issues and Supporting Information</b>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates that the project is in Flood Zone X, "Areas of 0.2% annual chance flood areas; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The storm drain system designed for this project including Quincy Channel, will collect and convey the 100-year storm frequency in accordance with Riverside County Flood Control District and City criteria.

The project will collect and convey 100-year storm event flows to the improved Quincy Channel and to existing master plan drainage facilities. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir and will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.

j) Inundation by seiche, tsunami, or mudflow?				X
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The site is not identified in the General Plan as a location subject to seiche, or mudflow.

**X. LAND USE AND PLANNING.** Would the project:

a) Physically divide an established community?				X
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The project is located within the RS10, R10 and R15 residential zones. The project proposes a Tentative Tract Map (36436), a Conditional Use Permit (CUP), a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment to modify the land use and circulation element to be consistent with the proposed development and the surrounding area and a Variance proposed for higher retaining walls due to the change in grade from the adjacent parcels to the west and southeast. The project site is bounded on the west, south and east by comparable zoning with existing single-family tract homes immediately to the west. Land uses to the north include vacant land and custom homes in the R3 zone. The proposed project, as conditioned and designed is in conformance with the standards the City's Municipal Code. The addition of the proposed use will not physically divide an established community.

b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
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The project is located within the RS10, R10 and R15 residential zones. The project proposes a Tentative Tract Map (36436), a Conditional Use Permit (CUP), a Variance, a Change of Zone and a General Plan Amendment subdividing 43.52 acres into 159 single family residential lots within a Planned Unit Development, modifying the zoning from Residential single family 10 (RS10), Residential 10 (R10) and Residential 15 (R15) multi-family to Residential 5 (R5) with lots ranging from 6,000 to 15,298 square feet and the General Plan amendment modify the circulation element to be consistent with the proposed development and the surrounding area. The proposed project, with the approval of the Change of Zone and the General Plan Amendment, as designed and conditioned will be in conformance with the standards of the City's Municipal Code and the General Plan.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X	
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The proposed project is located within the boundaries of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP). Also, the City is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within any of the (MSHCP) criteria areas, PQP land, or any special survey areas. A burrowing owl survey assessment was completed for this site with no owls observed on the site. Based upon a Biological Report dated November 6, 2012, the project is in compliance with the MSHCP. The project has been conditioned to coordinate with the U.S. Army Corps of Engineers, State Water Resources Control Board and the California Department of Fish and Game for any permits that will be required for development of the project. Therefore, the project as designed and conditioned will have no impacts on the MSHCP. The SKR Habitat plan will require a fee of \$500.00 per acre to be paid by the developer to assist in setting aside established protection areas for said habitat. This project will also be subject to fees to support the implementation of the Multiple Species Habitat Conservation Plan.

**XI. MINERAL RESOURCES.** Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
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The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan; consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.

<b>Issues and Supporting Information</b>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan; consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.				
<b>XII. NOISE.</b> Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
(a. through c.) There will no substantial permanent increase in ambient noise levels with the proposed project as designed and conditioned, there would be only minor increases in noise levels over existing conditions during construction. The tract is conditioned to include block walls along the lots which back to the Quincy channel as well as lots along Brodiaea Avenue, Wilmot Avenue and Cactus Avenue.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
Ambient noise levels will not substantially increase due to the proposed project. During construction, there will be some additional short-term noise from construction equipment. The City has a standard condition of approval regarding the public nuisance aspect of the construction activities. The construction operations including building related activities and deliveries shall be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, and from 7:00 AM to 8:00 PM on weekends and holidays, in accordance with City Municipal Code 8.14.040, unless otherwise extended or shortened by the City Engineer or Building Official.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project is not located within the area of an adopted airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within the vicinity of the site, or within the City of Moreno Valley.				
<b>XIII. POPULATION AND HOUSING.</b> Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
The proposed tentative tract map for a 159-lot subdivision is not expected to create substantial population growth. There is considerable existing development of the surrounding area as demonstrated by existing residences and existing road improvements and other infrastructure. Therefore, this project will have a less than significant impact.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
There are no existing residences on the site.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
There are no existing residences on the site. The project will not displace any residents.				
<b>XIV. PUBLIC SERVICES.</b> Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	

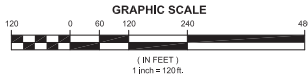
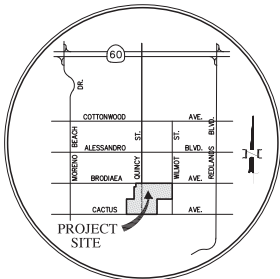


<b>Issues and Supporting Information</b>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?			X	
(a-e) There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project.				
<b>XV. RECREATION.</b>				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
The project would most likely increase the use of parks. The impact of this project on parks is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 159-lot subdivision to recreational facilities.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	
This project does include the extension of a multi-use trail within the public right-of-way along the south side of Brodiaea Avenue and the west side of the Quincy Channel with several exercise stations along the Quincy trail for public use. These trail segments are identified on the Master Plan of Trails within the City's General Plan.				
<b>XVI. TRANSPORTATION/TRAFFIC.</b> Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
With the approval of the General Plan Amendment for the modification to the Circulation Element, Quincy Street will be removed from the General Plan circulation element within the project area. Quincy Street is currently a Collector (66' R.O.W.) on the Circulation Element and the alignment connects from Cactus Avenue to Brodiaea Avenue. The project as designed eliminates Quincy Street as a high-volume collector (66' R.O.W.) and does not connect directly to Brodiaea Avenue. Staff has determined that the increase in traffic due to development of the vacant project site will be consistent with the capacity of the proposed and existing street systems.				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
The proposed project is consistent with a proposed change to the Circulation Element of the City's General Plan. Quincy Street is currently a Collector (66' R.O.W.) on the Circulation Element and the alignment connects from Cactus Avenue to Brodiaea Avenue. The project as designed eliminates the connection from Brodiaea Avenue to Cactus Avenue. The project as designed and conditioned will not exceed a level of service established by the City.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The proposed project would have no direct or indirect effect on air traffic patterns.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
As designed, the project will not result in hazards. The project is not adjacent to any potential incompatible uses.				
e) Result in inadequate emergency access?				X
The project as designed and conditioned is consistent with City standards. The site will be readily accessible for emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
There is no conflict with adopted alternative transportation policies.				
<b>XVII. UTILITIES AND SERVICE SYSTEMS.</b> Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in construction of new water or wastewater treatment facilities				X

<b>Issues and Supporting Information</b>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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or expansion of existing facilities, the construction of which could cause significant environmental effects?				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
(a. through e.) The proposed project is consistent with the General Plan, and therefore will not exceed wastewater requirements of the Regional Water Quality Control Board. Since the project is consistent with the General Plan land use, the project would not require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, or require or result in the construction of new storm water drainage facilities, or expansion of existing facilities.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
The needs of the project for solid waste capacity would be negligible. The proposed project is expected to result in the use of utilities similar to the commercial uses in the vicinity. The project will be served by a landfill in the Badlands with sufficient permitted capacity to accommodate the project's solid waste disposal needs per the City's EIR completed for the General Plan update.				
g) Comply with federal, state, and local statues and regulations related to solid waste?				X
The City is complying with State and Federal regulations regarding solid waste. All future projects will comply with the current policies regarding solid waste.				
<b>XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.</b>				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
The project would not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. The analysis in this Initial Study demonstrates that project and cumulative impacts would be less than significant. Finally, the project consists of residential uses that would not result in substantial adverse health effects on human beings.				
The project has been conditioned to conduct a burrowing owl survey prior to any grading on the site. The project has also been conditioned to obtain the necessary permits or waivers for the alteration of the existing Quincy Channel from the U.S. Army Corps of Engineers and the California Department of Fish and Game. The project does not have the potential to degrade the quality of the environment. The project has been previously disked and therefore will have a less than significant impact on fish or wildlife resources. There are no historic structures on the site, and there will be no impact to historic resources.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
This project will not create any impacts, that when viewed in connection with existing land uses, other recently approved projects, and existing and future proposed land use designations (Comprehensive General Plan Update) and future projects, would be considered cumulatively considerable. It is not expected that the proposed tentative tract map would result in incremental effects. The analysis in this Initial Study demonstrates that the proposed project cumulative impacts would be less than significant.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
The project consists of a residential use that will not cause substantial adverse effects on human beings, either directly or indirectly for the reasons described in this checklist/initial study.				

# PRELIMINARY GRADING PLAN TENTATIVE TRACT MAP No. 36436 CITY OF MORENO VALLEY RIVERSIDE COUNTY, CALIFORNIA



**PROJECT DESCRIPTION**

TM 36436 IS PROPOSED AS A SINGLE-FAMILY DETACHED RESIDENTIAL PROJECT CONSISTING OF 159 LOTS ON 43.52 GROSS ACRES (TO CENTERLINE OF ADJACENT PUBLIC STREETS), RESULTING IN A GROSS DENSITY OF 3.65 DU/ACRE. THE NET ACREAGE OF 36.03 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 4.41 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A SIX THOUSAND SQUARE MINIMUM LOT SIZE.

THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMOT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27523-2, WITH THE EXTENSION OF ARABESQUE LANE. EACH OF THE THREE PERIMETER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.

THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLANDS MITIGATION AREA WITHIN THE CHANNEL. TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECT'S FIRST FLUSH STORMWATER AND DIRT WEATHER RUNOFF FLOWS.

A CITY MULTI-PURPOSE TRAIL PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET A). THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET A WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CONNECTIONS TO STREET A. DIRECT PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

**GENERAL NOTES**

- THERE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SEWAGE LEACH FIELDS.
- ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.
- THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LIQUID OR SOLID WASTE DISPOSAL SITES.
- ALL HOMES SHALL BE FIRE SPRINKLERED.
- THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR CITY APPROVAL PRIOR TO THE RECORDED OF THE FIRST FINAL MAP.
- A PERMISSION TO GRADE LETTER SHALL BE REQUIRED PRIOR TO ISSUANCE OF A GRADING PERMIT FOR ANY GRADING ON ADJACENT PROPERTIES.
- NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN OUTCLEANED AND/OR VACATED.
- NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.
- NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMOT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMOT.
- EAST SIDE PROJECT FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN BB) AND OUTLET TO THE QUINCY CHANNEL.
- WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTLET STORM DRAIN EXTENDING APPROXIMATELY 2000 FEET WESTERLY ALONG CACTUS AVENUE CONNECTING TO RFC & WCD, MORENO AOP LINE F-4, AT MORENO BEACH DRIVE. TRENCH REPAIR INCLUDING GRINDING AND OVERLAY AT LEAST ONE LANE WILL BE REQUIRED WITH THIS EXTENSION.
- LETTERED LOTS T, U AND V SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES.
- PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

**ENVIRONMENTAL PERMITS/CLEARANCES**

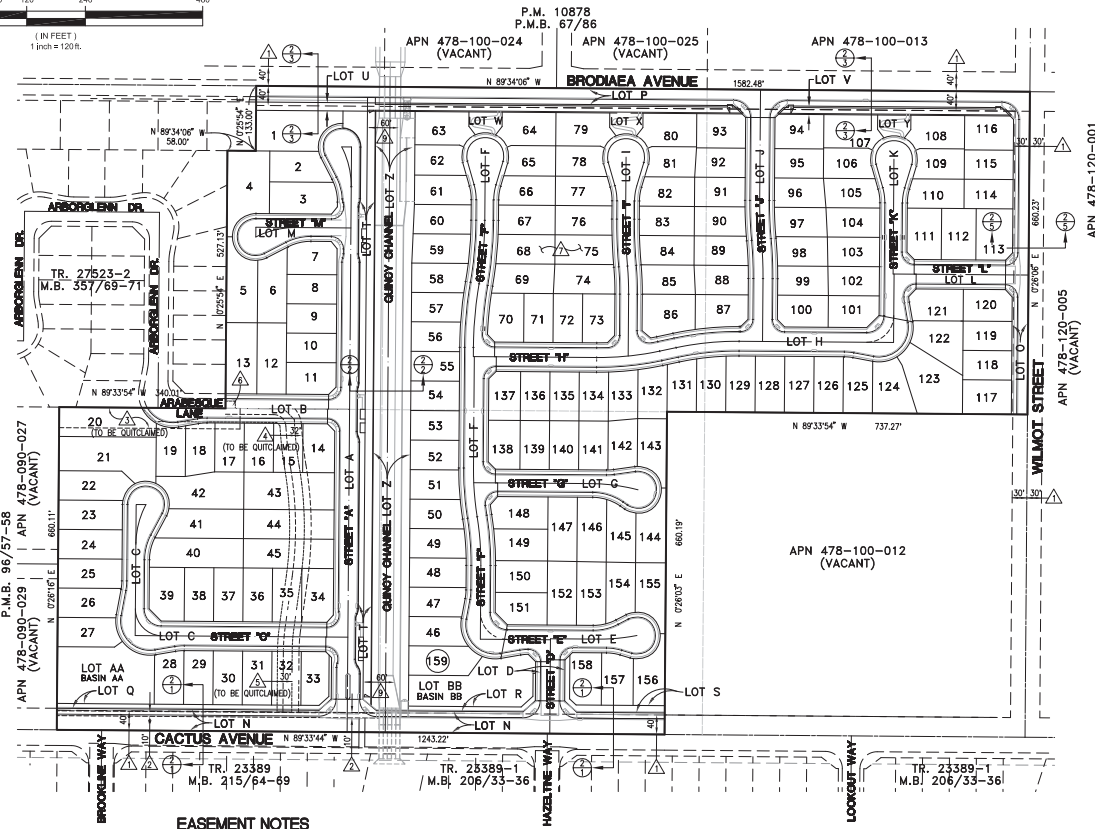
REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1700 STREAMBED ALTERATION AGREEMENT, AND SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATION. CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A NATIONWIDE PERMIT 14 AND/OR 29.

**FOOD NOTE**

SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 5% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 09650C0770G, EFFECTIVE DATE OF AUGUST 28, 2008.

-1069-

Item No. E.1



**EASEMENT NOTES**

- EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND INCIDENTAL PURPOSES PER BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP RECORDED IN BOOK 11, PAGE 10, OF SAN BERNARDINO COUNTY MAPS.
- EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES REC. SEPT. 30, 1966 AS INSTRUMENT NO. 97257, O.R.
- EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR EROSION AND TEMPORARY CONSTRUCTION PURPOSES RECORDED DEC. 2, 2003 AS INSTRUMENT NO. 2003-942813, O.R. (TO BE OUTCLEANED)
- EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR ROAD AND MAINTENANCE PURPOSES RECORDED LINE 30, 2004 AS INSTRUMENT NO. 2004-0507104, O.R. (TO BE OUTCLEANED)
- EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115840, O.R. (TO BE OUTCLEANED)
- EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115849, O.R.
- EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR FACILITIES, INGRESS AND EGRESS RECORDED DECEMBER 11, 2006 AS INSTRUMENT NO. 2006-0007331, O.R. SAID EASEMENT IS BLANKET IN NATURE. (TO BE OUTCLEANED)
- EASEMENTS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED MAR. 4, 1955, BOOK 1702, PAGE 559, & MAR. 23, 1959, BOOK 2436, PAGE 241, & MAR. 4, 1955, BOOK 1702, PAGE 467, & MAR. 4, 1955, BOOK 1705, PAGE 552, ALL OFFICIAL RECORDS. THE LOCATION OF SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
- EXISTING QUINCY STREET RIGHT OF WAY TO BE VACATED.

**EARTHWORK QUANTITIES** (SEE PRELIMINARY GRADING PLAN)

	CUT	FILL
MASS EXCAVATION	94,273 CY	86,097 CY
SHRINKAGE (20%)	(16,855 CY)	-
CLEARING & GRUBBING (0.1%)	7,275 CY	-
SUBSIDENCE (0.1%)	7,275 CY	-
OVEREXCAVATION	259,886 CY	259,886 CY
SHRINKAGE (20%)	(51,978 CY)	-
TOTAL	268,776 CY	345,983 CY
IMPORT	IMPORT	77,207 CY

**SOURCE OF TOPOGRAPHY**

COMPILED BY PHOTOGRAPHIC METHODS FROM AERIAL PHOTOGRAPHY DATED DECEMBER 2, 2011 BY GONN READ CORPORATION.

**SHEET INDEX:**

COVER SHEET	SHEET 1
TYPICAL SECTIONS & DETAILS	SHEET 2
TENTATIVE TRACT MAP	SHEETS 3-6

**LEGAL DESCRIPTION**

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOTS 3, 4, 5 AND 8 OF BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

**ASSESSOR'S PARCEL NUMBERS**

APN 478-100-024  
APN 478-090-007    APN 478-100-010  
APN 478-090-036    APN 478-100-009

**UTILITY PURVEYORS**

WATER: EMDW    ELECTRIC: MORENO VALLEY ELECTRIC UTILITY  
SEWER: EMDW    TELEPHONE: VERIZON  
CABLE TV: ADELPHI    SOLID WASTE: WASTE MANAGEMENT OF IN-LAND VALLEY  
GAS: SOUTHERN CALIFORNIA GAS COMPANY

**ZONING DATA:**

EXISTING GENERAL PLAN: R10/R15  
PROPOSED GENERAL PLAN: R5  
EXISTING ZONING: RS10/R15  
PROPOSED ZONING: R5

**LAND USE DATA:**

EXISTING LAND USE: VACANT (UNDEVELOPED)  
PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL - NORTH, WEST & SOUTH  
EXISTING ADJACENT LAND USE: SINGLE FAMILY RESIDENTIAL - NORTH & EAST

**LAND USE SUMMARY**

LOTS	LAND USE	ACREAGE	PERCENT(%)
1-159	SINGLE-FAMILY RESIDENTIAL	26.97	61.97%
A-P	PUBLIC STREETS (ONST)	9.08	20.82%
N-P	PUBLIC STREETS (BRODIAEA, WILMOT, CACTUS)	3.10	7.12%
Q-Z	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.76%
AA-BB	WATER QUALITY BASINS	1.04	2.39%
CC	RFCQD QUINCY CHANNEL	2.15	4.94%
	GROSS ACREAGE	26.97 + 9.06 = 43.52 AC.	100.0%
	NET ACREAGE	26.97 + 9.06 = 36.03 AC.	

**DENSITY**

159 UNITS/43.52 GROSS ACRES = 3.65 UNITS PER ACRE GROSS  
159 UNITS/36.03 NET ACRES = 4.41 UNITS PER ACRE NET

**TYPICAL RESIDENTIAL LOTS**

TYPICAL WIDTH = 60 FEET  
TYPICAL DEPTH = 100 FEET  
MINIMUM LOT AREA = 6,000 SQUARE FEET

**LOT FRONTAGE NOTE:**

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 50 FEET:  
LOTS 21 & 22 = 44 FEET  
LOTS 63, 64, 79, 80, 107, 108 & 159 = 35 FEET  
LOT 122 = 43 FEET  
LOT 123 = 40 FEET

**APPLICANT/DEVELOPER**

**CV COMMUNITIES, LLC**  
1900 QUAIL STREET  
NEWPORT BEACH, CA 92705  
PH: (949) 258-7538  
FAX: (949) 376-5022  
CONTACT: RYAN THOMAS

**OWNER**

**CV COMMUNITIES, LLC**  
1900 QUAIL STREET  
NEWPORT BEACH, CA 92705  
PH: (949) 258-7538  
FAX: (949) 376-5022  
CONTACT: RYAN THOMAS

**CIVIL ENGINEER**

*Stanley Morse*  
STANLEY MORSE  
RCE 20996, EXP. 9-30-13



## PA12-0004, PA12-0005 PRELIMINARY GRADING PLAN TENTATIVE TRACT MAP No. 36436

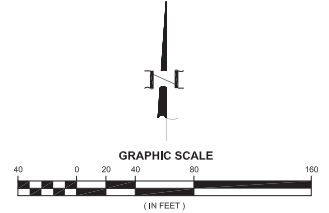
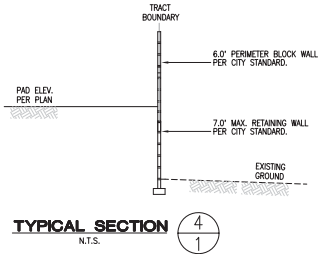
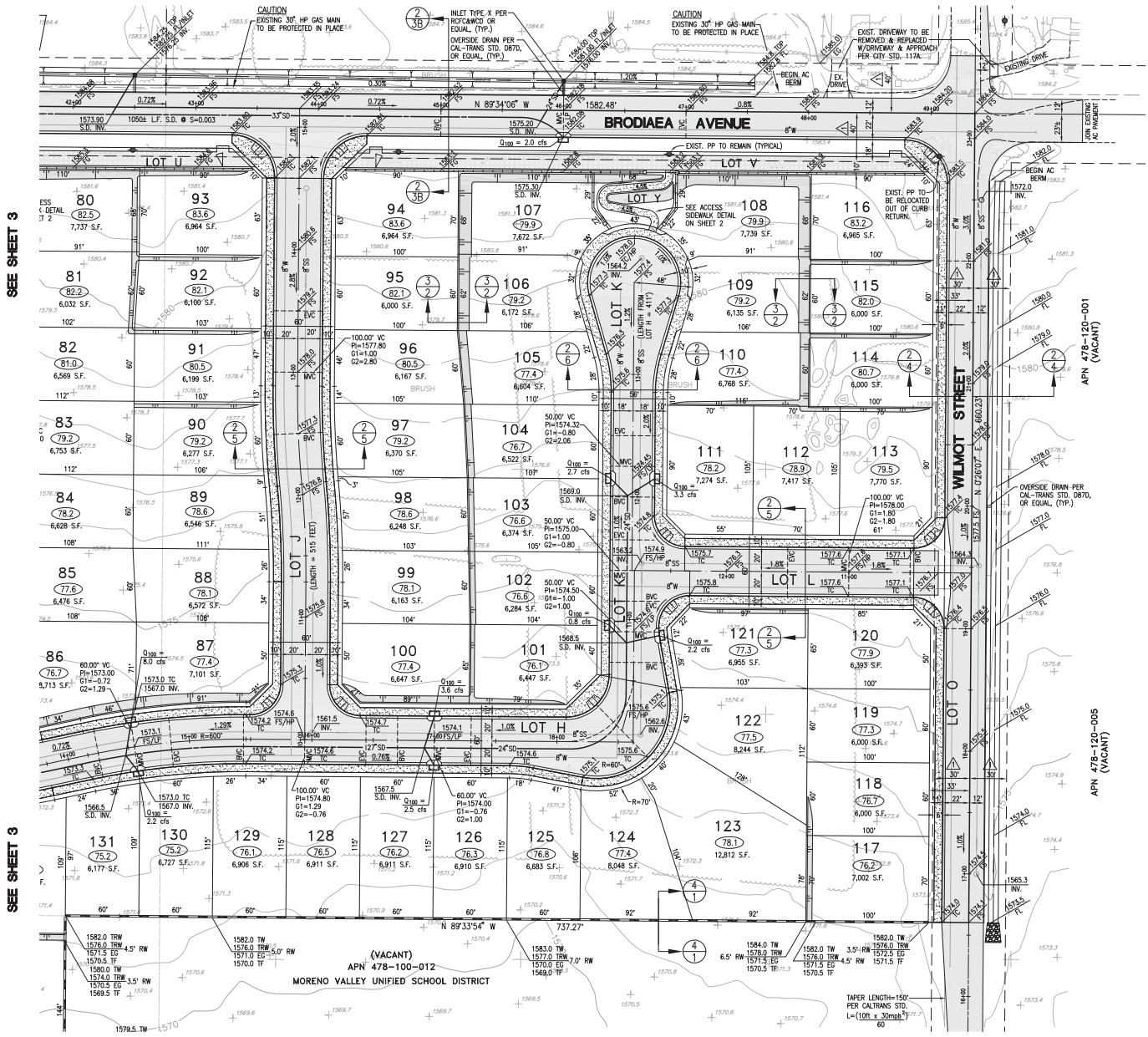
**CITY OF MORENO VALLEY**  
DATE PREPARED: OCTOBER 30, 2012  
SHEET 1 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436









PA12-0004, PA12-0005  
**PRELIMINARY GRADING PLAN**  
 TENTATIVE TRACT MAP No. 36436  
 CITY OF MORENO VALLEY

SEE SHEET 3

SEE SHEET 3

APN 478-120-001 (VACANT)

APN 478-120-005 (VACANT)

(VACANT)  
APN 478-100-012  
MORENO VALLEY UNIFIED SCHOOL DISTRICT

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436



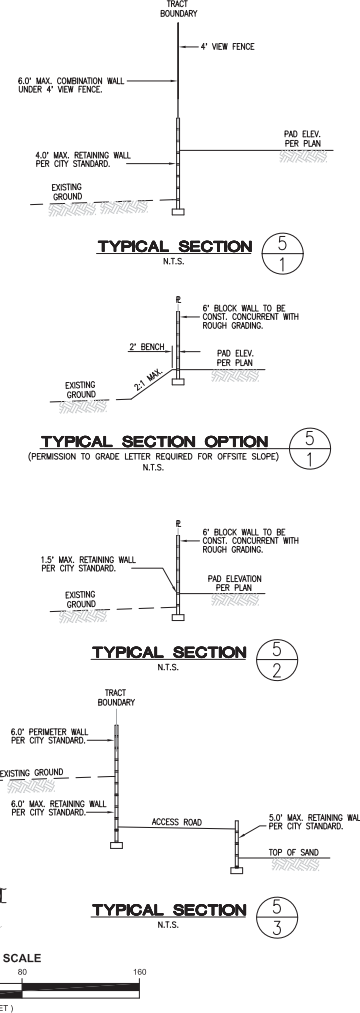
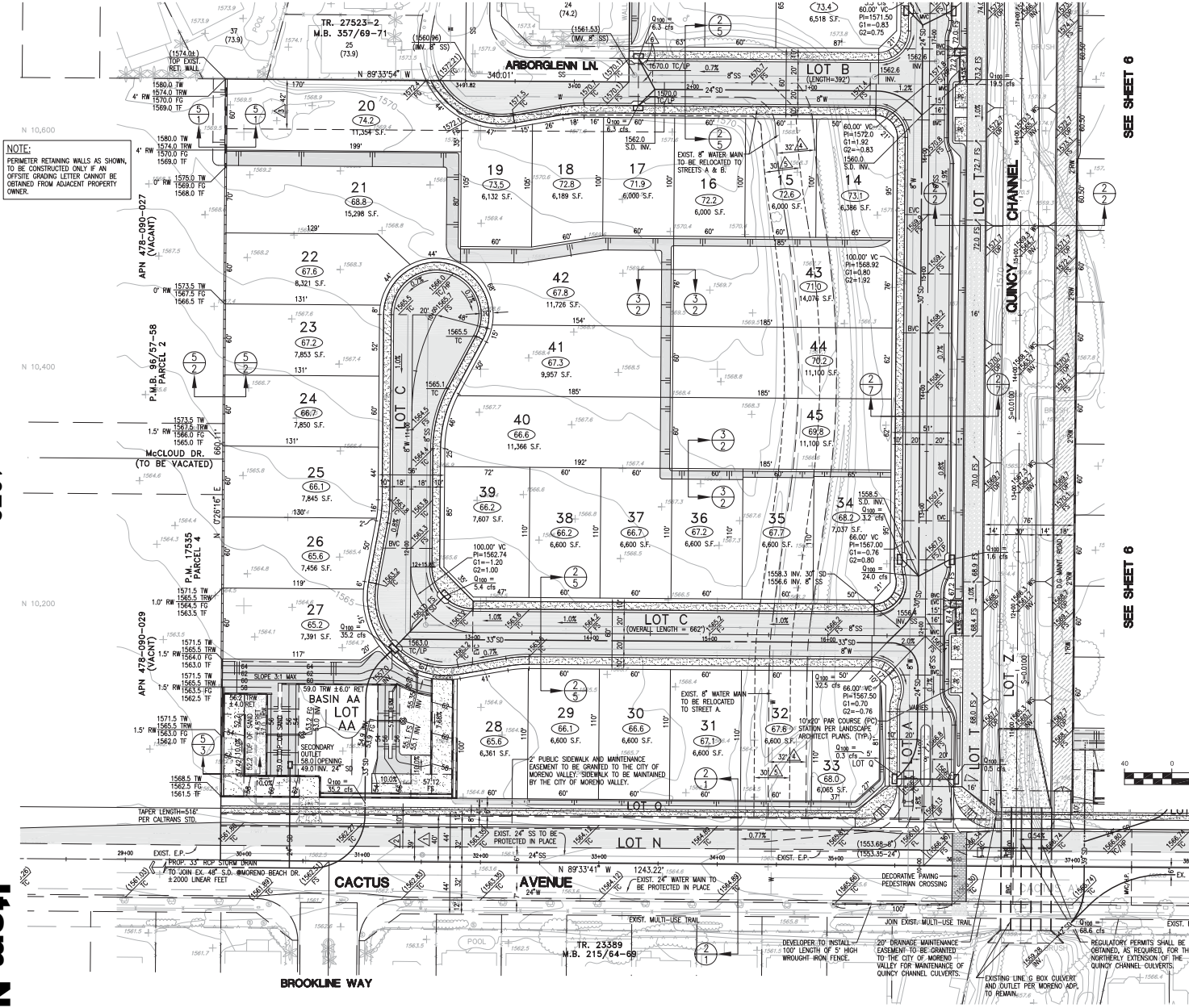
-1073-

Item No. E.1

SEE SHEET 3

SEE SHEET 6

SEE SHEET 6



PA12-0004, PA12-0005  
**PRELIMINARY GRADING PLAN**  
 TENTATIVE TRACT MAP No. 36436  
 CITY OF MORENO VALLEY

OCTOBER 30, 2012  
 SHEET 5 OF 6 SHEETS

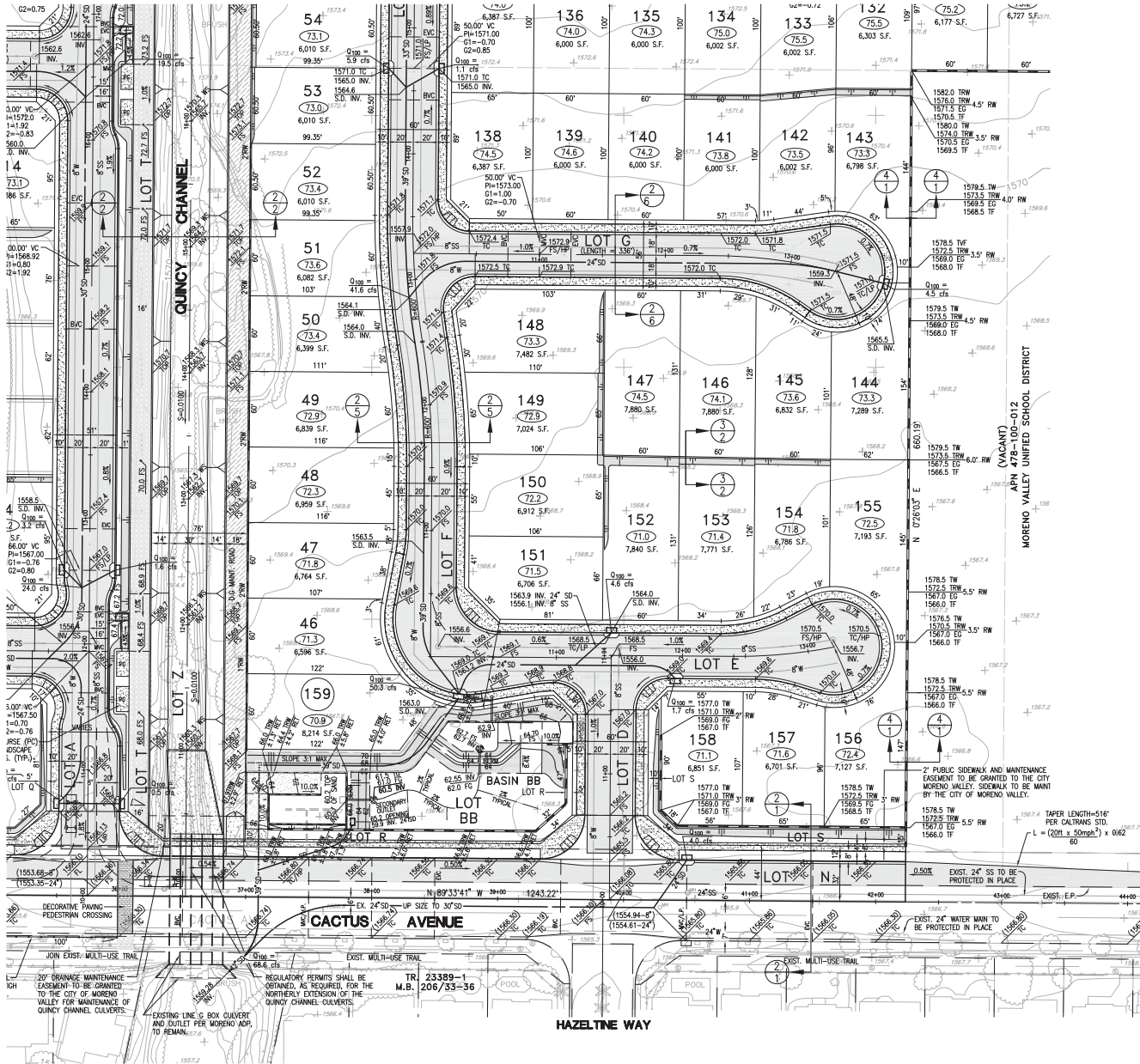
PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436

SEE SHEET 3

SEE SHEET 3

SEE SHEET 6

SEE SHEET 6



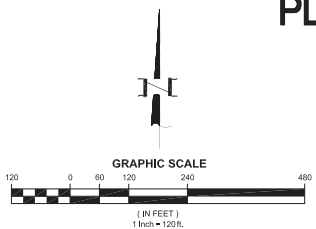
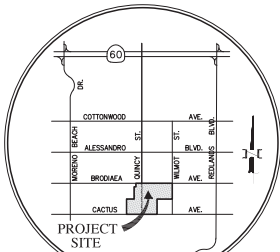
PA12-004, PA12-005  
**PRELIMINARY GRADING PLAN**  
 TENTATIVE TRACT  
 MAP No. 36436  
 CITY OF MORENO VALLEY

OCTOBER 30, 2012  
 SHEET 6 OF 6 SHEETS

PRELIMINARY GRADING PLAN - TENTATIVE TRACT 36436



# PLANNED UNIT DEVELOPMENT SITE PLAN TENTATIVE TRACT MAP No. 36436 CITY OF MORENO VALLEY RIVERSIDE COUNTY, CALIFORNIA



VICINITY MAP  
NOT TO SCALE

### PROJECT DESCRIPTION

TM 36436 IS PROPOSED AS A SINGLE-FAMILY DETACHED RESIDENTIAL PROJECT CONSISTING OF 159 LOTS ON 43.52 GROSS ACRES (TO CENTERLINE OF ADJACENT PUBLIC STREETS), RESULTING IN A GROSS DENSITY OF 3.65 DU/ACRE. THE NET AREAS OF 36.03 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 4.41 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A SIX THOUSAND SQUARE MINIMUM LOT SIZE.

THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMOT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27523-2, WITH THE EXTENSION OF ARABESQUE LANE. EACH OF THE THREE PERIMETER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.

THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLANDS MITIGATION AREA WITHIN THE CHANNEL. TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECT'S FIRST FLUSH STORMWATER AND DRY WEATHER RUNOFF FLOWS.

A CITY MULTI-PURPOSE TRAIL, PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET A), IS PROPOSED. THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET A WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CONNECTIONS TO STREET A. DIRECT PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

### GENERAL NOTES

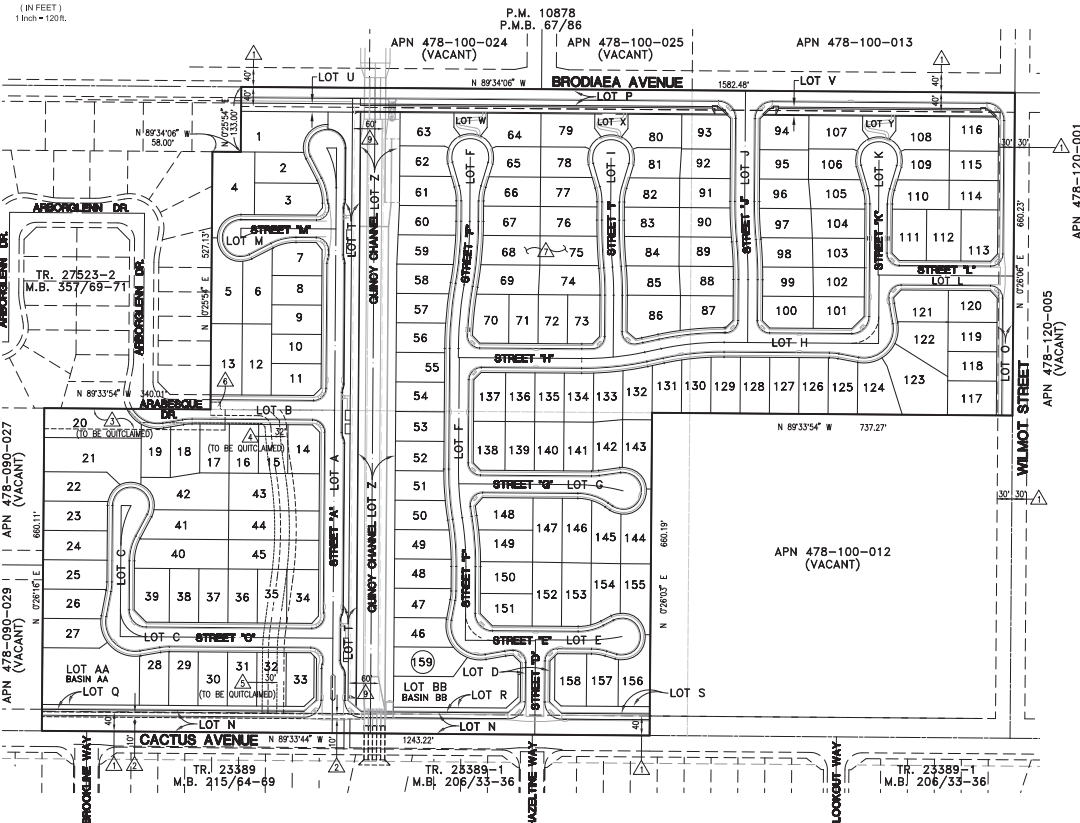
- THERE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SEWAGE LEACH FIELDS.
- ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.
- THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LIQUID OR SOLID WASTE DISPOSAL SITES.
- ALL HOMES SHALL BE FIRE SPARKLEPROOF.
- THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE CITY PRIOR TO THE RECORDATION OF THE FIRST FINAL MAP.
- A PERMISSION TO GRADE LETTER SHALL BE REQUIRED PRIOR TO ISSUANCE OF A GRADING PERMIT FOR ANY GRADING ON ADJACENT PROPERTIES.
- NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN OUTCLEANED AND/OR VACATED.
- NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.
- NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMOT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMOT.
- EAST SIDE PROJECT FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN BB) AND OUTLET TO THE QUINCY CHANNEL.
- WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTLET STORM DRAIN EXTENDING APPROXIMATELY 2000 FEET WESTERLY ALONG CACTUS AVENUE CONNECTING TO RFCF & WQBS, MORENO AOP LINE F-4, AT MORENO BEACH DRIVE. TRENCH REPAIR INCLUDING GRINDING AND OVERLAY OF AT LEAST ONE LANE WILL BE REQUIRED WITH THIS EXTENSION.
- LETTERED LOTS T, U AND V SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES.
- PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

### ENVIRONMENTAL PERMITS/CLEARANCES

REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1700 STREAMBED ALTERATION AGREEMENT, AND SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATION. CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A NATIONWIDE PERMIT 14 AND/OR 29.

### FOOD NOTE

SUBJECT PROPERTIES LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 5% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 09065C0770G, EFFECTIVE DATE OF AUGUST 28, 2008.



### EASEMENT NOTES

- EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND INCIDENTAL PURPOSES PER BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP RECORDED IN BOOK 11, PAGE 10, OF SAN BERNARDINO COUNTY MAPS.
- EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES REC. SEPT. 30, 1966 AS INSTRUMENT NO. 97257, O.R.
- EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR SLOPE AND TEMPORARY CONSTRUCTION PURPOSES RECORDED SECT. 2, 2003 AS INSTRUMENT NO. 2003-942813, O.R. (TO BE OUTCLEANED)
- EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR ROAD AND MAINTENANCE PURPOSES RECORDED JUNE 30, 2004 AS INSTRUMENT NO. 2004-050104, O.R. (TO BE OUTCLEANED)

### EASEMENT NOTES

- EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115848, O.R. (TO BE OUTCLEANED)
- EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115849, O.R.
- EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR UTILITIES, INGRESS AND EGRESS RECORDED DECEMBER 11, 2006 AS INSTRUMENT NO. 2006-0907731, O.R. SAID EASEMENT IS BLANKET IN NATURE, (TO BE OUTCLEANED)
- EASEMENTS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED MAR. 4, 1955, BOOK 1702, PAGE 559, & MAR. 23, 1969, BOOK 2436, PAGE 241, & MAR. 4, 1955, BOOK 1702, PAGE 467, & MAR. 4, 1955, BOOK 1703, PAGE 552, ALL OFFICIAL RECORDS. THE LOCATION OF SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
- EXISTING QUINCY STREET RIGHT OF WAY TO BE VACATED.

### SHEET INDEX:

- COVER SHEET SHEET 1
- TYPICAL SECTIONS & DETAILS SHEET 2
- CUP SITE PLAN SHEETS 3 & 4

### LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOTS 3, 4, 5 AND 8 OF BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

### ASSESSOR'S PARCEL NUMBERS

A.P.N. 478-100-034 A.P.N. 478-100-010  
A.P.N. 478-090-037 A.P.N. 478-100-009  
A.P.N. 478-090-036

### UTILITY PURVEYORS

WATER: EMDW MORENO VALLEY ELECTRIC UTILITY  
SEWER: EMDW TELEPHONE: VERIZON  
CABLE TV: ADELPHI WASTE MANAGEMENT  
GAS: SOUTHERN CALIFORNIA GAS COMPANY OF INLAND VALLEY

### ZONING DATA:

EXISTING GENERAL PLAN: R10/R15  
PROPOSED GENERAL PLAN: R5  
EXISTING ZONING: R10/R15  
PROPOSED ZONING: R5

### LAND USE DATA:

EXISTING LAND USE: VACANT (UNDEVELOPED)  
PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL - NORTH, WEST & SOUTH  
EXISTING ADJACENT LAND USE: VACANT (UNDEVELOPED) - NORTH & EAST

### LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT(%)
1-159	SINGLE-FAMILY RESIDENTIAL	26.97	61.97%
A-M	PUBLIC STREETS (ONSITE)	9.06	20.82%
N-P	PUBLIC STREETS (BRODIAEA, WILMOT, CACTUS)	5.10	7.12%
Q-Z	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.76%
AA-BB	WATER QUALITY BASINS	1.04	2.39%
CC	RFCF QUINCY CHANNEL	2.15	4.94%
<b>GROSS ACREAGE</b>		<b>43.52 AC.</b>	<b>100.0%</b>
<b>NET ACREAGE</b>		<b>26.97 + 9.06 = 36.03 AC.</b>	

### DENSITY

159 UNITS/43.52 GROSS ACRES = 3.65 UNITS PER ACRE GROSS  
159 UNITS/36.03 NET ACRES = 4.41 UNITS PER ACRE NET

### BUILDING SETBACKS

FRONT 20 FEET  
REAR 15 FEET  
INTERIOR SIDE 5 FEET  
STREET SIDE 10 FEET

### TYPICAL RESIDENTIAL LOTS

TYPICAL WIDTH = 60 FEET  
TYPICAL DEPTH = 100 FEET  
MINIMUM LOT AREA = 6,000 SQUARE FEET

### LOT FRONTAGE NOTE:

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 50 FEET:  
LOTS 21 & 22 - 44 FEET  
LOTS 63, 64, 79, 80, 107, 108 & 159 - 35 FEET  
LOT 122 - 43 FEET  
LOT 123 - 40 FEET

### CONCURRENT APPLICATIONS:

TENTATIVE TRACT MAP NO. 36436  
GENERAL PLAN AMENDMENT & CHANGE OF ZONE  
NOTE: SEE PRELIMINARY GRADING PLAN FOR TENTATIVE TRACT MAP NO. 36436 FOR PROPOSED PROJECT SITE GRADING AND DRAINAGE.

### APPLICANT/DEVELOPER

CY COMMUNITIES, LLC  
1900 QUAIL STREET  
NEWPORT BEACH, CA 92705  
PH: (949) 258-7538  
FAX: (949) 376-5522  
CONTACT: RYAN THOMAS

### OWNER

CY COMMUNITIES, LLC  
1900 QUAIL STREET  
NEWPORT BEACH, CA 92660  
PH: (949) 258-7538  
FAX: (949) 376-5522  
CONTACT: RYAN THOMAS

PA12-0004  
**P.U.D. SITE PLAN**  
**TENTATIVE TRACT**  
**MAP No. 36436**  
**CITY OF MORENO VALLEY**

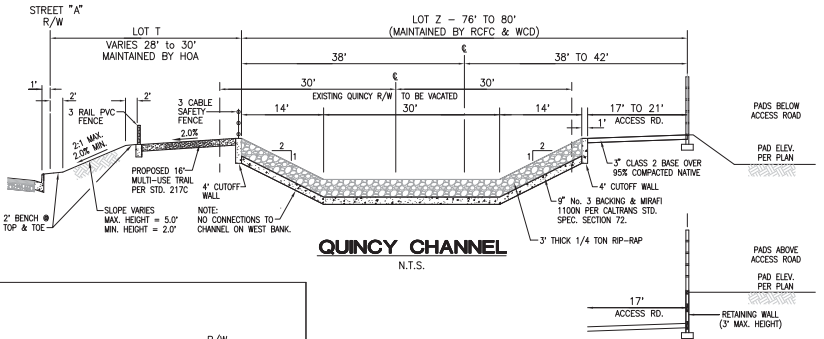
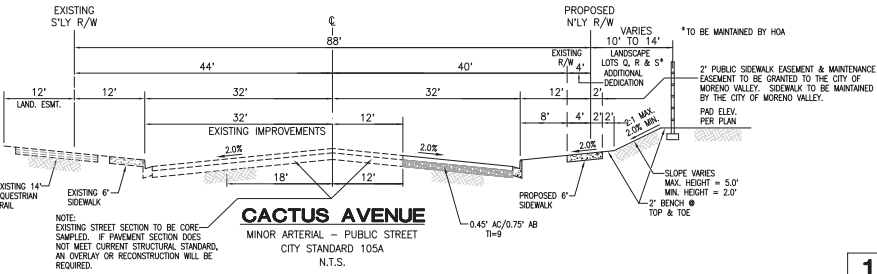
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SHEET 1 OF 4 SHEETS

(\R002\PRELIM\PD-01 10/30/2012)

-1075-

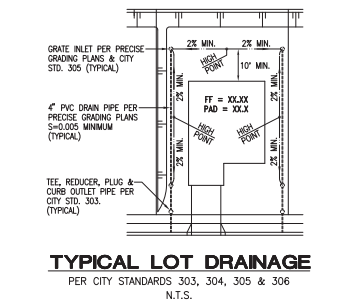
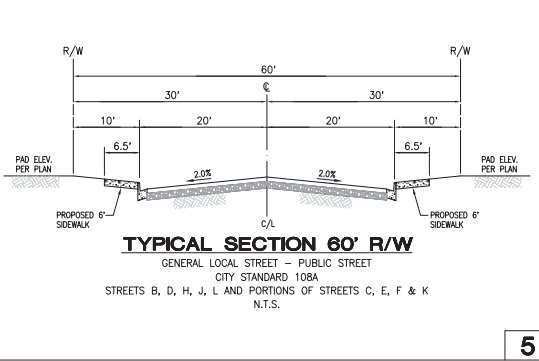
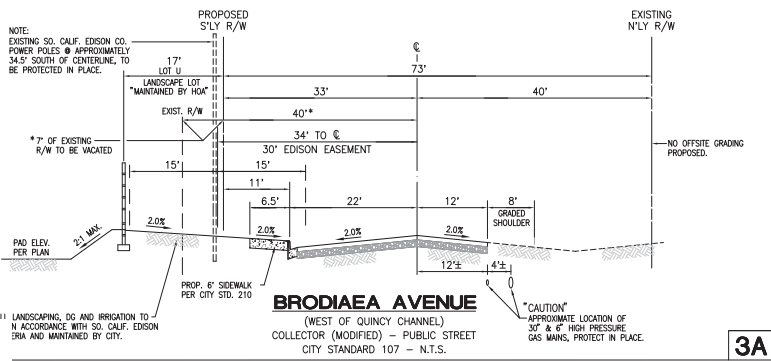
Item No. E.1

PLANNED UNIT DEVELOPMENT - TENTATIVE TRACT MAP No. 36436



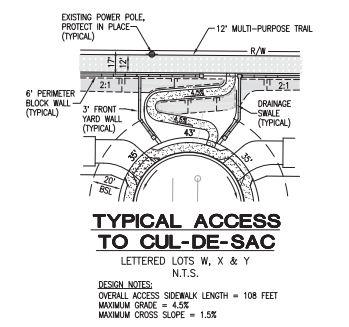
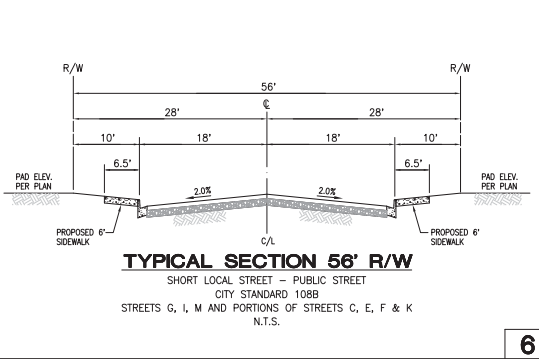
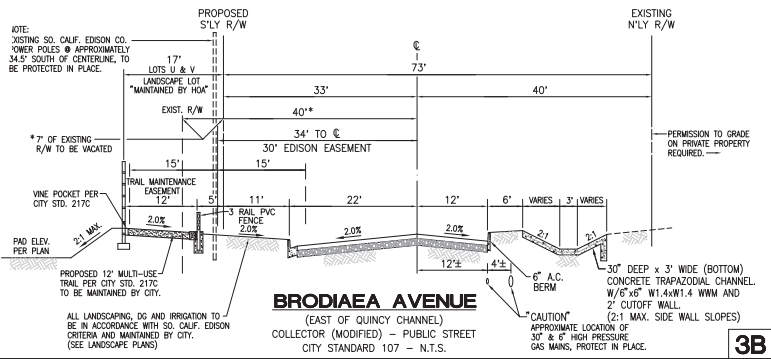
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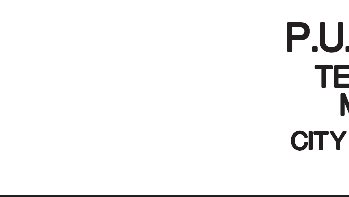
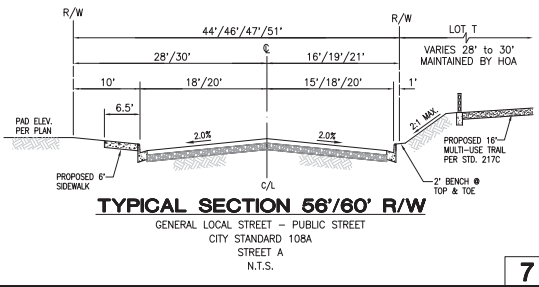
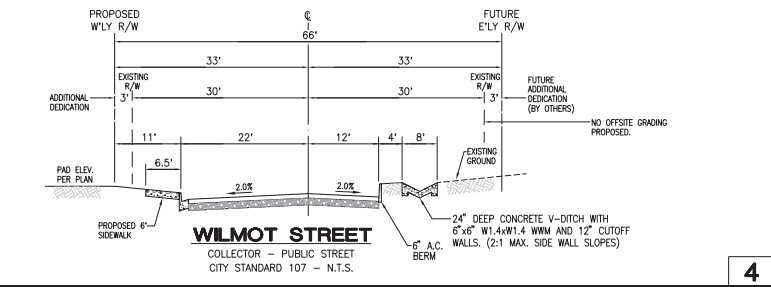
**LEGEND/ABBREVIATION**

PROPOSED STORM DRAIN	SD
PROPOSED SEWER SYSTEM	SS
PROPOSED WATER SYSTEM	W
PROPOSED CONCRETE DRAINAGE DITCH	CD
CONCRETE	CONC
PAR COURSE STATION	PS
MULTI-PURPOSE TRAIL	MPT
PATTERN STAMPED ASPHALT	PSA
DC ACCESS ROAD (QUINCY CHANNEL)	DC
EXISTING	EX
MAXIMUM	MAX
TENTATIVE TRACT BOUNDARY	TTB
PROPOSED CENTERLINE	CL
PROPOSED VARIABLE SLOPE	VSL
SHEET NUMBER	274
SECTION NUMBER	274
PRIVATE STREET	PS
LOT NUMBER	274



**DESIGN NOTES:**  
OVERALL ACCESS SIDEWALK LENGTH = 108 FEET  
MAXIMUM GRADE = 4.5%  
MAXIMUM CROSS SLOPE = 1.5%

**OWNERSHIP AND MAINTENANCE NOTES:**  
LETTERED LOTS W, X & Y, UPON COMPLETION OF IMPROVEMENTS, SHALL BE GRANTED TO THE PRODUCTS HOMEOWNERS ASSOCIATION AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.  
A 6' WIDE PUBLIC ACCESS & MAINTENANCE EASEMENT (FOLLOWING THE ADJUNCTION OF THE ACCESS SIDEWALK) SHALL BE GRANTED TO THE CITY OF MORENO VALLEY. (SIDEWALK TO BE MAINTAINED BY THE CITY OF MORENO VALLEY)



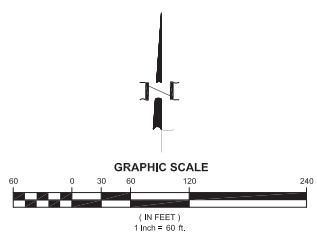
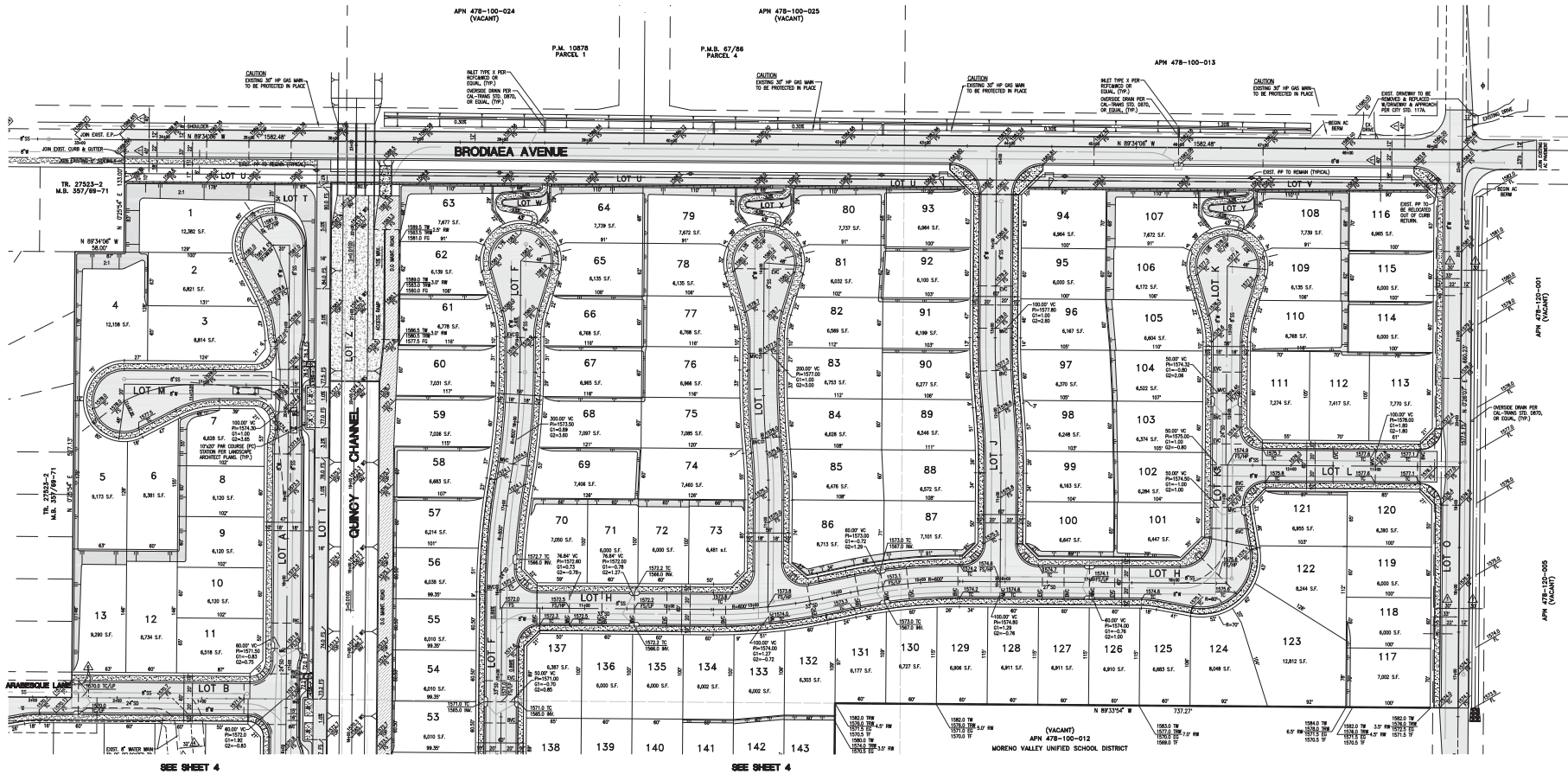
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PA12-0004  
**P.U.D. SITE PLAN**  
**TENTATIVE TRACT**  
**MAP No. 36436**  
**CITY OF MORENO VALLEY**

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PA12-0004  
**P.U.D. SITE PLAN**  
**TENTATIVE TRACT**  
**MAP No. 36436**  
**CITY OF MORENO VALLEY**

OCTOBER 30, 2012  
 SHEET 3 OF 4 SHEETS  
 (A:\002\PRELIM\PA12-03 10/30/2012)

PLANNED UNIT DEVELOPMENT - TENTATIVE TRACT MAP No. 36436

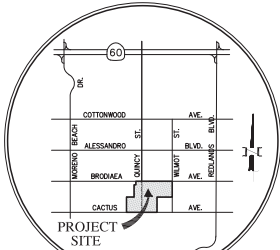




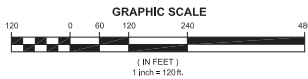
# TENTATIVE TRACT MAP No. 36436

## CITY OF MORENO VALLEY

### RIVERSIDE COUNTY, CALIFORNIA



VICINITY MAP  
NOT TO SCALE



#### PROJECT DESCRIPTION

TM 36436 IS PROPOSED AS A SINGLE-FAMILY DETACHED RESIDENTIAL PROJECT CONSISTING OF 159 LOTS ON 43.52 GROSS ACRES (TO CENTERLINE OF ADJACENT PUBLIC STREETS), RESULTING IN A GROSS DENSITY OF 3.65 DU/ACRE. THE NET ACREAGE OF 36.03 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 3.95 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A SIX THOUSAND SQUARE MINIMUM LOT SIZE.

THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMOT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27523-2, WITH THE EXTENSION OF ARABESQUE LANE. EACH OF THE THREE PERIMETER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.

THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLANDS MITIGATION AREA WITHIN THE CHANNEL. TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECT'S FIRST FLUSH STORMWATER AND DRY WEATHER RUNOFF FLOWS.

A CITY MULTI-PURPOSE TRAIL PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET A) IS PROPOSED. THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET A WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CONNECTIONS TO STREET A. DIRECT PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

#### GENERAL NOTES

- THERE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SEWAGE LEACH FIELDS.
- ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.
- THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LIQUID OR SOLID WASTE DISPOSAL SITES.
- ALL HOMES SHALL BE FIRE SPRINKLERED.
- THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR APPROVAL PRIOR TO THE RECORDED OF THE FIRST FINAL MAP.
- A PERMISSION TO GRADE LETTER SHALL BE REQUIRED PRIOR TO ISSUANCE OF A GRADING PERMIT FOR ANY GRADING ON ADJACENT PROPERTIES.
- NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN OUTCLEANED AND/OR VACATED.
- NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.
- NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMOT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMOT.
- EAST SIDE FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN 88) AND OUTLET TO THE QUINCY CHANNEL.
- WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTLET STORM DRAIN EXTENDING APPROXIMATELY 2000 FEET WESTERLY ALONG CACTUS AVENUE CONNECTING TO RFC & WCD, MORENO AOP LINE F-4, AT MORENO BEACH DRIVE. TRENCH REPAIR INCLUDING GRINDING AND OVERLAY OF AT LEAST ONE LANE WILL BE REQUIRED WITH THIS EXTENSION.
- LETTERED LOTS T, U AND V SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES.
- PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

#### ENVIRONMENTAL PERMITS/CLEARANCES

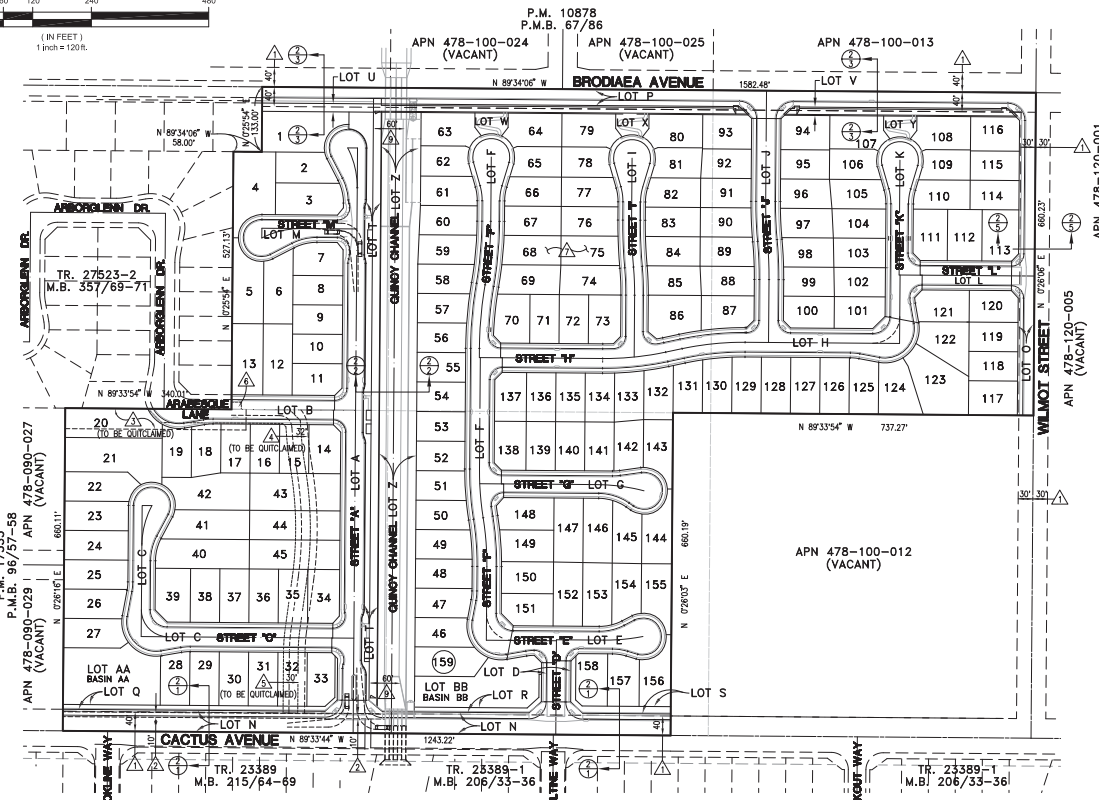
REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1700 STREAMBED ALTERATION AGREEMENT, AND SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATION. CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A NATIONWIDE PERMIT 14 AND/OR 29.

#### FOOD NOTE

SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 5% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 09650C0770G, EFFECTIVE DATE OF AUGUST 28, 2008.

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Item No. E.1



#### LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF LOT 1 AND LOTS 3, 4, 5 AND 8 OF BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

#### ASSESSOR'S PARCEL NUMBERS

A.P.N. 478-100-024  
A.P.N. 478-090-007  
A.P.N. 478-090-036

A.P.N. 478-100-010  
A.P.N. 478-100-009

#### UTILITY PURVEYORS

WATER: EMDW  
SEWER: EMDW  
CABLE TV: ADELPHI  
GAS: SOUTHERN CALIFORNIA GAS COMPANY

ELECTRIC: MORENO VALLEY ELECTRIC UTILITY  
TELEPHONE: VERIZON  
SOLID WASTE: WASTE MANAGEMENT OF IN-LAND VALLEY

#### ZONING DATA:

EXISTING GENERAL PLAN: R10/R15  
PROPOSED GENERAL PLAN: R5  
EXISTING ZONING: RS10/R15  
PROPOSED ZONING: R5

#### LAND USE DATA:

EXISTING LAND USE: VACANT (UNDEVELOPED)  
PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL  
EXISTING ADJACENT LAND USE: SINGLE FAMILY RESIDENTIAL - NORTH, WEST & SOUTH  
VACANT (UNDEVELOPED) - NORTH & EAST

#### LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT(%)
1-159	SINGLE-FAMILY RESIDENTIAL	26.97	61.97%
A-M	PUBLIC STREETS (ON-SITE)	9.06	20.82%
N-P	PUBLIC STREETS (BRODIAEA, WILMOT, CACTUS)	3.10	7.12%
Q-Z	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.76%
AA-BB	WATER QUALITY BASINS	1.04	2.39%
CC	RFC/Q QUINCY CHANNEL	2.15	4.94%
<b>GROSS ACREAGE</b>		<b>43.52 AC.</b>	<b>100.0%</b>
<b>NET ACREAGE</b>		<b>26.97 + 9.06 = 36.03 AC.</b>	

#### DENSITY

159 UNITS/43.52 GROSS ACRES = 3.65 UNITS PER ACRE GROSS  
159 UNITS/36.03 NET ACRES = 4.41 UNITS PER ACRE NET

#### TYPICAL RESIDENTIAL LOTS

TYPICAL WIDTH = 60 FEET  
TYPICAL DEPTH = 100 FEET  
MINIMUM LOT AREA = 6,000 SQUARE FEET

#### LOT FRONTAGE NOTE:

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 50 FEET:  
LOTS 21 & 22 = 44 FEET  
LOTS 63, 64, 79, 80, 107, 108 & 159 = 35 FEET  
LOT 122 = 43 FEET  
LOT 123 = 40 FEET

#### APPLICANT/DEVELOPER

CV COMMUNITIES, LLC  
1900 QUAL STREET  
NEWPORT BEACH, CA 92705  
PH: (949) 258-7538  
FAX: (949) 376-5522  
CONTACT: RYAN THOMAS

#### OWNER

CV COMMUNITIES, LLC  
1900 QUAL STREET  
NEWPORT BEACH, CA 92760  
PH: (949) 258-7538  
FAX: (949) 376-5522  
CONTACT: RYAN THOMAS

#### CIVIL ENGINEER

*Stanley Marcus*  
STANLEY MARCUS  
RSE 20596, EXP. 9-30-13  
DATE: 10/30/12



#### EASEMENT NOTES

- EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND INCIDENTAL PURPOSES PER BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP RECORDED IN BOOK 11, PAGE 10, OF SAN BERNARDINO COUNTY MAPS.
- EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES REC. SEPT. 30, 1966 AS INSTRUMENT NO. 97257, O.R.
- EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR SLOPE AND TEMPORARY CONSTRUCTION PURPOSES RECORDED DEC. 2, 2003 AS INSTRUMENT NO. 2003-942813, O.R. (TO BE OUTCLEANED)
- EASEMENT IN FAVOR OF CACTUS RANCH, LLC FOR ROAD AND MAINTENANCE PURPOSES RECORDED JUNE 30, 2004 AS INSTRUMENT NO. 2004-0507104, O.R. (TO BE OUTCLEANED)
- EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115848, O.R. (TO BE OUTCLEANED)
- EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-0115849, O.R.
- EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR FACILITIES, INGRESS AND EGRESS RECORDED DECEMBER 11, 2006 AS INSTRUMENT NO. 2006-0907731, O.R. SAID EASEMENT IS BLANKET IN NATURE. (TO BE OUTCLEANED)
- EASEMENTS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED MAR. 4, 1955, BOOK 1702, PAGE 559 & MAR. 23, 1959, BOOK 2436, PAGE 241, & MAR. 4, 1955, BOOK 1702, PAGE 467, & MAR. 4, 1955, BOOK 1705, PAGE 552, ALL OFFICIAL RECORDS. THE LOCATION OF SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
- EXISTING QUINCY STREET RIGHT OF WAY TO BE VACATED.

#### EARTHWORK QUANTITIES (SEE PRELIMINARY GRADING PLAN)

	CUT	FILL
MASS EXCAVATION	94,273 CY	86,097 CY
SHRINKAGE (20%)	(16,855 CY)	-
CLEANING & GRUBBING (0.1%)	(7,275 CY)	-
SUBSIDENCE (0.1%)	(7,275 CY)	-
OVEREXCAVATION	259,886 CY	259,886 CY
SHRINKAGE (20%)	(51,978 CY)	-
TOTAL	268,776 CY	345,983 CY
IMPORT	IMPORT	77,207 CY

#### SOURCE OF TOPOGRAPHY

COMPILED BY PHOTOGRAPHIC METHODS FROM AERIAL PHOTOGRAPHY DATED DECEMBER 2, 2011 BY DGN READ CORPORATION.

#### SHEET INDEX:

COVER SHEET SHEET 1  
TYPICAL SECTIONS & DETAILS SHEET 2  
TENTATIVE TRACT MAP SHEETS 3-6

# PA12-0005

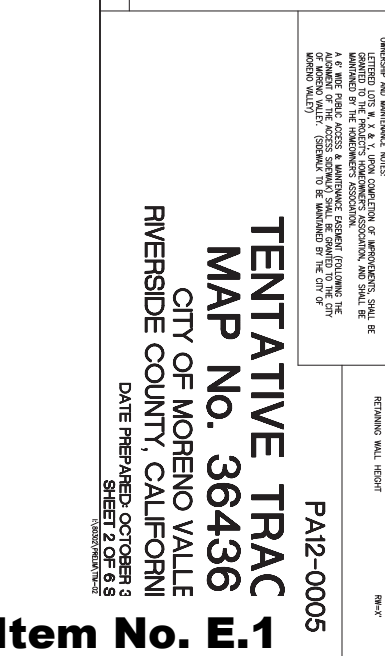
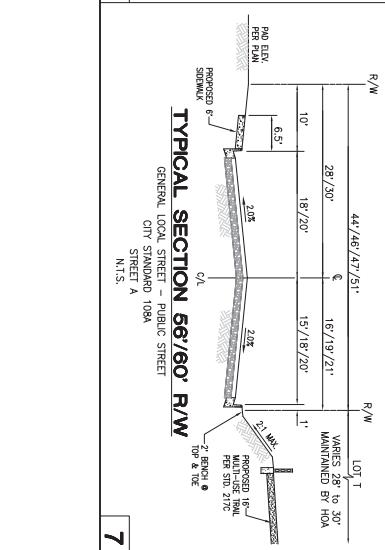
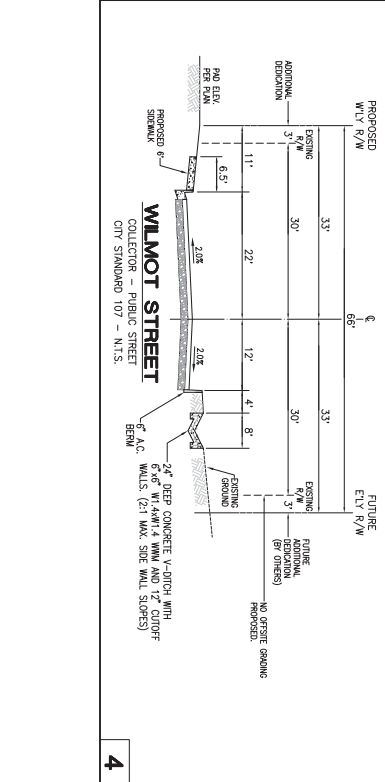
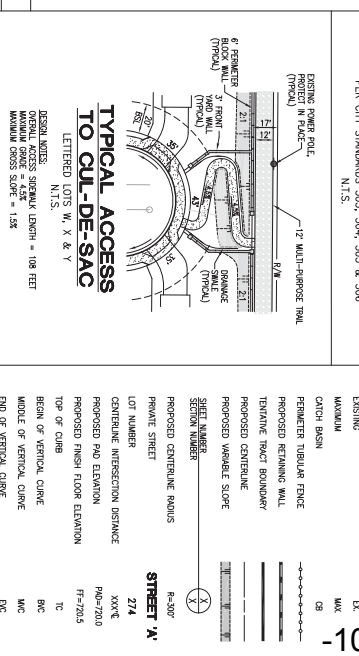
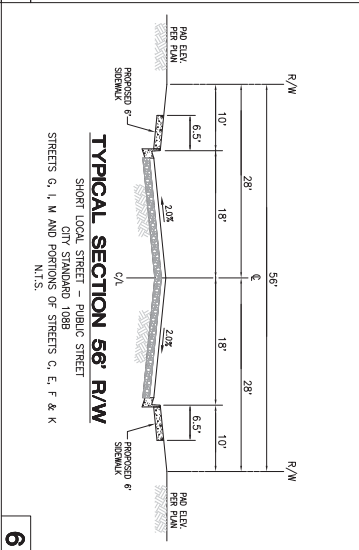
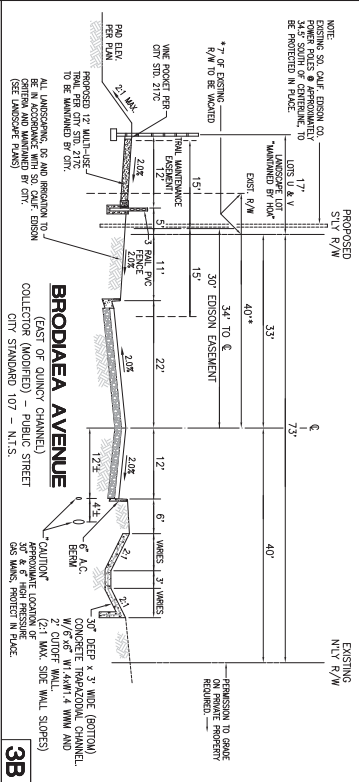
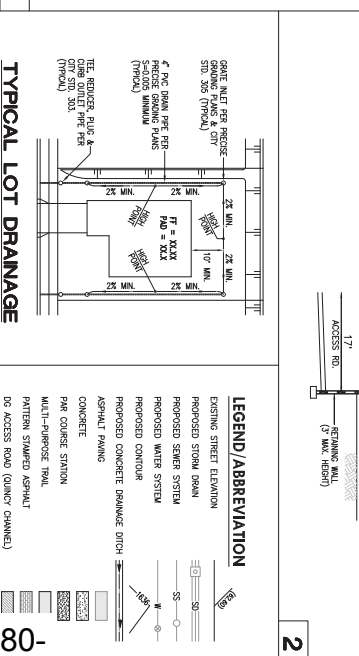
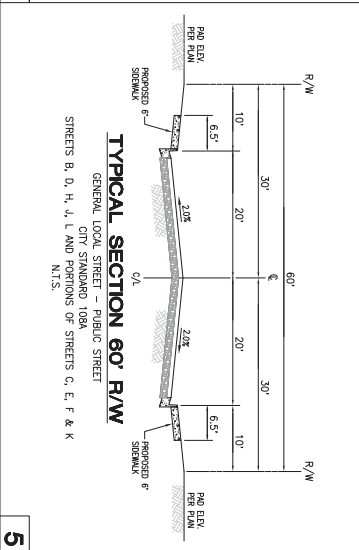
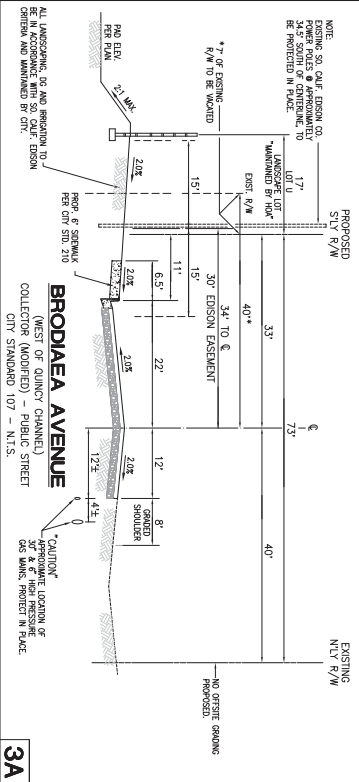
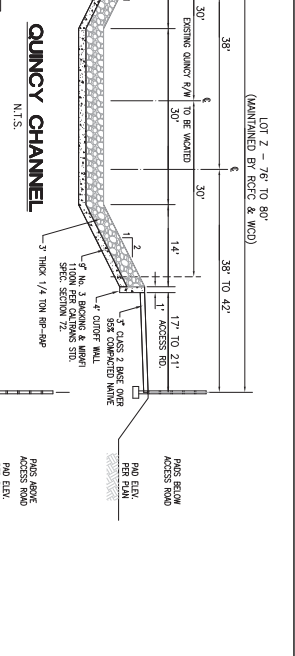
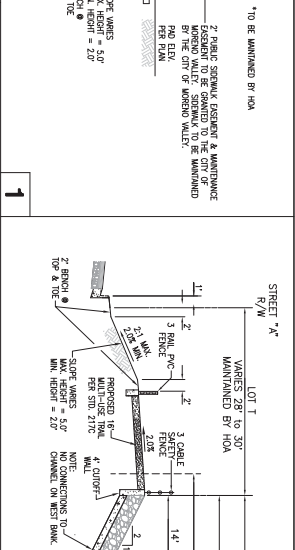
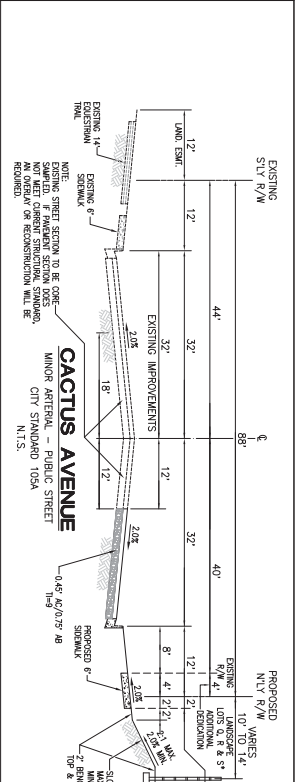
# TENTATIVE TRACT MAP No. 36436

## CITY OF MORENO VALLEY

### RIVERSIDE COUNTY, CALIFORNIA

DATE PREPARED: OCTOBER 30, 2012  
SHEET 1 OF 6 SHEETS

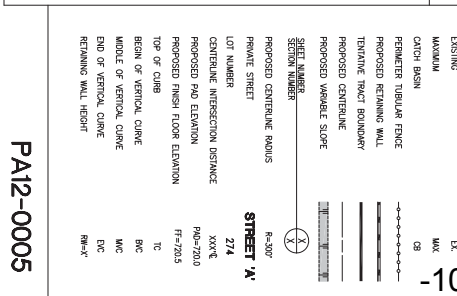
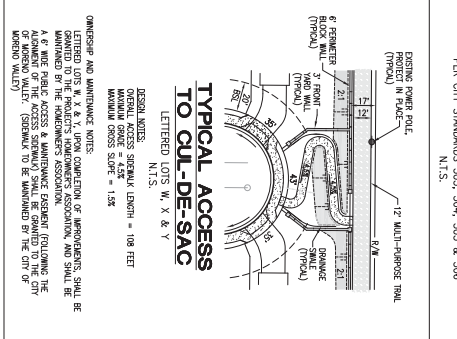
TENTATIVE TRACT MAP No. 36436



**LEGEND/ABBREVIATION**

EXISTING STREET ELEVATION	EXISTING STREET ELEVATION
PROPOSED STREET ELEVATION	PROPOSED STREET ELEVATION
PROPOSED SIDEWALK	PROPOSED SIDEWALK
PROPOSED WATER SYSTEM	PROPOSED WATER SYSTEM
PROPOSED CONTOUR	PROPOSED CONTOUR
PROPOSED CONCRETE DRAINAGE DITCH	PROPOSED CONCRETE DRAINAGE DITCH
ASPHALT PAVING	ASPHALT PAVING
CONCRETE	CONCRETE
PAV. COURSE STATION	PAV. COURSE STATION
MULTI-PURPOSE TRAIL	MULTI-PURPOSE TRAIL
PATTERN STAMPED ASPHALT	PATTERN STAMPED ASPHALT
DC ACCESS ROAD (QUINCY CHANNEL)	DC ACCESS ROAD (QUINCY CHANNEL)
EXISTING	EXISTING
MANUAL	MANUAL
OS	OS
CHURN BURN	CHURN BURN
PERMITS TUBULAR FENCE	PERMITS TUBULAR FENCE
PROPOSED RETAINING WALL	PROPOSED RETAINING WALL
TERRACE TRACT BOUNDARY	TERRACE TRACT BOUNDARY
PROPOSED CENTERLINE	PROPOSED CENTERLINE
PROPOSED VARIABLE SLOPE	PROPOSED VARIABLE SLOPE
SHEET NUMBER	SHEET NUMBER
SECTION NUMBER	SECTION NUMBER
PROPOSED CENTERLINE POINTS	PROPOSED CENTERLINE POINTS
PRIVATE STREET	PRIVATE STREET
LOT NUMBER	LOT NUMBER
CENTRINE INTERSECTION DISTANCE	CENTRINE INTERSECTION DISTANCE
PROPOSED PAID ELEVATION	PROPOSED PAID ELEVATION
PROPOSED FINISH FLOOR ELEVATION	PROPOSED FINISH FLOOR ELEVATION
TOP OF CURB	TOP OF CURB
BRIM OF VERTICAL CURVE	BRIM OF VERTICAL CURVE
WALD OF VERTICAL CURVE	WALD OF VERTICAL CURVE
END OF VERTICAL CURVE	END OF VERTICAL CURVE
RETAINING WALL HEIGHT	RETAINING WALL HEIGHT

1080-



**TENTATIVE TRAC MAP NO. 36436**  
CITY OF MORENO VALLE  
RIVERSIDE COUNTY, CALIFORNIA  
DATE PREPARED: OCTOBER 3, 2011  
SHEET 2 OF 6 S

**PA12-0005**

**Item No. 1**

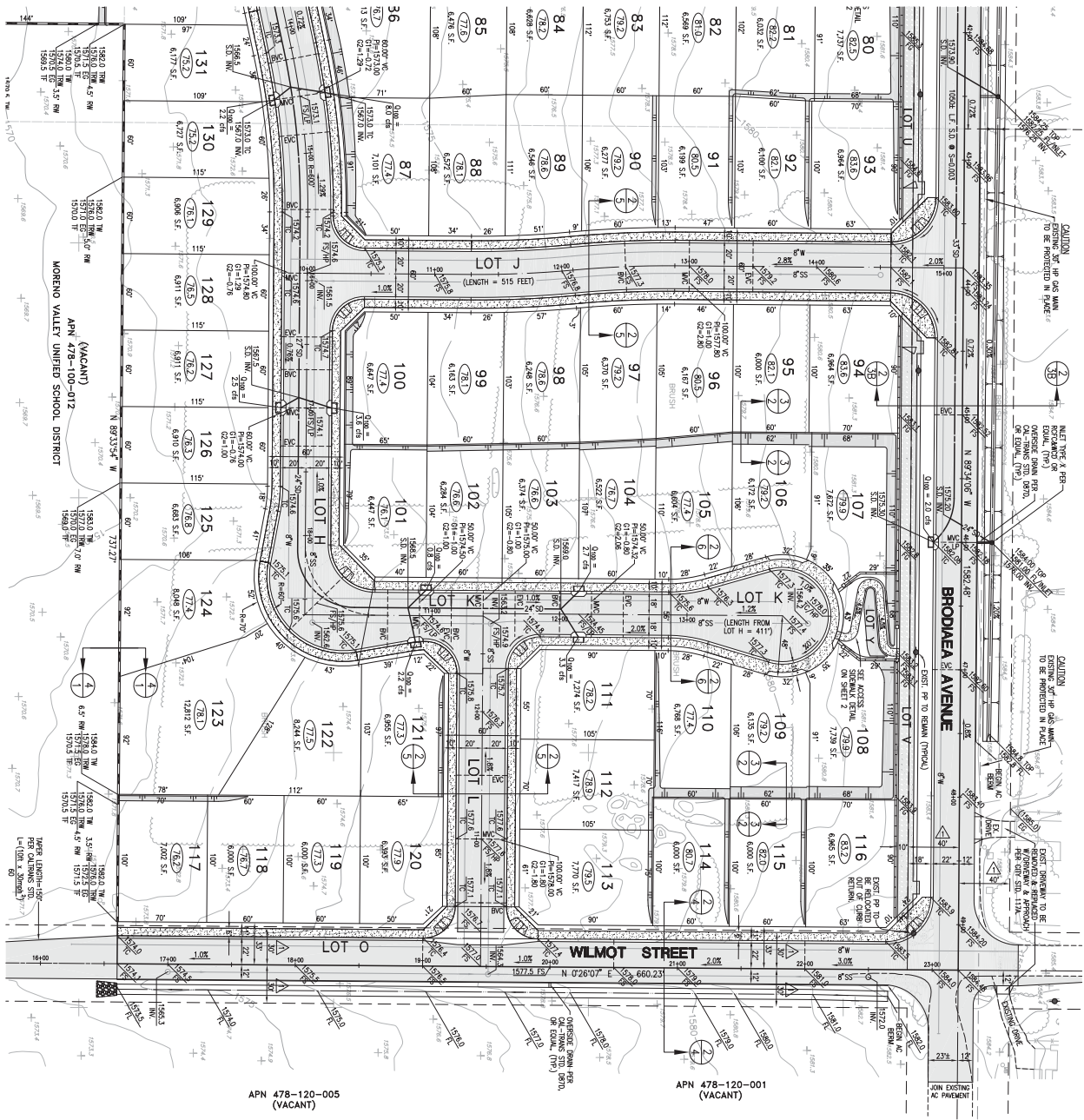
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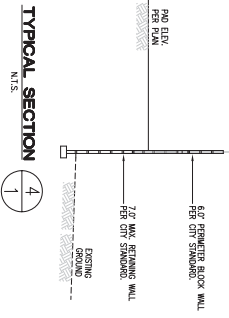
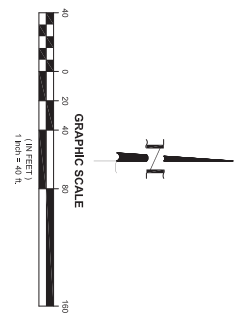
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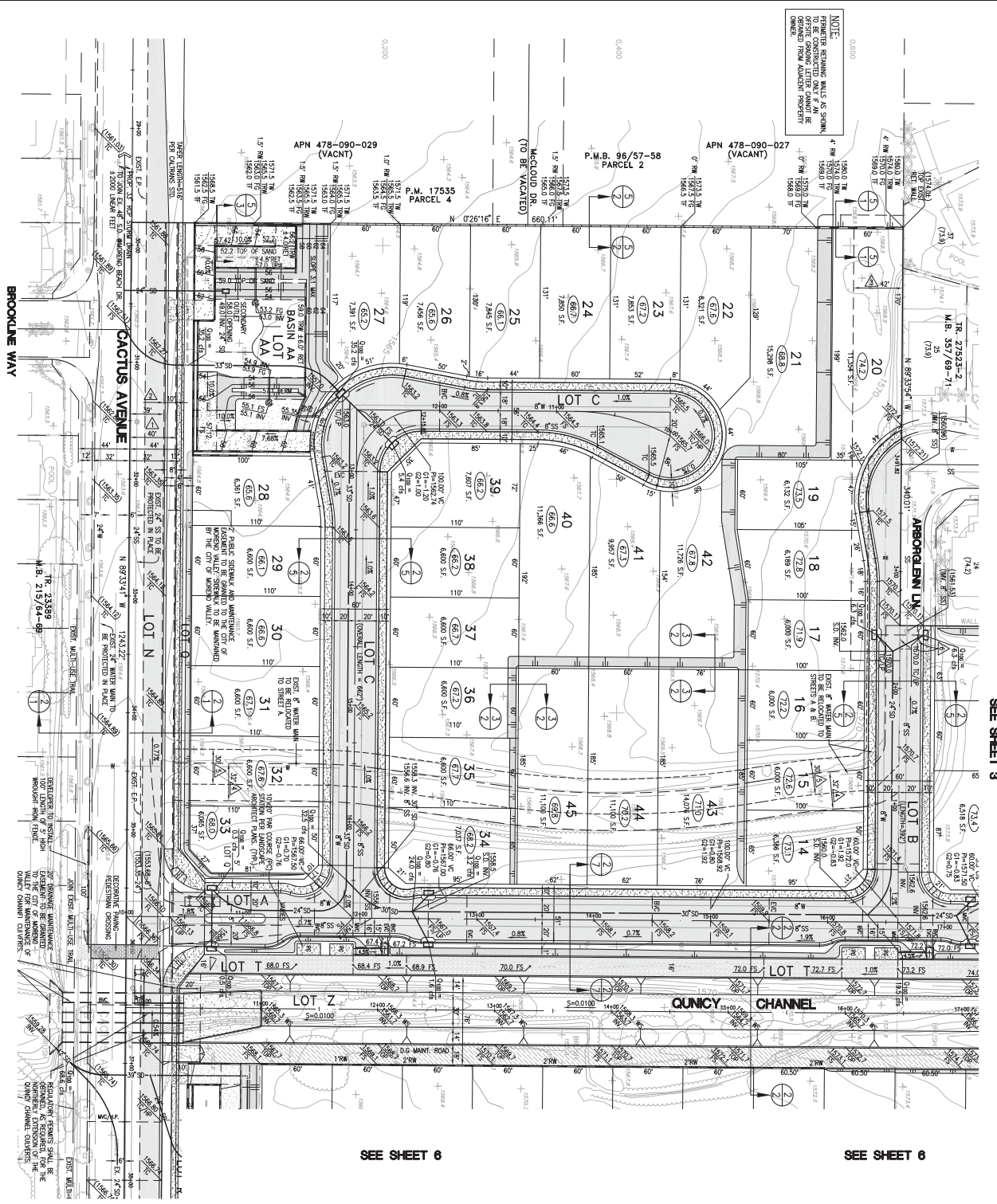
PA12-1  
 TENTATIVE TRACT  
 MAP NO. 3643  
 CITY OF MORENO VALLEY

Item No. E.1

-1082-



NOTE:  
 DIMENSIONS REMAINING SHALL BE SHOWN  
 TO THE CENTER OF THE DRIVE OR TO THE  
 CENTER OF THE DRIVE LETTER SHOULD BE  
 FROM ADJACENT PROPERTY OWNER



SEE SHEET 3

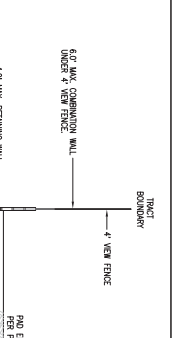
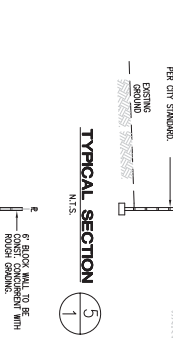
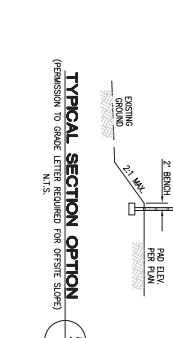
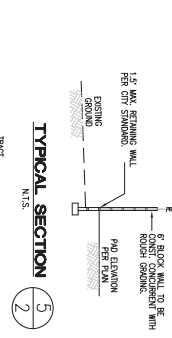
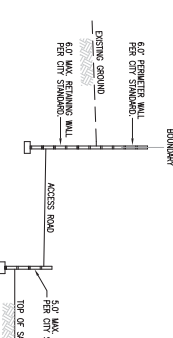
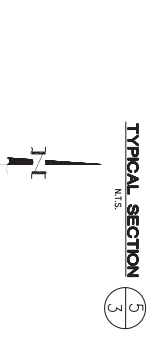
SEE SHEET 6

SEE SHEET 6

PA12-0005  
 TENTATIVE TRACT  
 MAP NO. 36436  
 CITY OF MORENO VALLEY

OCTOBER 30, 2012  
 SHEET 5 OF 6 SHEETS

GRAPHIC SCALE  
 0 20 40 80 160  
 (IN FEET)  
 1 inch = 40 ft.

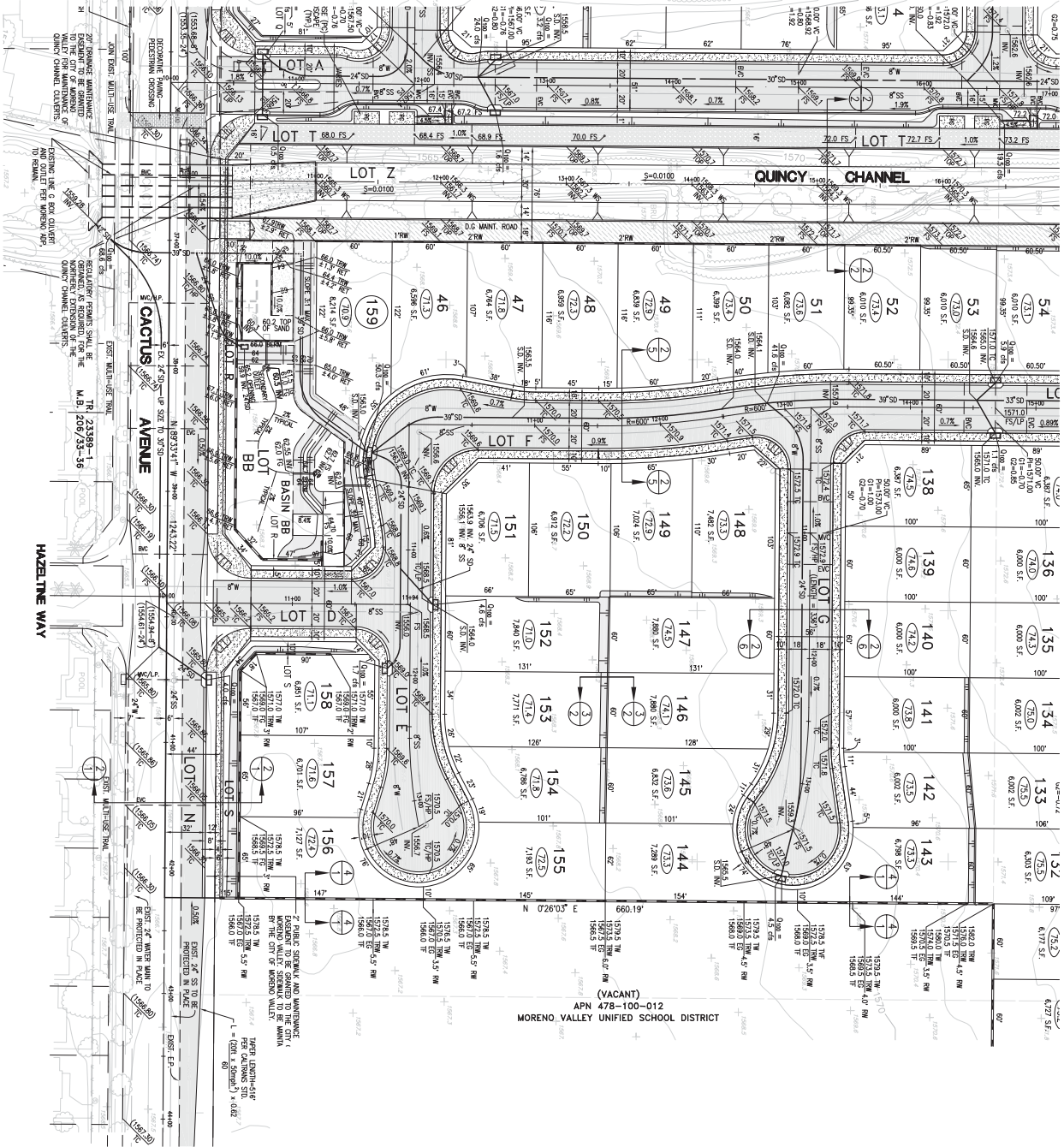


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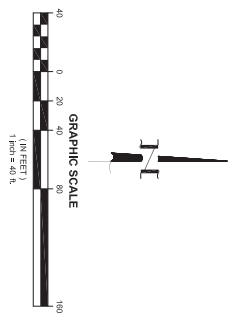
SEE SHEET 5

SEE SHEET 3

SEE SHEET 3



(VACANT)  
 APN 478-100-012  
 MORENO VALLEY UNIFIED SCHOOL DISTRICT



PA12-1  
 TENTATIVE TRA  
 MAP No. 3643  
 CITY OF MORENO VALL

Item No. E.1



Planned Unit Development Guidelines  
Tract 36436

February 2013



Planned Unit Development Guidelines

Tract 36436

February 2013

Prepared For:



CV Communities

A CITY VENTURES COMPANY

Prepared By:



WILLIAM HEZMALHALCH  
ARCHITECTS INC.



FRANK  
RADMACHER  
ASSOCIATES, INC.  
Landscape Architects

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# PLANNED UNIT DEVELOPMENT GUIDELINES TRACT 36436

## PURPOSE

The purpose of the CACTUS AVENUE Planned Unit Development guidelines is to provide a continuity of design such that the resulting community is unified by a consistent and long-lasting identity. The goal is to create a high standard of site planning and architectural quality but to do so with a generalized approach so that designer creativity is not limited, product diversity is encouraged, and evolving consumer preferences can be met. It is further intended that all aspects of the community be designed with consideration to energy and water conservation.

## THEME

The theme for CACTUS AVENUE will be traditional California suburban. This theme is general enough to include a wide range of compatible architectural styles. The feel of the community will be warm, inviting, and recognizable.

## I. SITE PLANNING AND DESIGN

This section includes design standards that avoid monotonous, repetitive appearances and that encourage a pleasant, pedestrian oriented neighborhood environment.

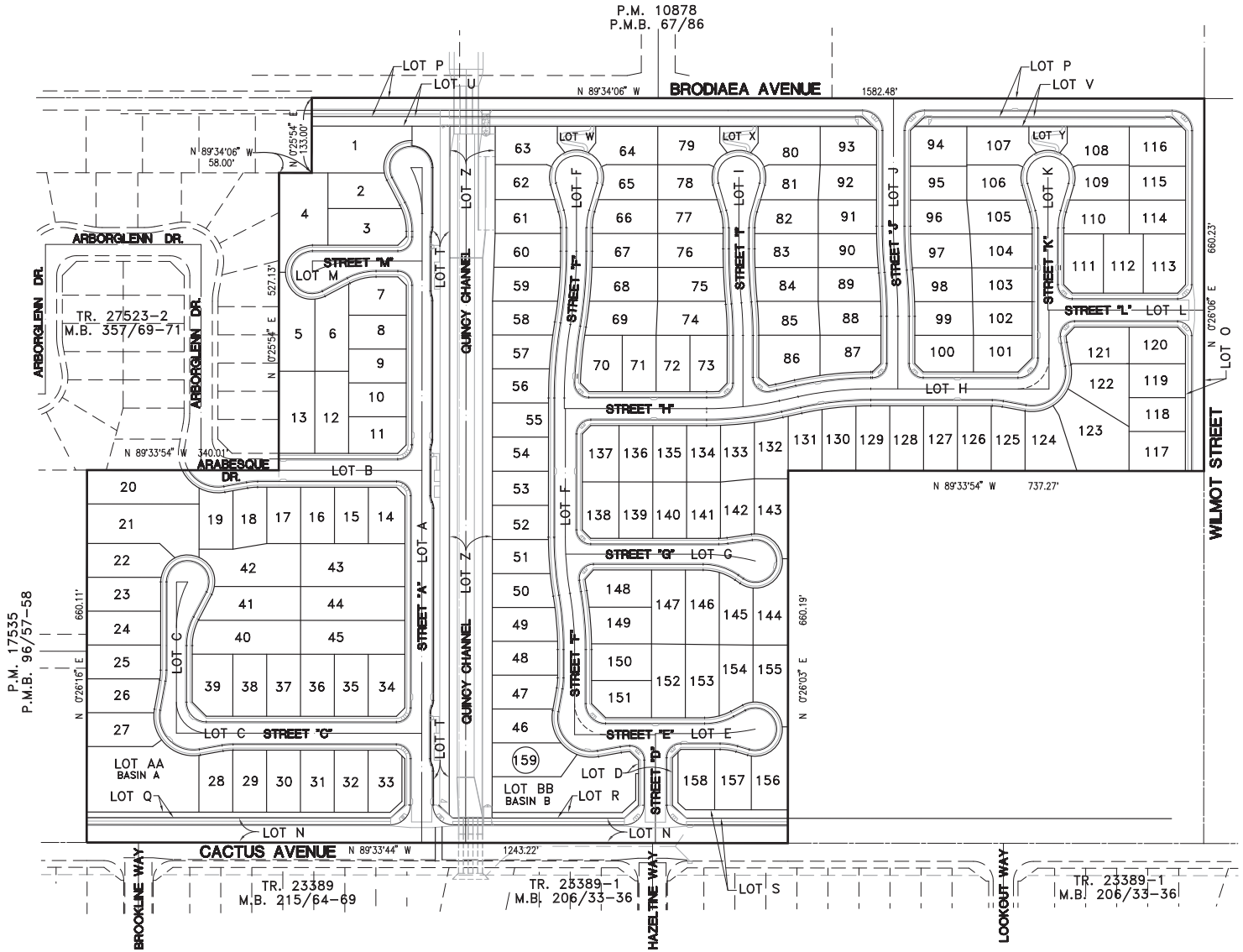


Figure I-I Site Plan

**a. Setbacks**

The following residential standards for CACTUS AVENUE are required for all homes:

<b>SUMMARY OF SETBACK REQUIREMENTS</b>	
Minimum Lot Size	6,000 sf
Minimum Lot Width	60'
Minimum Lot Depth	100'
Typical House Width	50'
Cul-De-Sac Knuckle*	35'
<b>Front Setbacks</b>	
Street Facing Garage	20'
Swing-in Garage	15'
Two-story Living Space	20'
Single-story Living Space	15'
Porch / Portico	15'
<b>Rear Setbacks</b>	
Two-story Living Space (Flat Area)	15'
Single-story Living Space (Flat Area)	15'
Deck	15'
Patio Cover or Trellis	10'
<b>Side Setbacks</b>	
Typical Condition	5'
Side Street Living Space Interior Lots	10'
Side Street Porch Interior Lots	5'
Side Street Living Space Exterior Lots**	15'
Side Street Porch Exterior Lots	10'
Min. Distance Between Living Spaces	10'

\* Please see on-street parking exhibit Figures I-23a & b

\*\* Lots 93, 94, 113, and 116 are considered exterior side street lots and will have a 15' side yard setback on the street side.

All setbacks are considered minimums as measured from the right-of-way.

An attempt shall be made to vary front setbacks (up to 5') to the extent flat pad depths exceed 110' (at their most restrictive point).

Side yard setbacks shall have a minimum 5' of flat pad area in all conditions as measured to the center of any wall or fence, or top of slope, or toe of slope.

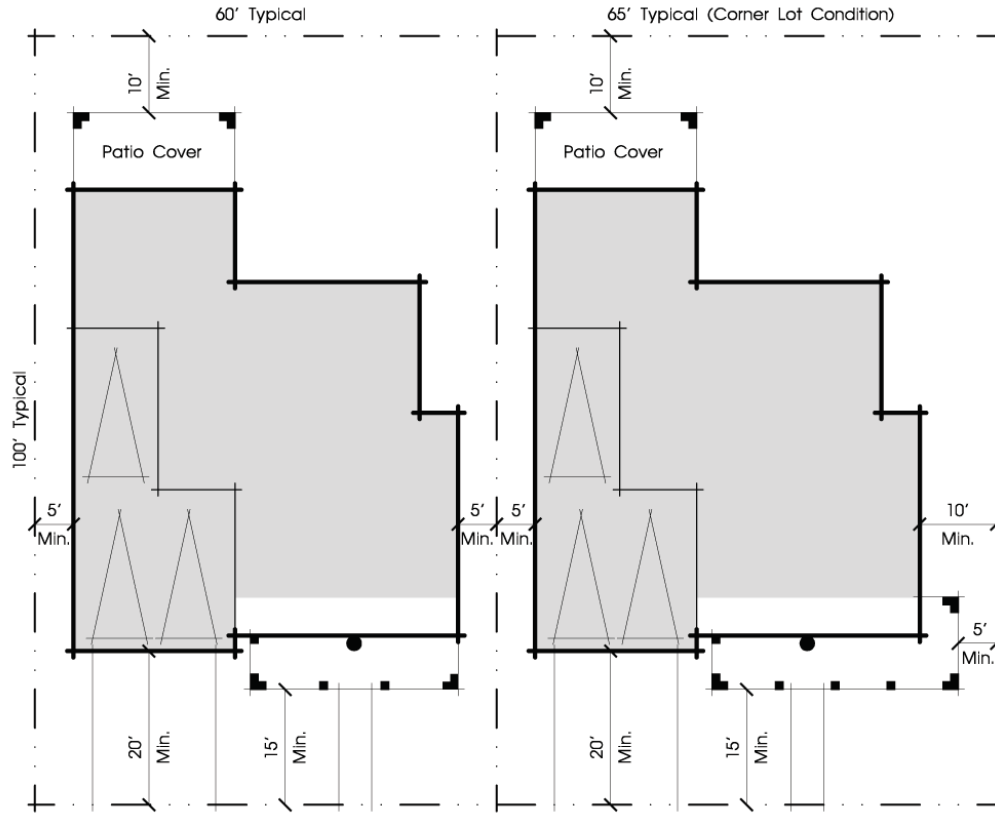


Figure I-2 Typical 6,000 SF Lot

**Legend**

- Single-Story
- Two-Story

Where there is extra flat pad width, an attempt shall be made to center the house within the buildable pad width to maximize the minimum separation between adjacent houses.

Maximum lot coverage of the building footprint (including garage) shall be 50%.

**b. Plotting Requirements**

A range of dwelling unit sizes, floor plans, elevations, and unit sizes, shall be provided (see Section 3.a. Variation Requirements).

To encourage a diverse street scene, neither the same floor plan nor the same elevation style shall be plotted next to itself or directly across the street from itself. “Directly across the street” shall be defined as more than half of the narrower lot overlapping with the wider lot across the street.

1. Unless a street incline prevents otherwise, a left or right side garage may not be plotted more than 3 times in a row.
2. Repetitive patterns of garage placement shall also be avoided where possible.
3. To minimize visual impact, corner lots shall incorporate single-story elements into the design.

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## 2. ARCHITECTURAL DESIGN

These design guidelines are intended to be flexible and are, therefore, illustrative in nature. It is not the intent of these design guidelines to require that all of the identified design components and elements be incorporated into the actual building designs. Rather, these guidelines serve as a “palette” of character defining elements that can be used in home designs. Builders, and their architects and planners, are encouraged to utilize creativity and imagination when developing exciting design proposals for CACTUS AVENUE.

### a. Design Principles

While these design guidelines do not limit architectural styles, the styles employed should be authentic and distinct. Traditional styles tend to have defining features that should be consistently implemented across the product offering. These guidelines also allow for new styles as long as defining features can be identified and applied to the floor plans.

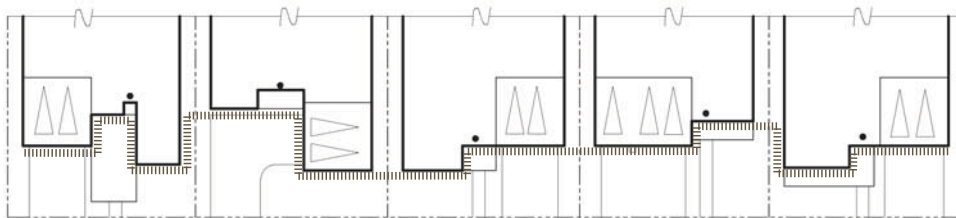
Architectural styles should be dictated by the massing of floor plans and a certain style should not be forced onto every floor plan. By emphasizing authentic styles, these guidelines discourage sameness and monotony. The multi-style street scene should be diverse as to form, massing, features, windows, front doors, garage doors, materials, and colors.

To some extent, resource efficiency should influence architectural styles. The concept of resource efficiency includes reduction of wasteful elements in the design and construction of the house as well as conservation of energy and water during occupancy of the house.

**b. Form and Massing**

Building mass and scale are two primary design components that affect how a structure is perceived. Controlling the mass of a building through design articulation of the building facades, attention to rooflines and variation in vertical and horizontal planes reduces the visual mass of a building. Composition and balance of roof forms are as important to a street scene as street trees and architectural character.

It is important to provide variation in front elevation massing, building types and architectural styles along any neighborhood street to provide diversity and allow homes to undulate along the streetscape.



*Figure I-3 Varied Massing Diagram*

Design elements shall be included on the rear facades and sides of homes (four-sided architecture). Houses shall be arranged in a manner that creates a harmonious, varied appearance of building heights and setbacks.



Special design features such as covered front porches, window and door articulation, extended overhangs and building edge treatments are encouraged. General massing should vary noticeably among the different floor plans. Together with variable setbacks, massing variation will create desirable movement along the street scene.

1. All four sides of a two-story house must have at least one plane break at the first and/or second story in order to avoid monolithic elevations. A plane break must be at least 2 feet.
2. Three sides of a single-story plan must have at least one plane break. A plane break must be at least 2 feet.
3. The floor area of a second story, including the stairs, may not exceed 80% of the floor area of the first story including the garage and any porch.
4. The floor area of a third story, including the stairs, may not exceed 60% of the floor area of the second story.

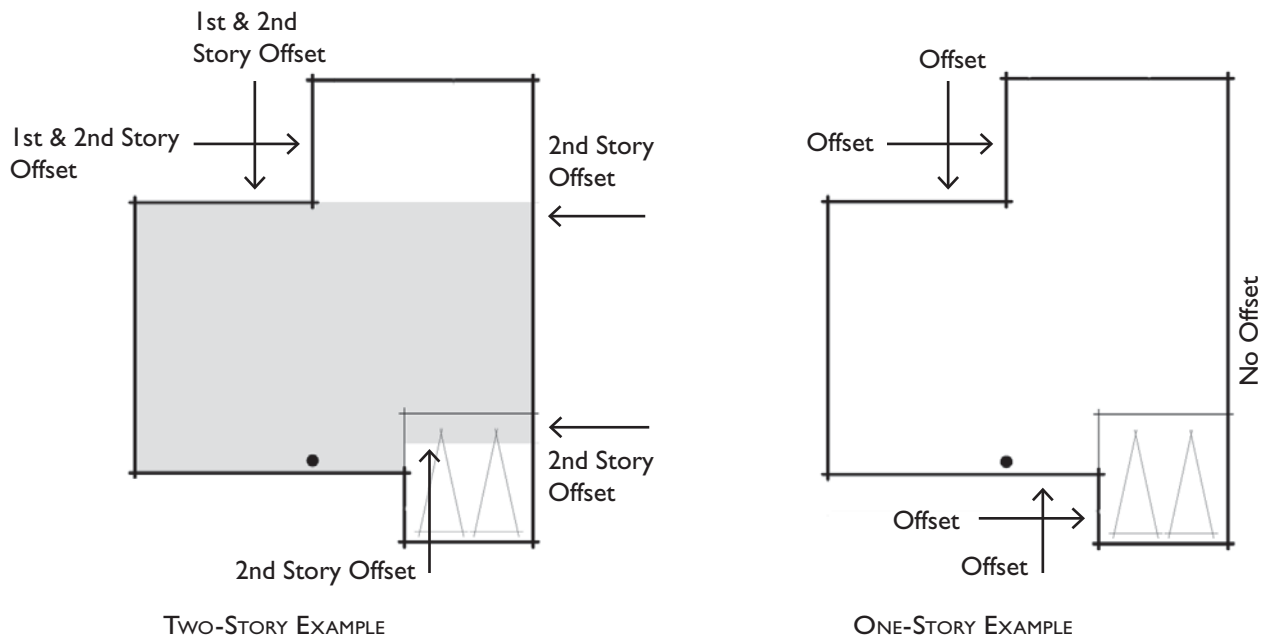
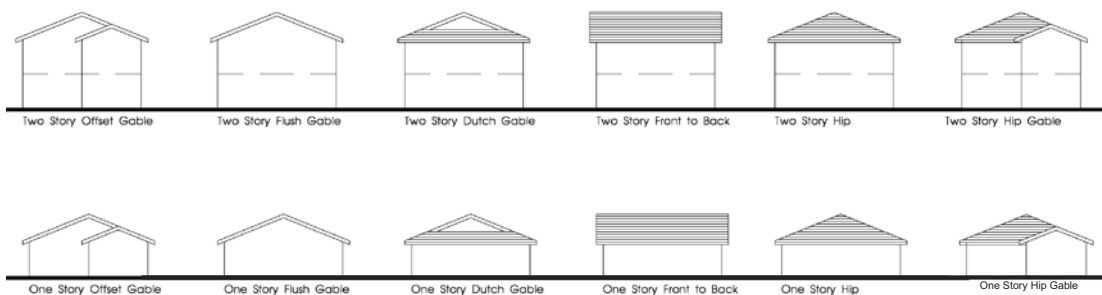


Figure I-4 Example of Offsets

**c. Roofs**

Rows of homes along a hillside are perceived by their contrast against the skyline or background. The dominant impact is the shape of the building and roofline. The building mass shall be varied to minimize the visual impact of similar building silhouettes and similar ridge heights. This can be achieved by using a variety of front-to-rear, side-to-side, gables and hipped roofs, and/or by the introduction of a one-story element.

1. Roof pitches should vary according to architectural style. Primary roof pitches may be 4:12 or 5:12 (for solar panel efficiency). Secondary roof pitches can vary from primary roof pitches but only if such variation is consistent with the architectural style.
2. To the extent they are not inconsistent with an architectural style, hipped roofs are encouraged in order to accommodate solar panels and to cast shade over windows.
3. Simplified rooflines are encouraged in order to accommodate integrated solar panels. Provide large enough unbroken roof planes to be sufficient to meet the state code for “solar zones”.
4. Eave depths should vary according to architectural style and may range in depth from 12 to 24 inches.
5. Porches and balconies are encouraged to the extent they are consistent with the architectural style. The minimum porch depth shall be 5 feet to porch edge.



*Figure I-5 Varied Roof Examples*

**d. Garage Location and Design**

The visual impact of three-car garages should be reduced where possible. Although not necessarily depicted on the architectural elevations (see Section 3 Architectural Styles), the builder(s) in CACTUS AVENUE will pay particular attention to the design, placement, and orientation of the garages in all residential neighborhoods. Depending upon lot size, this can be accomplished through a variety of methods, including:

1. Side-on orientation (a side-on garage shall have a minimum back-up area of 28-feet).
2. Garage setback greater than the house front setback
3. Tandem garages for third car
4. A porte-cochere architectural element
5. Garage door details shall vary in a manner that is consistent with each architectural style.
6. Garage door windows shall be standard.
7. Front-facing garages shall not be wider than 65% of the house width.
8. Exclusive use of three-car front-facing garage in all plans is prohibited. When 3-car front-facing garage is utilized, a single garage door should be offset from a double garage door.

**e. Architectural Elements**

Architectural styles for CACTUS AVENUE should be chosen in part as an opportunity to introduce a variety of exterior accent materials (e.g. brick, stone, siding, metal, pre-cast concrete, ceramic tile, or timber).

1. Color schemes should be simple, tasteful, and consistent with architectural styles.
2. Front door details shall vary according to architectural style.
3. Feature window shapes shall vary according to architectural style.
4. Acceptable roof materials include concrete tiles and metal, but exclude composite shingle.
5. Chimneys, which may cast shadows over solar panels, are not required.
6. At least two photosensitive carriage lights per house are required and they should vary according to architectural style.
7. Shutters are not required; but to the extent they are used, shutter sizes should be proportional to the window and shutter styles should vary in a manner consistent with architectural styles.
8. Trim details from the front elevation should also be applied to the sides and rear of the house for continuity.

**f. Mechanical Equipment**

Mechanical equipment such as air conditions, heaters, evaporative coolers, and other such devices shall not be mounted on any roof and must be located behind privacy walls and landscaping out of the setback area.

### 3. ARCHITECTURAL STYLES

The residential architecture of CACTUS AVENUE will reflect a variety of architectural themes and styles prevalent in Southern California. The identified architectural elements and details for each style provide guidance but are not required for a given style. Contemporary interpretations of historical styles are appropriate.

Architectural design creativity, attention to detail, and respect of building scale and massing along residential streets are to be at a level equal to or exceeding the homes and neighborhoods within the surrounding communities.

The following is a list of example architectural styles along with some defining characteristics of those styles. The list is not intended to be exhaustive or limiting. Rather it is intended to demonstrate that acceptable styles shall have some historical authenticity that can be defined by a unique set of characteristics.

The characteristics shown on the next pages are only representative because an authentic style can have several interpretations. The only requirement is that definable architectural styles be utilized so that elevations are identifiable and the street scene is diverse. Generic architecture that lacks identifiable characteristics and blends together is not acceptable.

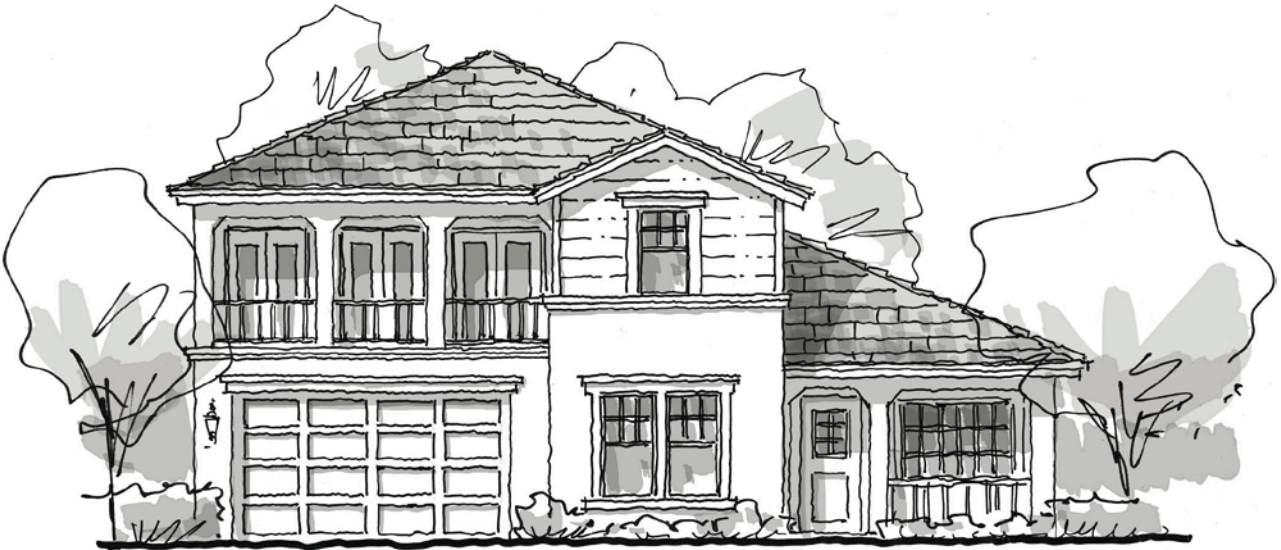
Example styles include:

- Coastal
- Cottage
- Craftsman
- French Country
- Monterey
- Ranch
- Spanish
- Traditional

## COASTAL

The Coastal style is based on traditional architecture with a strong influence of East Coast progressive detailing, yet heavily influenced by native California coastal cottage solutions.

- Siding can be used as an accent in gable end conditions or as a dominant feature material
- Emphasized corner, window, and door accent trims
- Moderate roof pitches
- Hip and/or gable roof forms with flat roof tile
- Vertically proportioned windows typical
- Can be traditional or progressive

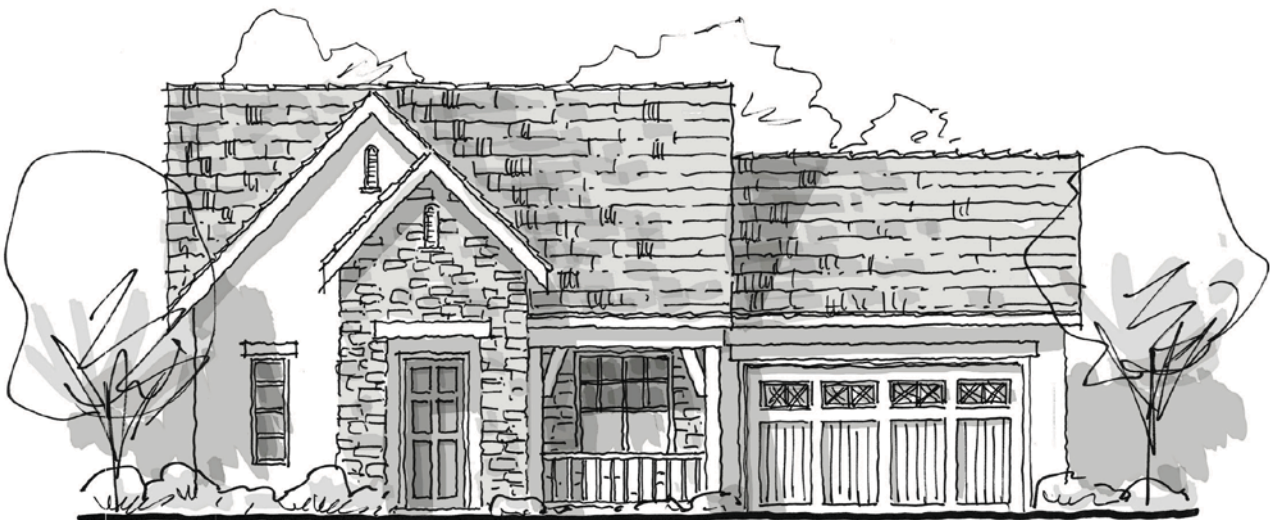




## COTTAGE

The Cottage style reflects small house massing with historical roots from the English and French countryside finding its popularity here in the early decades of the 20th century. This style embraces European charm with expressive detail.

- Steeper pitched roofs with gables or hips with gable details; accented secondary roof elements can have steeper pitches
- Highly expressive entry elements mark this style
- Flat concrete roof tile
- All stucco solution acceptable
- Accent brick or stone application encouraged



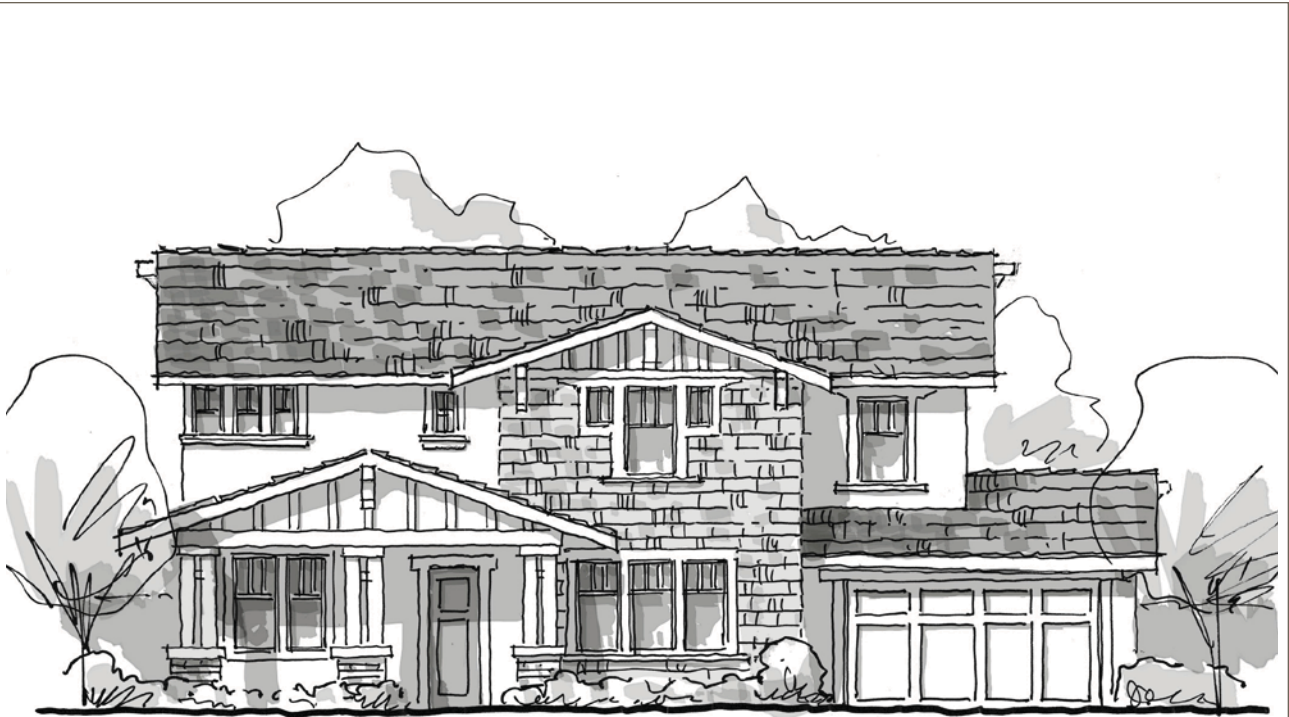
## CRAFTSMAN

This style has its historical roots in Southern California and spread throughout the country by pattern books and popular magazines during the early decades of the 20th century. Craftsman specific attributes relate to the home's climate, native materials, indoor/outdoor living and honest character styles.

- Low pitched, front gabled roof with wider overhangs and flat roof tile; higher pitched roofs acceptable on single-story homes
- Cross-gabled, side-gabled and hipped roofs also appropriate
- Decorative beams or braces under gables
- Siding or distinguishable vent details in gable ends
- River rock applications historically typical and preferred as base details at porches; additionally tapered or double wood post columns are signature elements for this style; but ledge stone, brick, and all-stucco solutions are acceptable.
- Exterior walls can be enhanced with a shingle or siding application; all stucco solutions are acceptable
- Expressive window and door trims







## FRENCH COUNTRY

French Country is picturesque style from the early 20th century that recalls a more rustic French vernacular. Designs for these homes reflect the evolution of their rural setting (part farmhouse and part chateau).

- Stacked ledge stone or brick facade base
- Feature windows with a horizontal or a flat arch top

- Front porch with wood posts and arched braces
- Steeper roof pitch with combination of hips and gables (dominant gable or hip roof)





## MONTEREY

The Monterey style emanated from the Monterey Peninsula in the late 19th century by mixing East Coast Colonial architecture with the Spanish-influenced architecture of California.

- Two-story massing
- Usable balconies at front elevation with wood railing/pickets preferred solution; adaptations of this detail encouraged for variety
- Rafter tails
- Flat or 'S' tile roofs
- Front to back primary roof with expressed outlookers at gable ends
- Brick or stone application with vertical or horizontal (board & batt) siding
- All stucco applications acceptable if contributing details provided



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## RANCH

The Ranch style is a more casual version of the Traditional style that emerged with the post war building boom in Southern California.

- Horizontal emphasis in form and windows
- Brick or stone base
- Full height siding or partial siding at eaves can be used with or without brick.
- Best with single-story plans or plans with single-story elements
- Elongated porches with shed roofs and wood posts without railings
- Shutters, railings with pickets and outlookers can be applied as accents to this style, but not required.



SPANISH

The Spanish style evolved in California as an adaptation of Mission Revival influences, infused with additional eclectic elements and details from Latin America and Spain. From formal adaptations to informal solutions, this style remains one of the most recognizable.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Low pitched, 'S' tile roof</li> <li>• Eave overhangs with any combination of hipped and gabled roofs</li> <li>• Full arches at entry, porch, and/or feature windows common</li> <li>• Typically all stucco walls</li> <li>• Iron accent details at small feature windows and/or exterior railing</li> </ul> | <ul style="list-style-type: none"> <li>• Accent tiles can be provided as entry or feature window surrounds</li> <li>• Appropriate detail at gable ends such as decorative pipes, vents, or outlookers</li> <li>• Santa Barbara is more formal version with splayed or compound arches</li> <li>• Hacienda is more casual version with wood headers, corbels and posts</li> </ul> |
|--|--|



Hacienda





*Spanish*



*Santa Barbara*

TRADITIONAL

The Traditional style evolved in the early twentieth century exemplified by classic “Americana” or colonial influences. This style is quite adaptable to its surroundings and fits well within a style diverse street scene. Warm and comfortable, its simplicity of form and structure promotes a true sense of Americana.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Horizontal and/or vertical massing</li> <li>• Roofs can be hipped and/or gabled with steeper pitches</li> <li>• Flat tile roof</li> <li>• Typical brick application at base</li> </ul> | <ul style="list-style-type: none"> <li>• Horizontal siding and/or stucco</li> <li>• Usable front porch with substantial wood posts atop a base with wood railing/pickets</li> <li>• Gable vent or accent window detail</li> <li>• Shutters also common to this style</li> </ul> |
|---|---|







Regency Revival

**a. Variation Requirements**

The variation requirements below have been determined by fixing the maximum average frequency of a given house at 2.0 times per development. The frequency equals the number of lots in a planning area divided by the number of required house combinations. These variation requirements, along with the mix requirements, will ensure development of an architecturally diverse community.

SUMMARY OF VARIATION REQUIREMENTS						
Number of Lots	Floor Plans	Elevation Styles	Color Schemes	Reverse Versions	House Combos	Maximum Frequency
145 - 180	5	4	2	2	80	2.0x

If the project is split into two or more planning areas, Summary of Variation Requirements for revised number of lots will meet or exceed City of Moreno Valley Municipal Code Section 9.16.130 Table B which applies to all projects in the City.

The table should be regarded as a minimum so, for instance, an extra color scheme may not be substituted for a floor plan. Likewise, reverse versions of each floor plan must be provided.

**b. Mix Requirements**

Where 4 or more floor plans are required, a single floor plan may not be plotted with less than a 15% or more than a 25% frequency.

**c. Colors and Materials**

A variety of colors and textures of building materials is required. Building materials and colors are not only important elements in maintaining a specific architectural style, they are also important in providing a varied street design. Material breaks, transitions and termination should produce complementary and clear definitions of separation while maintaining a prescribed color and materials theme. This is especially important in changing from stucco and/or siding to masonry veneers.

#### **4. LANDSCAPE DESIGN**

The landscape and planting design provides the identity for the CACTUS AVENUE community that is sustainable over time. The design meets the City of Moreno Valley's updated Landscape Standards (refer to Figure I-6 Preliminary Landscape Plan). The plant palette chosen for the CACTUS AVENUE community is appropriate to the site climate while providing color and seasonal change (refer to Figure I-7 Plant Palette).

#### **5. COMMUNITY WALLS AND FENCING**

The visible CACTUS AVENUE community walls include a six-foot high decorative block wall with pilasters. A concrete colored cap will also be provided. Along Brodiaea Avenue, a white three-rail vinyl fence per City standards will be provided parallel to the 12-foot wide multi-use trail. Quincy Channel will include a 16-foot wide trail bordered on both sides by a white, three rail vinyl fence and a three-cable fence per Riverside County Flood Control District (RCFCD) standards (refer to Figure I-8 Preliminary Wall/Fence Plan). Tubular steel fencing will be provided adjacent to water quality basins per City of Moreno Valley Standards (refer to Figure I-8 Preliminary Wall/Fence Plan).

The walls and fencing shall meet the following requirements as shown on Figure I-9 Preliminary Wall/Fence Details.

##### **a. Block Walls**

1. All block walls will be decorative block wall or an approved alternative. This includes perimeter and private areas.
2. Colored concrete caps will be used at wall tops.
3. Perimeter wall pilasters will match decorative block material and color.
4. Retaining walls will match decorative block wall conditions.

##### **b. Trail Fencing**

1. The trail fencing will be per City standards.

##### **c. Interior Fencing**

1. The interior privacy fencing will be tan vinyl for both interior property line and fence return conditions.
2. All interior fencing height will vary but will be no lower than six feet high.
3. Gates will constructed of tan vinyl to match the fence.

## 6. STREETScape

### a. Brodiaea Avenue

A 28-foot wide open space area will be provided adjacent to Brodiaea Avenue (refer to Figure I-10 Brodiaea Avenue Streetscape and Figure I-11 Brodiaea Avenue Pedestrian Connections and Plant Palette). The open space area includes the following amenities:

#### *Brodiaea Avenue East of Quincy Channel*

1. Sixteen-foot wide landscaped parkway provided with trees and layered landscape adjacent to the street.
2. Twelve-foot wide multi-use trail protected by a three-rail fence on one side and the community wall covered with Boston Ivy vines on the other side.
3. Three ADA pedestrian connections are provided from the residential cul-de-sacs to Brodiaea Avenue.
4. See Figure I-12 Brodiaea Avenue Section East of Quincy Channel.

#### *Brodiaea Avenue West of Quincy Channel*

1. Curb adjacent 6-foot wide sidewalk.
2. Twenty-one and half-foot wide landscaped area with trees and layered shrubs between the sidewalk and the community wall covered with Boston Ivy vines.
3. See Figure I-13 Brodiaea Avenue Section West of Quincy Channel.

Brodiaea Avenue open space areas will be maintained by the City of Moreno Valley with the exception of the sidewalk at the three pedestrian connections which will be maintained by the HOA.

### b. Cactus Avenue

A 22-foot wide open space area will be provided adjacent to Cactus Avenue (refer to Figure I-14 Cactus Avenue Streetscape and Water Quality Basin). The open space area includes the following amenities:

1. Eight-foot wide landscape parkway adjacent to the street with street trees.
2. Six-foot wide sidewalks.
3. Minimum 10-foot wide landscaped area (flat or slope) featuring accent plants, low shrub groundcover, and trees (refer to Figure I-15 Cactus Avenue Plan Palette).

4. Two fully landscaped Water Quality Basins provide open space and comply with the CACTUS AVENUE Water Quality Management Plan.
5. Entry monument features at Lots 33 and 158 on Cactus Avenue feature decorative stone pilasters, stone seatwall, arbors and surrounding landscape (refer to Figure I-16 Cactus Avenue Corner Entry).
6. Refer to Figures I-17 and I-18 Cactus Avenue Parkway Sections.

Cactus Avenue open space areas will be maintained by the City of Moreno Valley with the exception of the entry monuments which will be maintained by the HOA.

## 7. COMMUNITY TRAIL

The Quincy Trail is the featured amenity for the CACTUS AVENUE Community (refer to Figure I-19 Quincy Channel Trail, Par Course and Streetscape). A 28- to 30-foot wide open space area has been provided adjacent to the west side of Quincy Channel that includes the following amenities (refer to Figure I-20 Quincy Channel Plant Palette):

1. 16-foot wide, fenced, multi-use trail that connects to the trail along Brodiaea Avenue (refer to Figure I-21 Quincy Channel Trail Section).
2. Six exercise (par course) stations are interspersed along the trail area using FitCore structures such as balance beam, pull up bars, parallel bars, and jump touch bars.
3. Concrete benches are located at each exercise station.
4. Three walkways provide connections between the multi-use trail and A street.
5. Parking bays are conveniently located along A Street adjacent to Quincy Trail.
6. Refer to Figure I-22 Quincy Channel Par Course Elements.

Quincy Trail will be maintained by the City of Moreno Valley.





Figure I-6 - Preliminary Landscape Plan

TREES:

BOTANICAL NAME	COMMON NAME
FRAXINUS OXYCARPUS 'RAYWOOD'	RAYWOOD ASH
GLEDITSIA TRIACANTHOS 'SUNBURST'	HONEY LOCUST
PLATANUS ACERIFOLIA 'BLOODGOOD'	LONDON PLANE
PISTACHIA CHINENSIS	CHINESE PISTACHE
CHITALPA TASHKENTENSIS 'PINK DAWN'	PINK CHITALPA
CHITALPA TASHKENTENSIS 'MORNING CLOUD'	WHITE CHITALPA
KOELREUTERIA BIPINNATA	CHINESE FLAME TREE
LIQUIDAMBAR STYRACIFLUA 'PALO ALTO'	AMERICAN SWEET GUM
ALBIZIA JULIBRISSIN	SILK TREE
RHUS LANCEA	AFRICAN SUMAC
GEUERA PARVIFLORA	AUSTRALIAN WILLOW
CERCIS CANADENSIS OR EROBOTRYA DEFLEXA	EASTERN REDBUD OR BRONZE LOQUAT
LAGERSTROEMIA INDICA 'TUSKEGEE'	CREPE MYRTLE (PINK)
PYRUS CALLERYANA 'ARISTOCRAT'	ARISTOCRAT FLOWERING PEAR
PINUS HALEPENSIS	ALLEPO PINE
POPULUS FREMONTII	WESTERN COTTONWOOD

Figure 1-7 Plant Palette



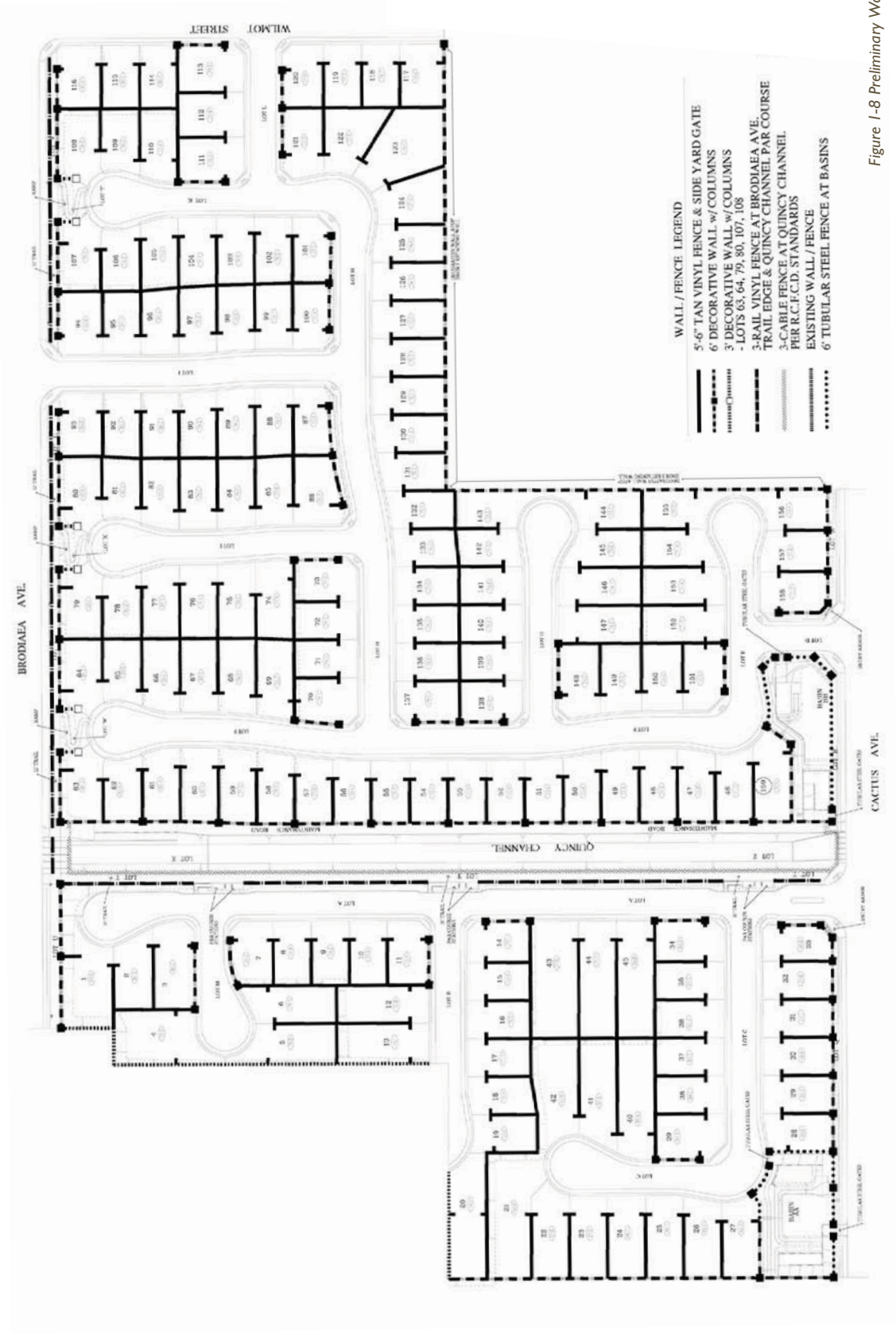
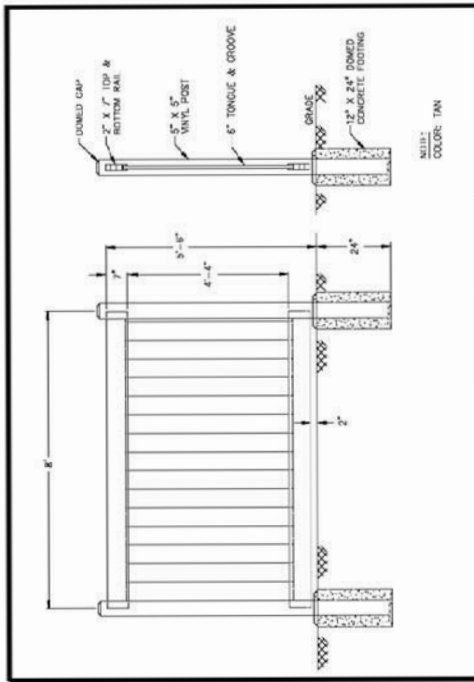
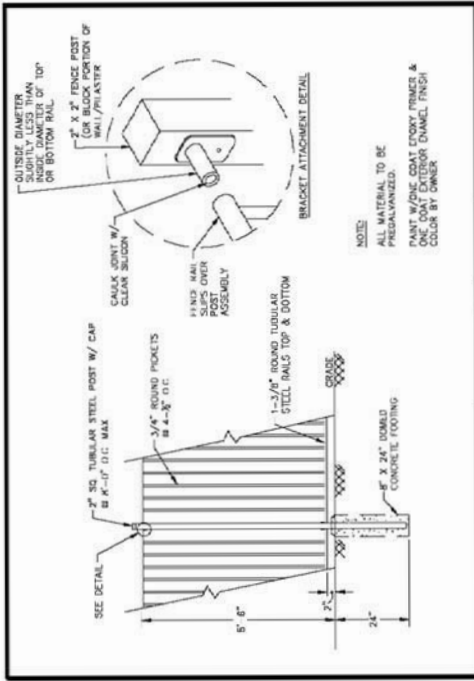


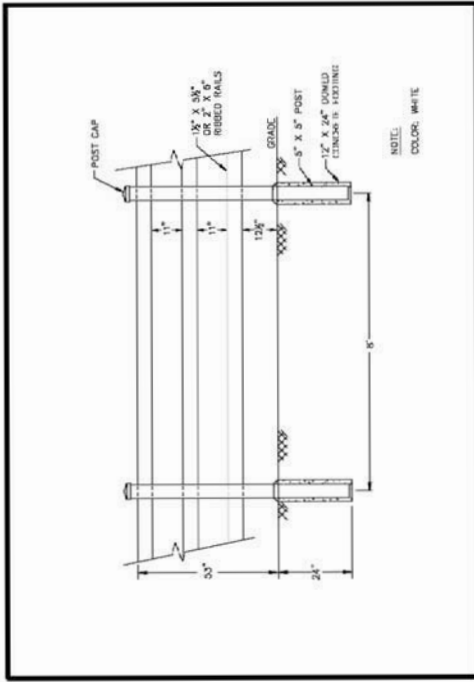
Figure 1-8 Preliminary Wall/Fence Plan



REV. NO. 5'-6" HIGH VINYL PRIVACY FENCE  
 MODEL: V-001  
 COLOR: TAN  
 PHONE: 800-350-5620  
 FAX: 951-261-1400  
 ADDRESS: GOLDEN STATE AVENUE, P.O. BOX 1000, ANAHEIM, CA 92816



REV. NO. REVOLUTION TUBULAR STEEL FENCE  
 MODEL: Y-002  
 COLOR: OIL  
 PHONE: 800-350-5620  
 FAX: 951-261-1400  
 ADDRESS: GOLDEN STATE AVENUE, P.O. BOX 1000, ANAHEIM, CA 92816

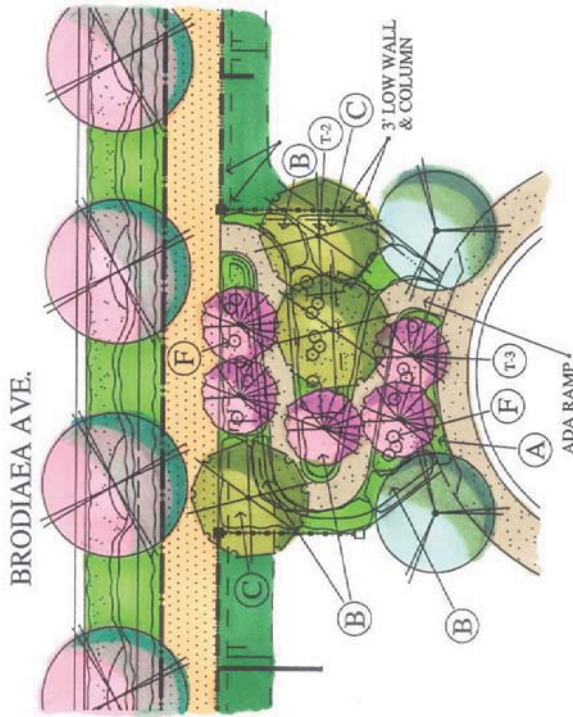


REV. NO. 3 RAIL VINYL FENCE  
 MODEL: Y-003  
 COLOR: WHITE  
 PHONE: 800-350-5620  
 FAX: 951-261-1400  
 ADDRESS: GOLDEN STATE AVENUE, P.O. BOX 1000, ANAHEIM, CA 92816

Figure 1-9 Preliminary Wall/Fence Details







**BRODIAEA AVE. PLANT PALETTE**

- TREES**
- T-1 ALBIZIA JULIBRISSIN SILK TREE 24" BOX STD. 15 GAL. STD.
  - T-2 GELDERA PARVIFLORA AUSTRALIAN WILLOW 15 GAL. STD.
  - T-3 CERCIIS OCCIDENTALIS WESTERN REDBUD 15 GAL. STD.
- A. LOW SHRUB / GROUND COVER 12" - 18" HT. (1 GAL @ 36"-36" O.C.)**
- MYOPORUM PARVIFOLIUM MYOPORUM
  - ROSMARINUS OFF. PROSTRATUS DWARF ROSEMARY
  - HYPERICUM CALYCLINUM AARON'S BEARD
  - COTONEASTER DAMMERI 'LOWFAST' BEARBERRY COTONEASTER
- B. FLOWERING ACCENT PLANTS (1 GAL @ 24"-30" O.C.)**
- HEMEROCALLIS HYBRIDS DAYLILY
  - MORAEA BICOLOR FORTNIGHT LILY
  - AGAPANTHUS AFRICANUS LILY OF THE NILE
- C. INTERMEDIATE SHRUBS 3' HT. (5 GAL @ 36"-42" O.C.)**
- CALLISTEMON VIMINALIS 'LITTLE JOHN' DWARF BOTTLEBRUSH
  - RAPHIOLEPS INDICA SPT. INDIAN HAWTHORN
  - MYRTUS COMMUNIS COMPACTA DWARF MYRTLE
  - ESCALLONIA 'LOU ELLEN' ESCALLONIA
  - CISTUS SPP. ROCKROSSE
  - LAVANDULA ANGUSTIFOLIA ENGLISH LAVENDER
- D. LOW HEDGING SHRUB 3' HT. (5 GAL @ 24" O.C.)**
- BUXUS MICROPHYLLA JAPONICA 'GREEN BEAUTY' JAPANESE BOXWOOD
- E. GROUND COVER / ROOTED CUTTINGS @ 12" O.C.**
- GAZANIA SPT. GAZANIA
  - VERBENA SPT. VERBENA
  - APTEKIA CURDIFOLIA RED APPLE
- F. ACCENT STRAP LEAF OR GRASSY SHRUB**
- PHORMIUM TENAX SPT. NEW ZEALAND FLAX
  - FERNISETUM CUPREUM FOUNTAIN GRASS
  - MISCANTHUS SPT. EULALIA GRASS
  - MUHLENBERGIA SPT. NCN
  - ACORUS SPT. SWEET FLAG
- G. BACKGROUND SHRUBS 5' HT. (3 GAL @ 4'-5' O.C.)**
- XYLOSMA CONGESTUM COMPACTA SHINY XYLOSMA
  - LIGUSTRUM TEXANUM WAX LEAF PRIVET
  - ESCALLONIA FRADESI PINK ESCALLONIA
  - WESTRINGIA ROSEMARINIFORMIS AUSTRALIAN ROSEMARY
  - VIBURNUM TINUS 'SPRING BOUQUET' VIBURNUM
- V. VINES (5 GAL @ 10'-12' O.C.)**
- PARTHENOCISSUS TRICUSPIDATA BOSTON IVY

Figure 1-11 Brodiaea Avenue Pedestrian Connections and Plant Palette

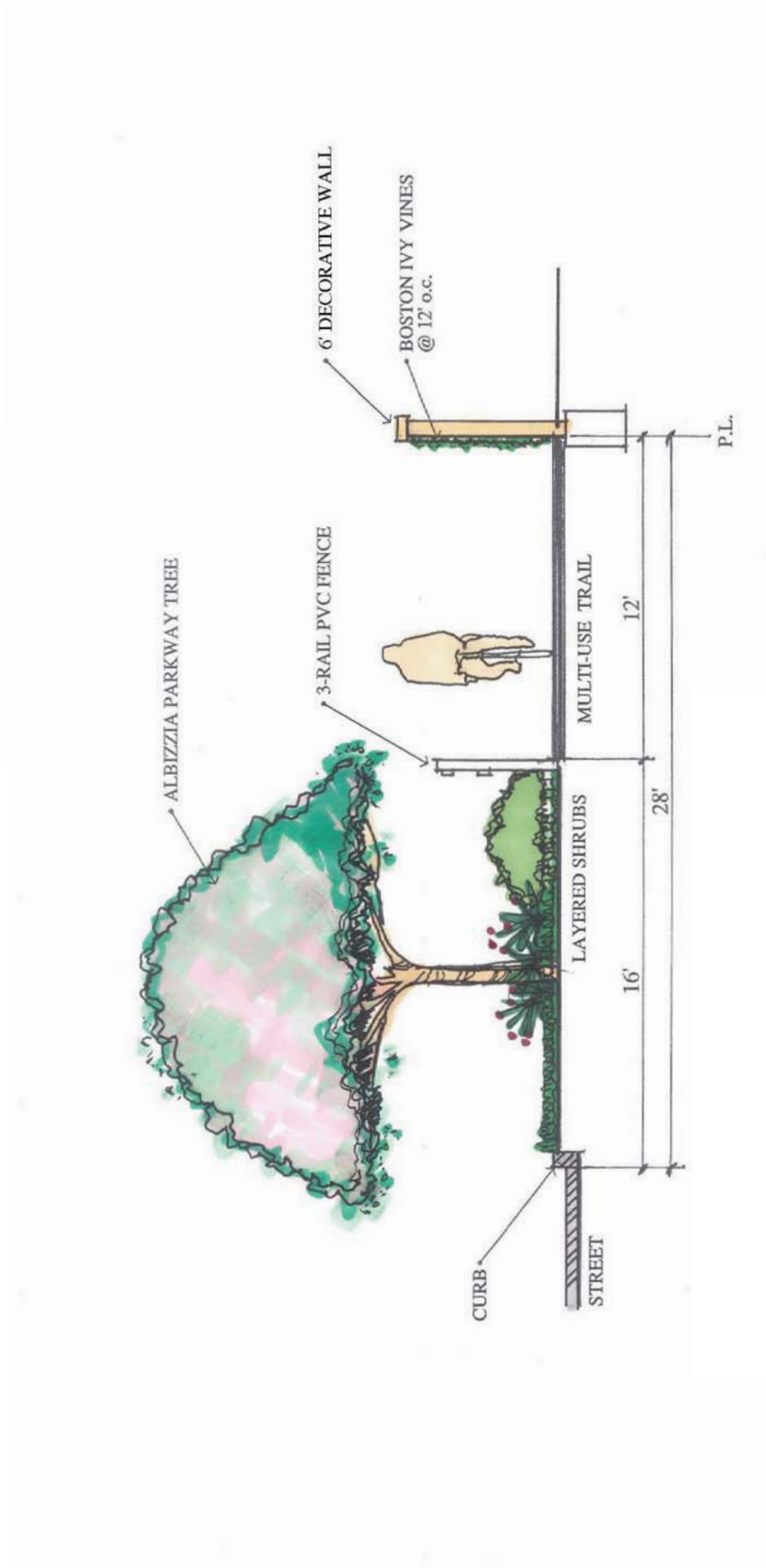


Figure 1-12 Brodiaea Avenue Section East of Quincy Channel

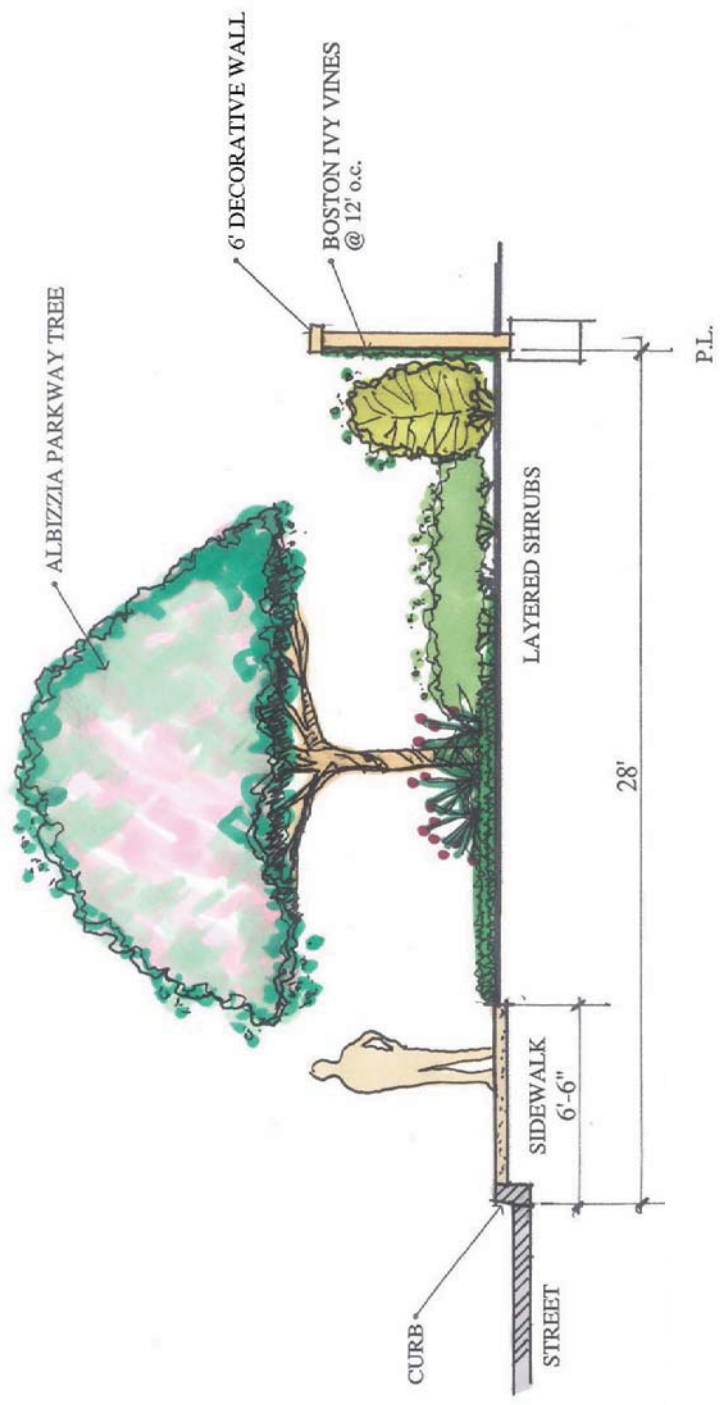


Figure 1-13 Brodiaea Avenue Section West of Quincy Channel

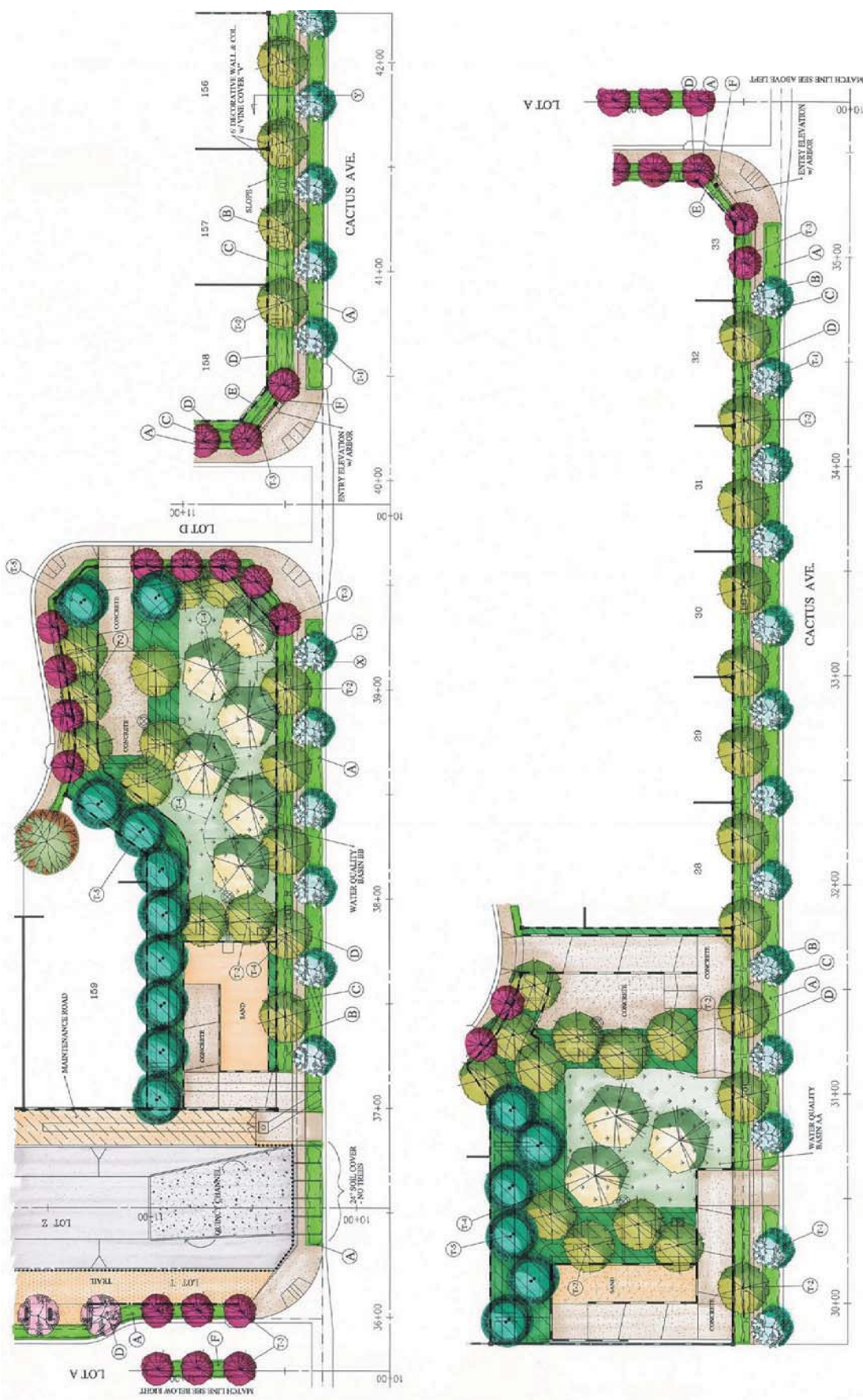


Figure 1-14 Cactus Avenue Streetscape and Water Quality Basin



CACTUS AVE. STREETSCAPE PLANT PALETTE

TREES

- T-1 RHUS LANCEA 24" BOX STD.
- T-2 GEBERA PARVIFOLIA 24" BOX STD.
- T-3 CERCIS CANADENSIS 24" BOX STD.
- T-4 ERIOBOTRYA DEFLEXA 24" BOX STD.
- T-5 PINUS FREMONTII 15 GALLON
- ALPEPO PINE 15 GAL.

A. LOW SHRUB / GROUND COVER 12"-18" HT. (1 GAL @ 30"-36" O.C.)

- MYOPORIUM PARVIFOLIUM
- ROSMARINUS OFF. PROSTRATUS
- HYPERICUM CALYCIDUM
- COTONEASTER DAMMERI LOWFAST
- MYOPORIUM
- DWARF ROSEMARY
- AARON'S BEARD
- BEARBERRY COTONEASTER

B. FLOWERING ACCENT PLANTS (1 GAL @ 24"-30" O.C.)

- HEMEROCALLIS HYBRIDS
- MORAEA BICOLOR
- AGAPANTHUS AFRICANUS
- DAYLILY
- FORTNIGHT LILY
- LILY OF THE NILE

C. INTERMEDIATE SHRUBS 3' HT. (5 GAL @ 36"-42" O.C.)

- CALLISTEMON VIMINALIS 'LITTLE JOHN'
- RAPHIOLEPS INDICA SPP.
- MYRTUS COMMUNIS COMPACTA
- ESCALLONIA 'LOU ELLEN'
- CISTUS SPP.
- LAVANDULA ANGUSTIFOLIA
- DWARF BOTTLEBRUSH
- INDIAN HAWTHORN
- DWARF MYRTLE
- ESCALLONIA
- ROCKROSE
- ENGLISH LAVENDER

D. BACKGROUND SHRUBS 5' HT. (5 GAL @ 4'-5' O.C.)

- XYLOSMA CONGESTUM COMPACTA
- LIGUSTRUM TEXANUM
- ESCALLONIA FRADESI
- WESTRINGIA ROSMARINIFORMIS
- VIBURNUM TINUS 'SPRING BOUQUET'
- SHINY XYLOSMA
- WAX LEAF PRIVET
- PINK ESCALLONIA
- AUSTRALIAN ROSEMARY
- VIBURNUM

E. ENTRY CORNER BACKGROUND SHRUB 5' HT. (5 GAL @ 4'-5' O.C.)

- LEPTOSPERMUM SCOPARIUM
- 'RUBY GLOW'
- NANDINA DOMESTICA
- PHOTINIA FRASERI
- GREVILLEA NOELLI
- RED FLOWERING TEA TREE
- HEAVENLY BAMBOO
- PHOTINIA
- NOELLI

F. FLOWERING INTERMEDIATE SHRUB (5 GAL @ 24"-36" O.C.)

- SALVIA GREGH
- ROSA 'CARPET ROSE'
- LAVANDULA STOECHAS 'OTTO QUAST'
- AUTUMN SAGE
- NCN
- LAVENDER

V. VINES (5 GAL @ 10'-12' O.C.)

- PARTHENOCISSUS TRICUSPIDATA
- BOSTON IVY

PLANT PALETTE/WATER QUALITY BASINS "AA" & "BB"



BASIN BOTTOM HYDROSEED MIX:

- PLANTAGO OVATA
- LEYMUS CONDENSATUS
- MMULUS AURANTICUS
- LOTUS SCOPARIUS
- LUPINUS BICOLOR
- NASSELLA LEPIDA
- EROPHYLLUM CONFERTIFLORUM
- GNAPHALIUM CALIFORNICUM
- PLANTAGO
- GIANT WILD RYE
- STICKY MONKEY FLOWER
- DEERWEED
- LUPINE
- FOOTHILL NEEDLEGRASS
- GOLDEN YARROW
- CALIFORNIA EVERLASTING



BASIN SLOPES:

- HYDROSEED MIX:
- ARTEMISIA CALIFORNICA
- ERIGONOM FASCICULATUM
- SALVIA APHANA
- SALVIA MELLIFERA
- LOTUS SCOPARIUS
- NASSELLA LEPIDA
- GNAPHALIUM CALIFORNICUM
- SHIRUBS:
- ROSMARINUS OFF. PROSTRATA
- BACCHARIS SPP.
- CISTUS SPP.
- LANTANA SPP.
- GREVILLEA NOELLI
- COTONEASTER SPP.
- SALVIA SPP.
- XYLOSMA CONGESTUM COMPACTA
- ELEAGNUS PUNGENS FRUITLANDII
- LEUCOPHYLLUM SPP.
- RHUS OVATA
- CALIFORNIA SAGEBRUSH
- CALIFORNIA BUCKWHEAT
- WHITE SAGE
- BLACK SAGE
- DEERWEED
- FOOTHILL NEEDLEGRASS
- CALIFORNIA EVERLASTING
- TRAILING ROSEMARY
- COYOTE BUSH
- ROCKROSE
- LANTANA
- NOELLI
- COTONEASTER
- SAGE
- SHINY XYLOSMA
- SILVERBERRY
- TEXAS SAGE
- SUGAR BUSH

Figure 1-15 Cactus Avenue Plan Palette



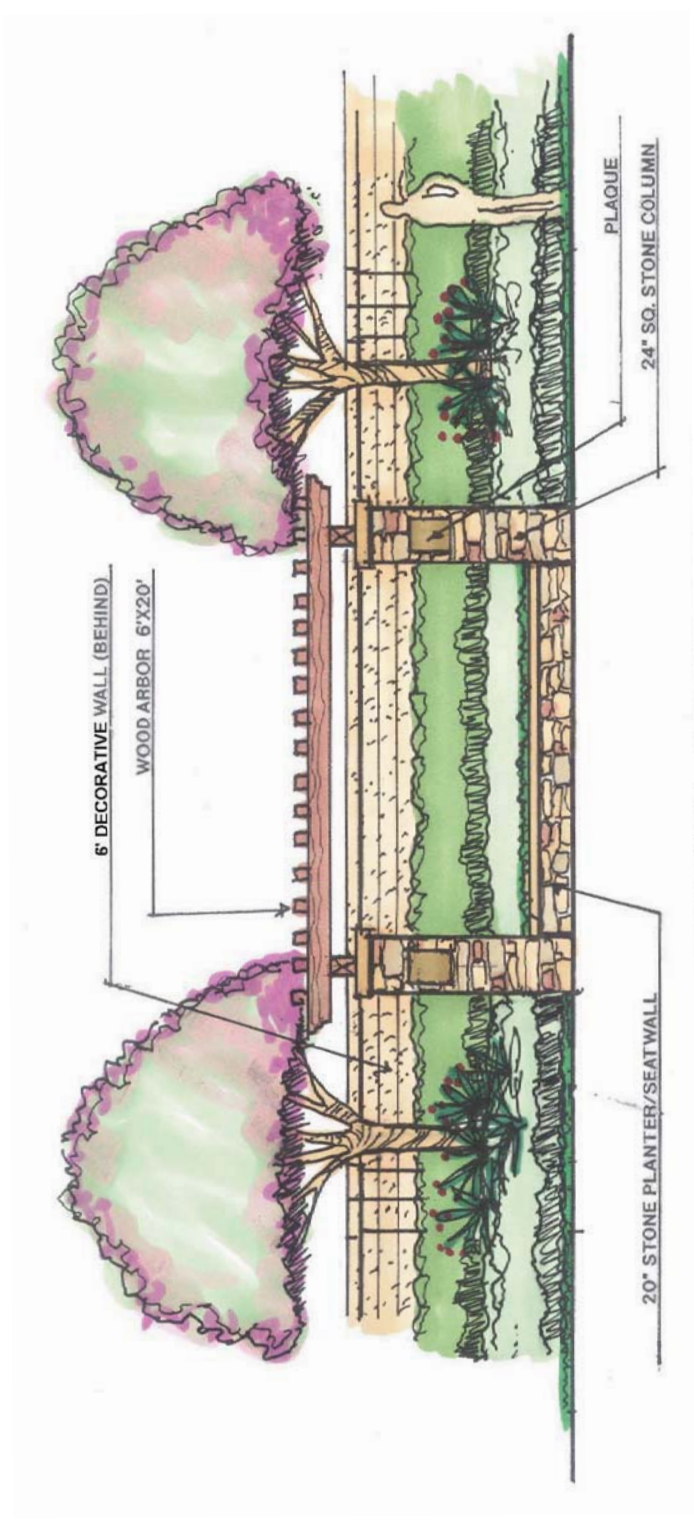


Figure 1-16 Cactus Avenue Corner Entry

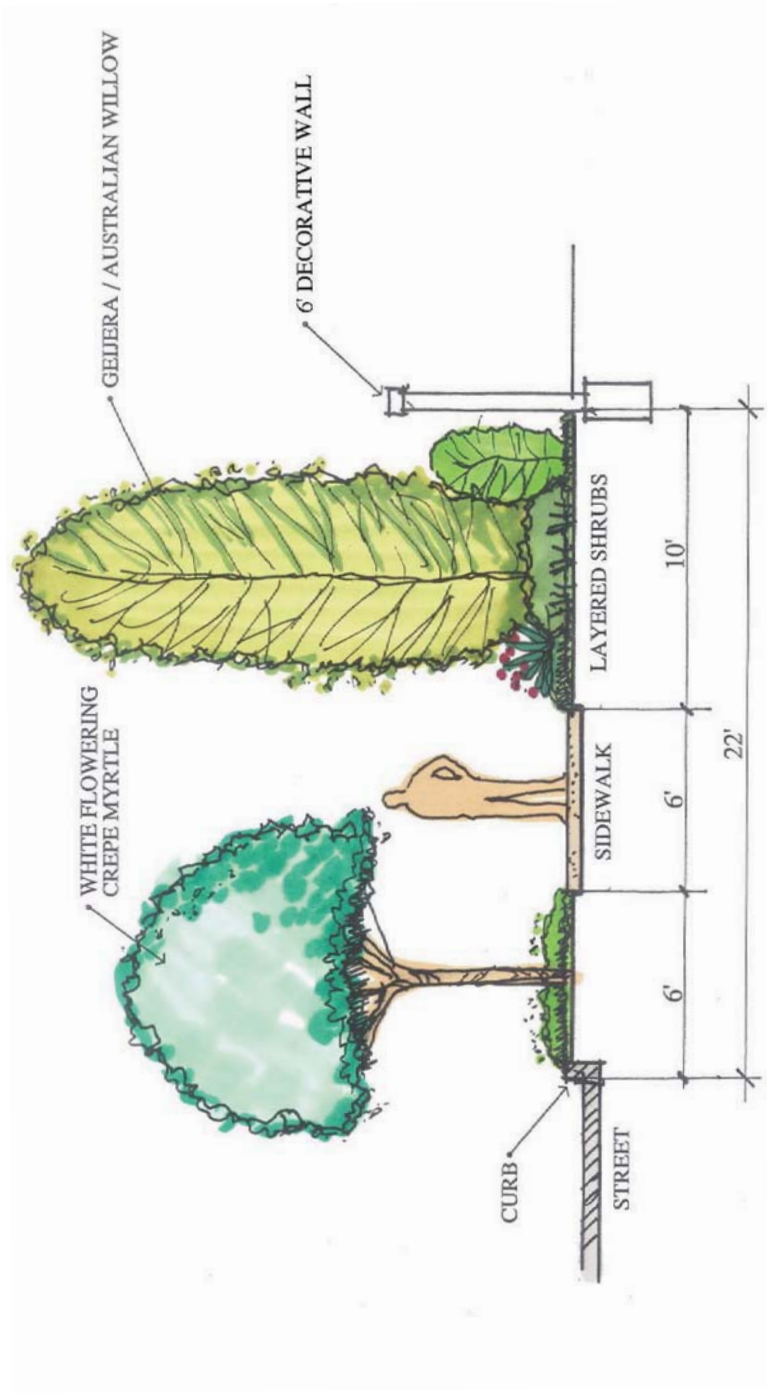


Figure 1-17 Cactus Avenue Street Section

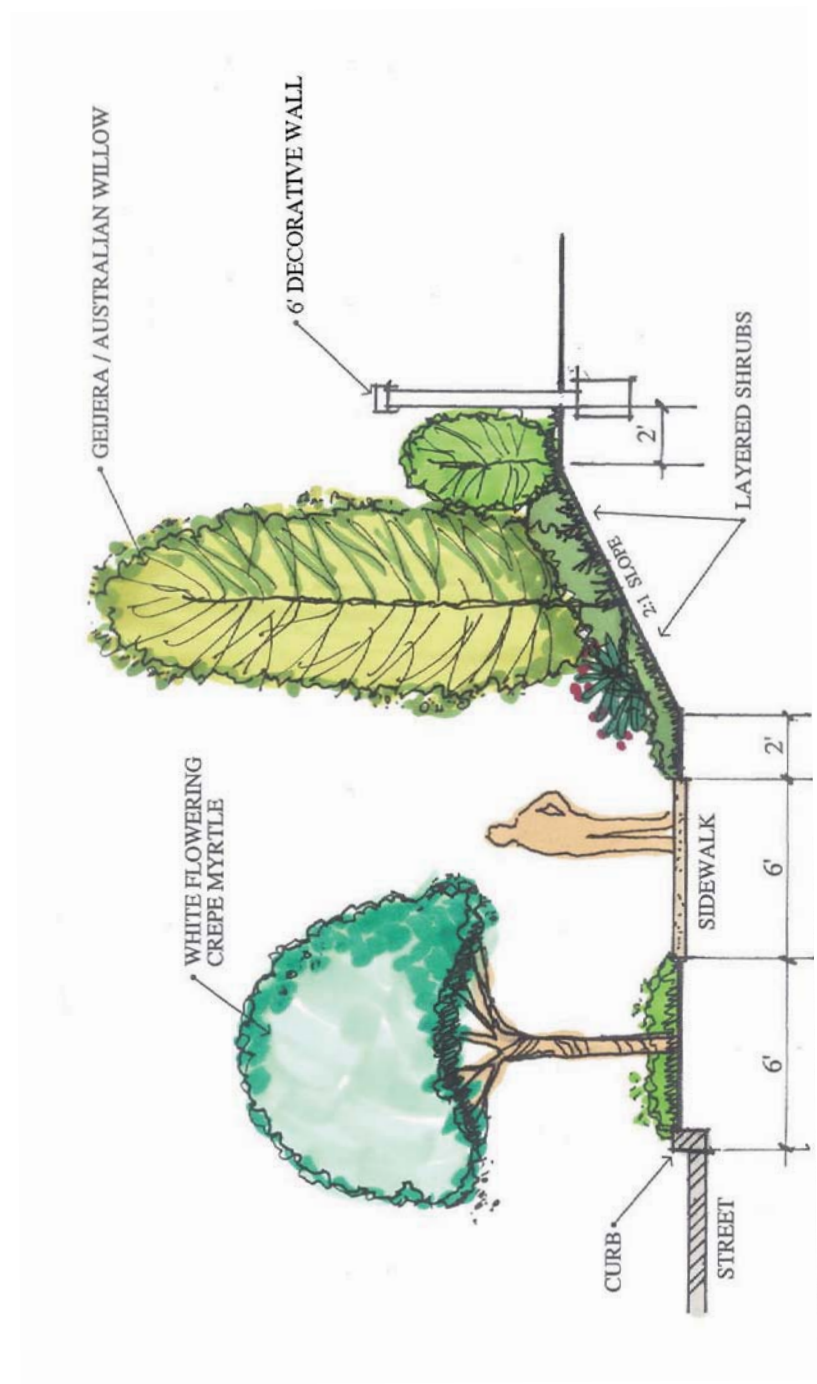


Figure 1-18 Cactus Avenue Street Section with Slope



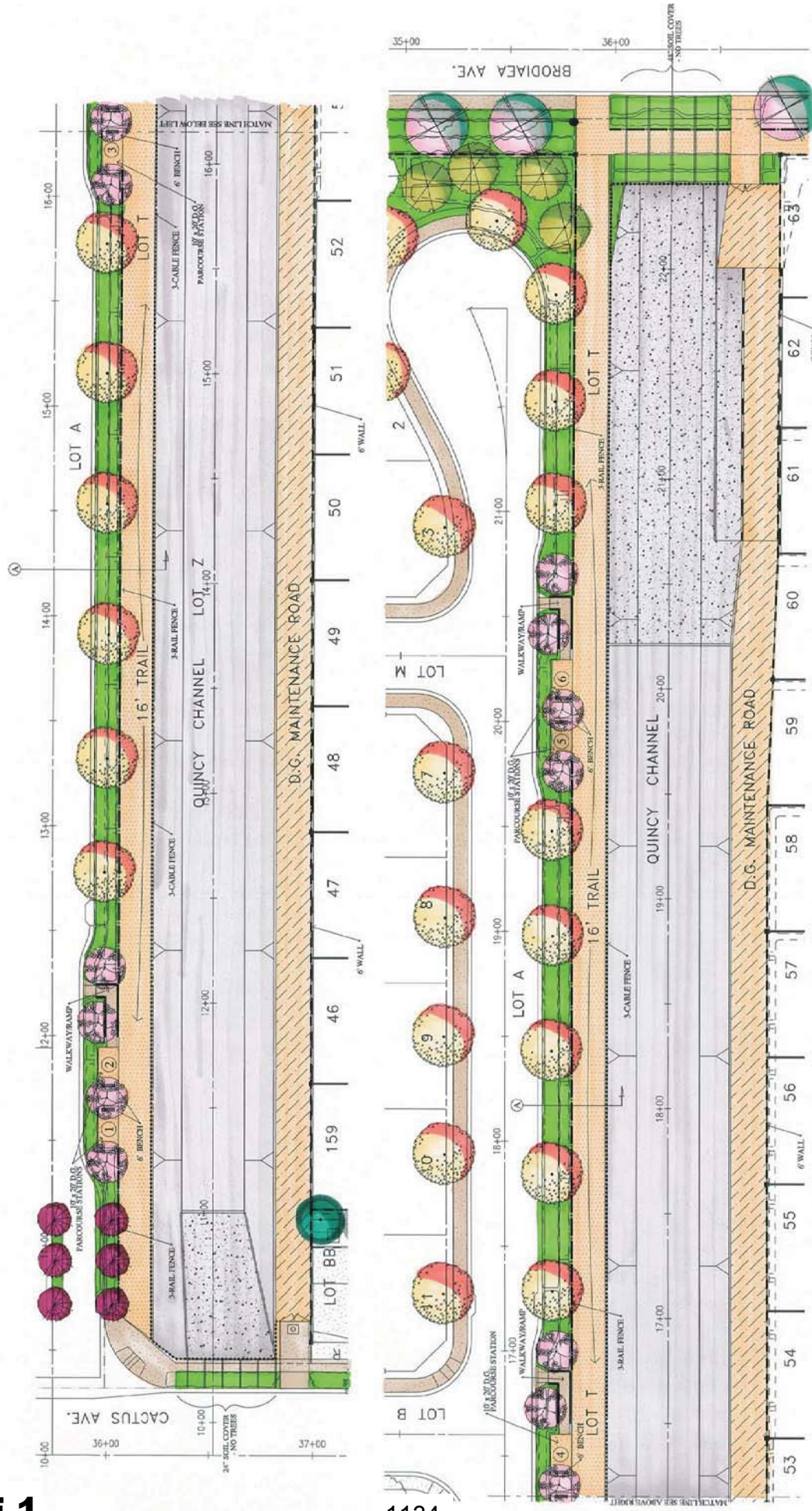






Figure 1-19 Quincy Channel Trail, Par Course and Streetscape

<u>TREES</u>		<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>WUCOLS</u>
T - 1		PLATANUS ACERIFOLIA	LONDON PLANE	24" BOX	M
T - 2		LAGERSTROEMIA INDICA 'PINK'	CRAPE MYRTLE	24" BOX	M
T - 3		GEIJERA PARVIFLORA	AUSTRALIAN WILLOW	15 gal	M
T - 4		CERCIS CANADENSIS OR ERIOBOTRYA DEFLEXA	EASTERN REDBUD BRONZE LOQUAT	24" BOX 24" BOX	M M


<u>PLANTING PALETTE:</u>		<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE / SPACING</u>
		ROSMARINUS O. PROST. 'HUNTINGTON BLUE'	ROSEMARY	1 GALLON @ 30" O.C.
		LANTANA MONTEVIDENSIS 'GOLD'	N. C. N.	1 GALLON @ 36" O.C.
		CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF CALLISTEMON	5 GALLON @ 42" O.C.
		RHAPHIOLEPIS INDICA 'CLARA'	INDIAN HAWTHORN	5 GALLON @ 42" O.C.
		SALVIA GREGII	AUTUMN SAGE	5 GALLON @ 36" O.C.
		HEMEROCALLIS HYBRIDA 'YELLOW'	DAYLILY	1 GALLON @ 24" O.C.
		XYLOSMA CONGESTUM 'COMPACTA'	DWARF XYLOSMA	5 GALLON @ 5" O.C.
		GREVILLEA NOELI	PINK GREVILLEA	5 GALLON @ 4" O.C.
		CISTUS COBARIENSIS	WHITE ROCKROSE	5 GALLON @ 4" O.C.
		CISTUS LADANIFER MACULATUS	CRIMSON SPOT ROCKROSE	5 GALLON @ 42" O.C.
		MYOPORUM PARVIFOLIUM	N. C. N.	5 GALLON @ 42" O.C.
				Rooted Cuttings @ 18" O.C.

Figure 1-20 Quincy Channel Plant Palette

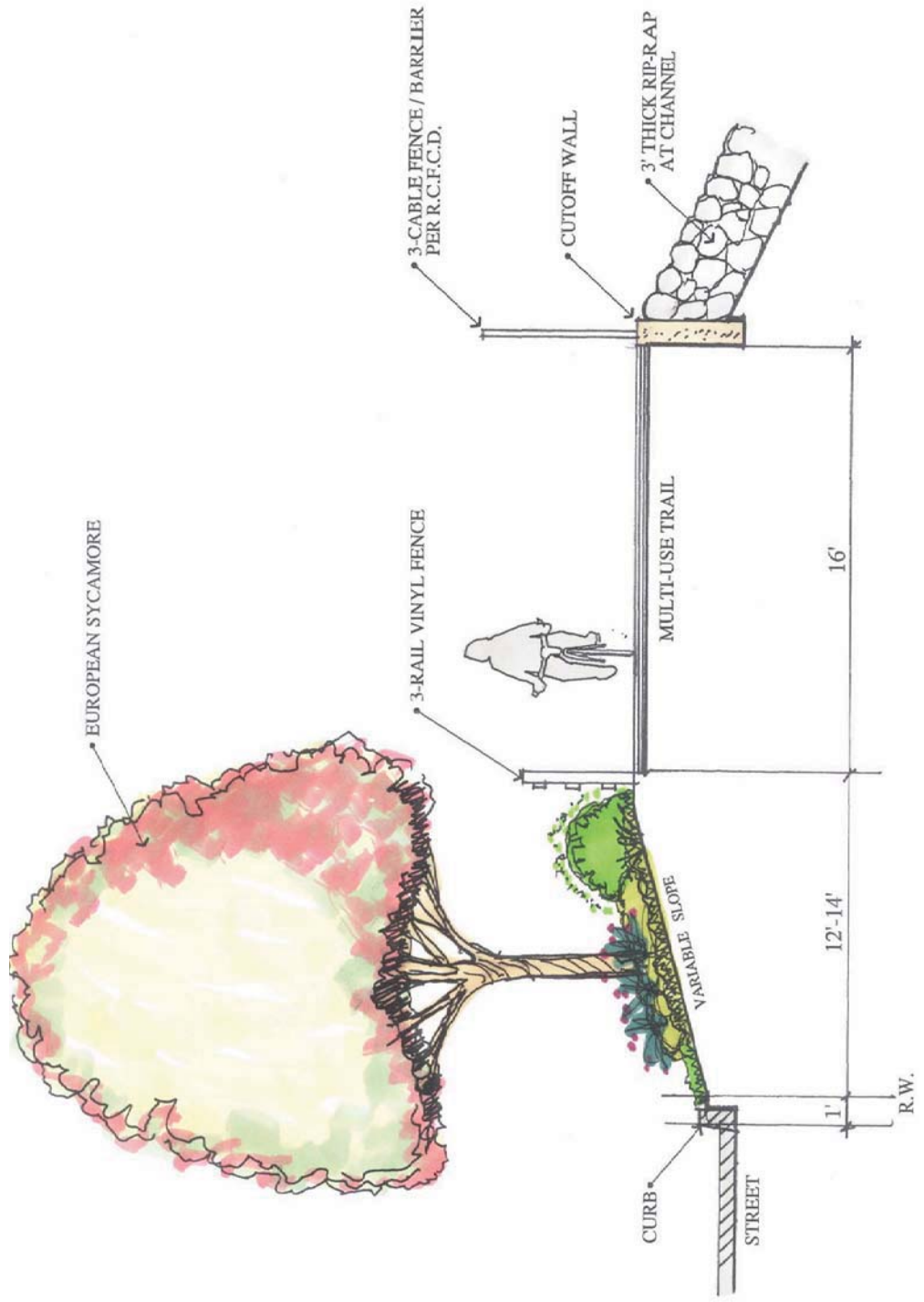
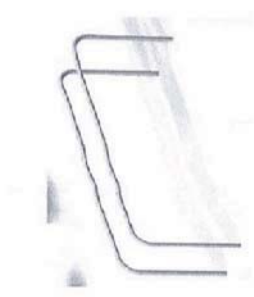
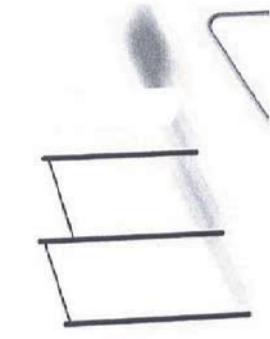


Figure 1-21 Quincy Channel Trail Section

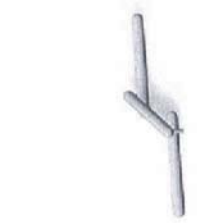




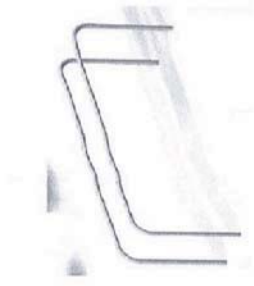
① "FIT CORE" STATION 1  
NO SCALE  
BALANCE BEAM



② "FIT CORE" STATION 2  
NO SCALE  
PULL UP BARS



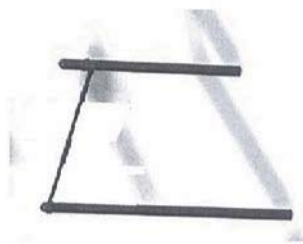
③ "FIT CORE" STATION 3  
NO SCALE  
BEAM RUN



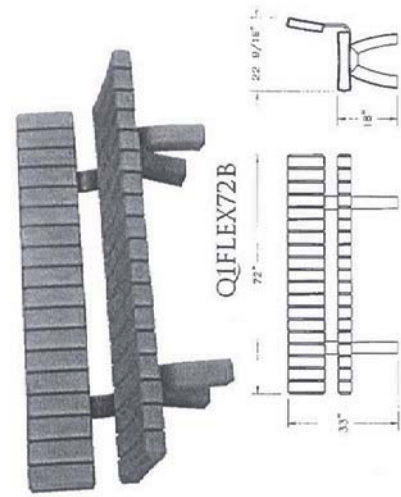
④ "FIT CORE" STATION 4  
NO SCALE  
PARALLEL BARS



⑤ "FIT CORE" STATION 5  
NO SCALE  
SIT UPS



⑥ "FIT CORE" STATION 6  
NO SCALE  
JUMP - TOUCH



6' CONCRETE BENCH @ "FIT CORE" STATIONS  
NO SCALE  
MODEL QIFLEX72B by QUICKCRETE

Figure 1-22 Quincy Channel Par Course Elements

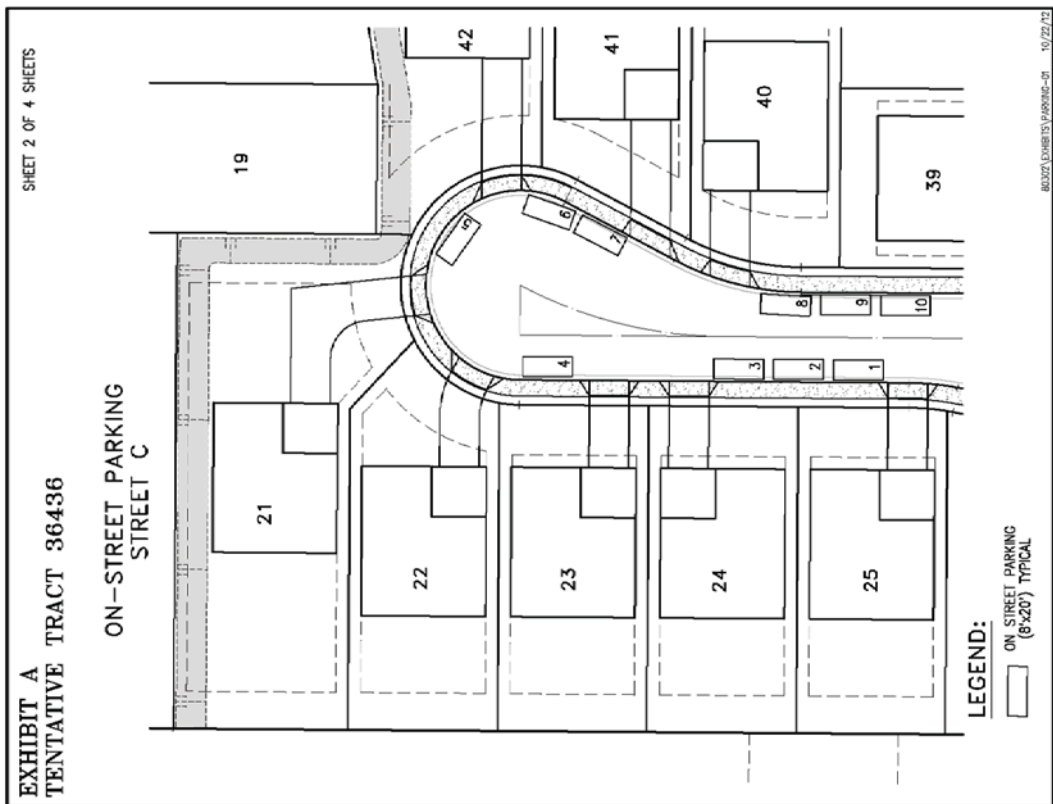
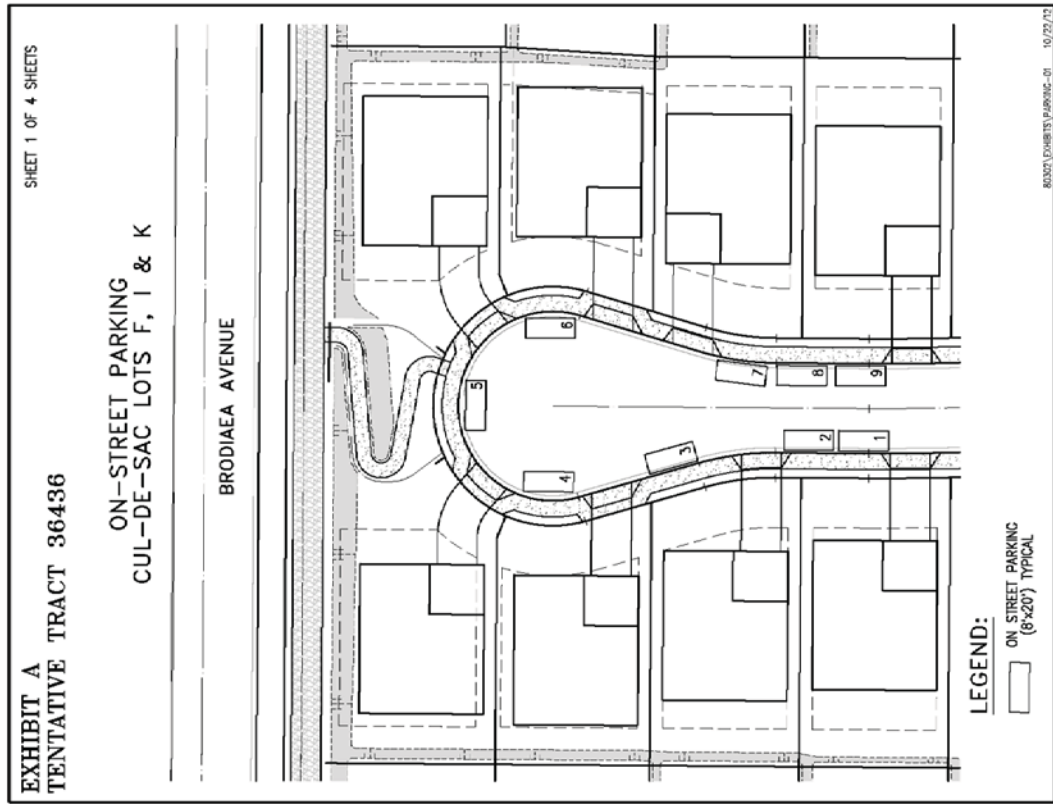


Figure 1-23a Cul-de-sac Knuckle On-street Parking



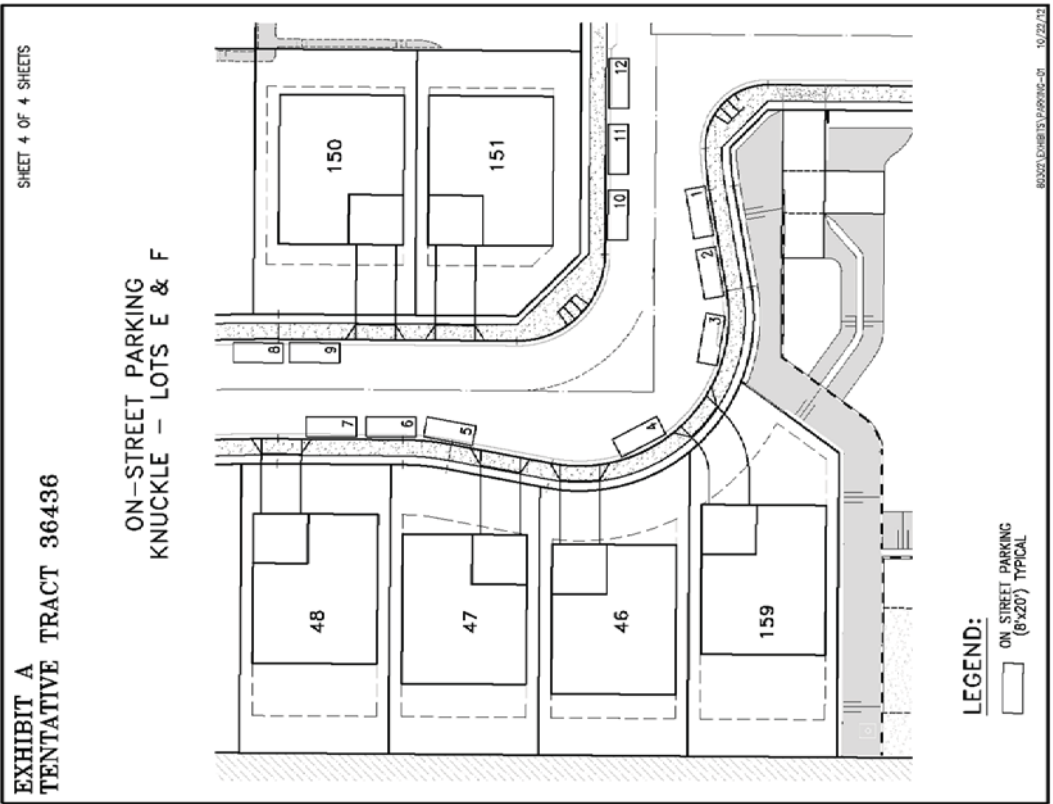
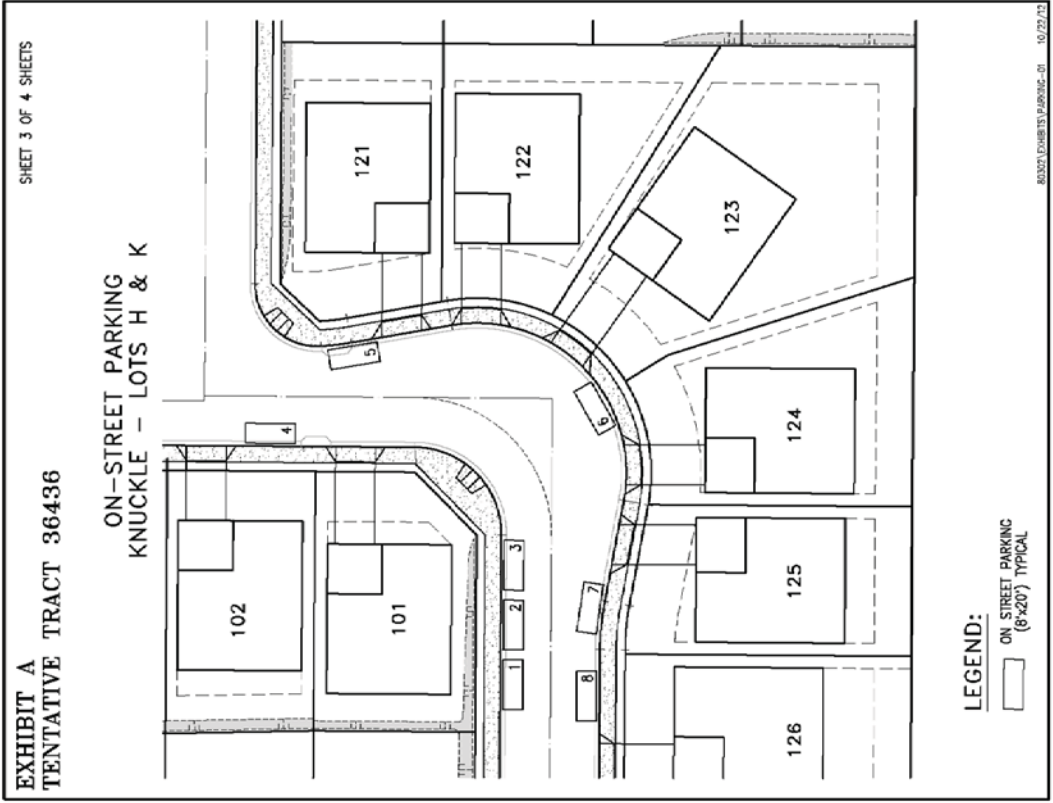


Figure 1-23a Cul-de-sac Knuckle On-street Parking

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**CITY OF MORENO VALLEY  
MITIGATION MONITORING PROGRAM  
PA12-0004, PA12-0005,**

Impact	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance
<b>Air Quality</b>	<b>MM AIR 1:</b> MM AQ1 Compliance with SCAQMD's Rule 403: The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.	<ol style="list-style-type: none"> <li>1. Prior to approval of grading plan (verify notes on plans)</li> <li>2. During construction</li> </ol>	<ol style="list-style-type: none"> <li>1. Planning</li> <li>2. Applicant, contractor, Land Development Inspector</li> </ol>	<ol style="list-style-type: none"> <li>1. Grading plan sign-off.</li> <li>2. Pre-construction meeting, site inspections</li> </ol>	
<b>Biological</b>	<b>BIO-1</b> Pursuant to Objective 6 of the MSHCP species-specific objectives for the burrowing owl, a qualified biologist shall conduct pre-construction presence/absence surveys for burrowing owl within 30 days prior to any disturbance of the site. If owls are detected onsite, a qualified biologist shall relocate the owls from the site following accepted protocols. Owl relocation shall occur between September 15 <sup>th</sup> and February 1 <sup>st</sup> to avoid the nesting season. The take of active nest is not allowed by the MSHCP, and is prohibited by the MBTA and California Fish and Game Code.	<ol style="list-style-type: none"> <li>1. Prior to approval of grading plan and within 30 days of site disturbance.</li> </ol>	<ol style="list-style-type: none"> <li>1. Planning</li> </ol>	<ol style="list-style-type: none"> <li>1. Grading plan sign-off</li> </ol>	

	<p><b>BIO-2</b> Any vegetation clearing and ground disturbance should be conducted outside of the nesting season (February 1<sup>st</sup> through September 15<sup>th</sup>). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within 3 days prior to any disturbance of the site. If active nests are identified, the biologist shall establish suitable buffers around the nest, and the buffers shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests.</p>	<p>1. Prior to approval of grading plan</p>	<p>1.Planning</p>	<p>1.Grading plan sign-off</p>	
	<p><b>BIO-3</b> The Project shall mitigate permanent impacts to 0.48 acre of Corps jurisdiction, 0.57 acre of permanent impacts to Regional Board jurisdiction, and 1.04 acre of permanent impacts to CDFG jurisdiction through acquisition of credits at a minimum 1:1 ratio from an approved mitigation bank, such as the Santa Ana River Mitigation Bank, and/or in-lieu fee program, such as the Santa Ana Watershed Association (SAWA) In-Lieu Fee Program, or another environmentally sensitive entity such as the Riverside-Corona Resource Conservation District or the Inland Empire Resource Conservation District within the Santa Ana River Watershed, which includes the San Jacinto River Watershed. Implementation of Mitigation Measure BIO-3 will reduce potential impacts to jurisdictional waters to a less than significant level in compliance with CEQA. The project will be required to pay SKR and MSHCP mitigation fees.</p>	<p>1. Prior to approval of grading plan (verify notes on plans)</p> <p>2. Prior to grading or any disturbance of the site.</p>	<p>1. Planning</p> <p>2. Planning</p>	<p>1.Grading plan sign-off</p> <p>2.Documentation from CDFG.</p>	
<p><b>Cultural</b></p>	<p><b>CUL 1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been</b></p>	<p>1. Prior to grading permit issuance.</p>	<p>1.Applicant, Contractor</p> <p>2. Planning</p> <p>3. Tribal Monitor.</p>	<p>1. Letter from Archaeologist</p> <p>2. Letter from Tribal Monitor</p>	

	<p>secured for a qualified Tribal representative and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to halt and redirect earthmoving activities in the event that suspected archeological resources are unearthed during Project construction.</p>		4. Project Archaeologist.		
<p><u>CUL 2</u> Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representative and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representative suspects that an archaeological resource may have been unearthed, the monitor shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2.</p>		1. Prior to grading permit issuance.	1. Planning Contractor 2. Applicant, Contractor 3. Tribal Monitor. 4. Project Archaeologist.	1. Applicant 2. Letter from Tribal Monitor. 3. Letter from project Archaeologist.	

	<p><b><u>CUL 3</u></b> If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and a representative of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside. All cultural material collected during the grading monitoring program and from any previous</p>	<p>1. During grading.</p>	<p>1. Archeologist 2. Tribal Representative 3. Applicant 4. Contractor</p>	<p>1. Archeologist 2. Contractor 3. Applicant 4. Tribal Rep 5. City Planning</p>
--	--	---------------------------	--	--

	<p>archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility.</p>				
<p><b><u>CUL 4</u></b> Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:</p> <p>“If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representative are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representative to the site to assess the significance of the find.”</p>	<p>1. Prior to approval of grading plan (verify notes on plans)</p> <p>2. Prior to grading or any disturbance of the site</p>	<p>1. Planning 2. Applicant 3. Engineer</p>	<p>1. Grading plan sign-off.</p>		
<p><b><u>CUL 5</u></b> Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:</p> <p>“If any suspected paleontological resources are discovered during ground-disturbing activities, the construction</p>	<p>1. Prior to approval of grading plan (verify notes on plans)</p> <p>2. Prior to grading or any disturbance of</p>	<p>1. Planning 2. Applicant 3. Engineer</p>	<p>1. Grading plan sign-off.</p>		

<p>the site</p>	<p>supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction.”</p>	
	<p><u>CUL 6</u> If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made</p>	
	<p>1.Archeologist 2. Contractor 3. Applicant</p>	<p>On-site monitoring. 1. Archeologist 2. Tribal Rep 3. Contractor 4. Applicant</p>



	<p>by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the “most likely descendants” of receiving notification of the discovery. The most likely descendants shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98.</p>			

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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** May 14, 2013

**TITLE:** A JOINT PUBLIC HEARING TO APPROVE AN AFFORDABLE HOUSING AGREEMENT WITH HABITAT FOR HUMANITY

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### **RECOMMENDED ACTION**

Recommendations: That the City Council and Housing Authority:

1. Conduct a Joint Public Hearing pursuant to the California Community Redevelopment Law (California Health and Safety Code, Section 33000 et seq.) at which it will hear and consider information concerning the transfer of title of Assessor's Parcels 481-250-002 and 481-250-003 and the Affordable Housing Agreement by and between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside.
2. Adopt Resolution 2013-31, and Resolution HA 2013-02, approving an Affordable Housing Agreement between the City of Moreno Valley, the Moreno Valley Housing Authority, and Habitat for Humanity Riverside, Inc. for the conveyance and development of land, making certain findings, and approving the use of funds.

### **BACKGROUND**

In 2008, the federal government approved legislation that provided Community Development Block Grant (CDBG) funding through the Department of Housing & Urban Development (HUD) to local governments to address the foreclosure crisis experienced across the nation. The program was known as the Neighborhood Stabilization Program (NSP 1) and Moreno Valley received an allocation of \$11.3 million to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or high-risk mortgages. In 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP

assistance. This additional allocation represented the third round of NSP funding and is referred to as NSP 3. Moreno Valley received an allocation of \$3.6 million in NSP 3 Grant funds.

One of the conditions of acceptance of these grants was to meet a low-income requirement which is HUD's mandate to expend at least 25% of NSP funds for beneficiaries with household income at or below 50% AMI. To adhere to this affordability requirement, Moreno Valley worked with Mary Erickson Community Housing to acquire two foreclosed apartment buildings with NSP funds for rehabilitation and leasing. Both of these projects were recently completed and are fully occupied.

To further use NSP funding, as well as adhere to low income affordability requirements, the City has been discussing a new affordable housing project with Habitat for Humanity. The City has enjoyed a successful partnership with a local Habitat for Humanity chapter – Habitat for Humanity Riverside. Habitat for Humanity is a respected international non-profit housing organization, which assists low and very low-income families to attain homeownership and better living conditions. The Habitat approach is community-based and relies on local residents and businesses for materials and labor to build modest homes. Families are selected to acquire the homes based on income and need - those living in the worst housing conditions are given priority. Habitat provides counseling to the families relative to the benefits and responsibilities of homeownership starting with their selection and continuing after move-in. Families must also invest a minimum of five hundred hours of labor in the development of their home.

Since Habitat for Humanity Riverside (HFHR) has already contracted and completed 11 homes in Moreno Valley since 1988 that have served the targeted population of low income families, City staff asked HFHR for a proposal to address the conditions specified in the NSP Grant. As a result of that request, the City and HFHR have drafted the attached Affordable Housing Agreement that requires the approval of both the City Council and the Housing Authority.

## **DISCUSSION**

The proposed project includes the development, construction, and sale of 8 single family homes to qualified low-income families by HFHR on a parcel of land currently owned by the Moreno Valley Housing Authority. The property was originally acquired with redevelopment funding and then moved to the City's Housing Authority as part of the demise of the City's Redevelopment Agency. The City will provide funding for the all of the development and construction costs for the project using the NSP 1 and NSP 3 Grant proceeds. This project satisfies HUD's requirements of both grants. The Affordable Housing Agreement (Attachment A) outlines the terms and conditions of the project.

HFHR will subdivide to contiguous parcels of land (Assessor's Parcel Numbers 481-250-002 and 003) into residential lots. The land is currently owned by the Housing Authority and is specifically designated for the development of affordable housing. Using the NSP funding, HFHR will construct 8 single family homes and other necessary

improvements. Depending on funding availability, HFHR will have the option of developing 2 additional units as a second phase on the site. HFHR will then sell the homes to income qualified families who meet the purchase requirements established by HUD as a part of the NSP Grants. The homebuyers will be required to perform “sweat equity”, attend homeownership classes, and repay a mortgage based upon their income.

The City and HFHR will share the proceeds of the repayment of the home mortgages. Each home will also be encumbered by a 45-year covenant to restrict the resale of the property to only income qualified buyers. This recorded restriction is also a requirement of the NSP Grants. The Affordable Housing Agreement and its associated documents provide legal protection of the affordability covenants and the NSP Grant Funds.

### **ALTERNATIVES**

1. Conduct a joint public hearing and adopt Resolution 2013-31, approving an Affordable Housing Agreement for the conveyance and development of land making certain findings and approving the use of funds. *Staff recommends this alternative because it adheres to HUD’s NSP requirements.*
  
2. Do not approve Resolution 2013-31, and the Affordable Housing Agreement for the conveyance and development of land. *Staff does not recommend this alternative. Failure to conduct the hearing and adopt the Resolution would jeopardize the funding obligations of the City’s NSP Grants.*

### **FISCAL IMPACT**

The Moreno Valley Housing Authority is providing the land and the City, through the Neighborhood Stabilization Program is providing the funding for this project. The land was purchased in 1994 by the former Redevelopment Agency (RDA) using funds designated for affordable housing. With the dissolution of the RDA, title to the property was transferred to the Moreno Valley Housing Authority for pursuing an affordable housing project.

The City is providing all of the funds for this project to develop, construct and sell 8 single family homes. The maximum funding for this project is \$2.127 million in account numbers 2507-20-32-72701-733201 and 2507-20-32-72703-733201. **This project is being funded using funds designated for a specific purpose as set forth in the terms and conditions of the Neighborhood Stabilization Program Grant. There will be NO impact to the City’s General Fund budget.**

**SUMMARY**

Habitat for Humanity, Riverside Inc. will develop and construct 8 single-family homes to be sold to qualified low income families. The City and the Housing Authority will assist this project by providing the land and funding of the cost to construct the homes. The completed homes will be sold to qualified low income purchasers. The homes will be encumbered by 45-year covenants to insure the continued affordability of the homes. The City and HFHR will share in the revenue from the mortgage payments from the homeowners.

**NOTIFICATION**

Notice of the joint public hearing concerning the transfer of title of Assessor's Parcels 481-250-002 and 481-250-003 and the Affordable Housing Agreement was published in a newspaper of general circulation in the City on April 30, 2013.

**ATTACHMENTS**

- Attachment 1 - Proposed Resolution for City Council
- Attachment 2 - Proposed Resolution for Housing Authority
- Attachment 3 - Affordable Housing Agreement

Department Head:  
Barry Foster  
Community and Economic Development Director

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

## RESOLUTION NO. 2013-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND AMONG THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND HABITAT FOR HUMANITY, RIVERSIDE, INC.

WHEREAS, the Housing Authority of the City of Moreno Valley (“Authority”) is a housing authority duly established and operating as a local housing authority pursuant to the California Housing Authority Law, Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code (“Housing Authority Law”); and

WHEREAS, the City of Moreno Valley (“City”) previously established a redevelopment agency known as the Community Redevelopment Agency of the City of Moreno Valley (the “Redevelopment Agency”), which operated under the California Community Redevelopment Law, Chapter 1 of Part 1 of Title 24 of the California Health and Safety Code (the “Redevelopment Law”); and

WHEREAS, the Redevelopment Agency and all other redevelopment agencies in the State of California were dissolved pursuant to ABx1 26, as created by the California Legislature in 2011 (the “2011 Dissolution Enactment”). The dissolution of redevelopment agencies was further prescribed by AB 1484, Chapter 26 of Statutes of 2012 (“AB 1484” and, together with the 2011 Dissolution Enactment as amended by AB 1484, the “Redevelopment Dissolution Measure”); and

WHEREAS, under the Redevelopment Law, the Redevelopment Agency was required to and did devote certain revenues described at Section 33334.2 and 33334.3 of the California Health and Safety Code (“Housing Setaside Moneys”) to activities for the acquisition of property, improvement to property, rehabilitation of properties and preservation of properties which are housing resources benefitting and restored to use by and available to households of limited income. As part of the Redevelopment Agency’s activities using Housing Setaside Moneys, the Redevelopment Agency acquired that certain real property referred to herein as the “Site,” consisting of approximately 1.36 acres, generally located at 24265 Myers Avenue and more particularly described in the “Map” (as defined in the draft Affordable Housing Agreement by and among the City, the Authority and Habitat for Humanity, Riverside, Inc., submitted herewith; the “Affordable Housing Agreement”); and

WHEREAS, the Site, which consists of land acquired solely with Housing Setaside Moneys, was transferred to the Authority by notice of: (i) action by the City designating the Authority as the housing successor entity pursuant to Section 34176 of the Redevelopment Dissolution Measure, and (ii) action by each of the successor agency to the Redevelopment Agency (the “Successor Agency”) and the Oversight

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Resolution No. 2013-31  
Date Adopted: May 14, 2013

Board to the Successor Agency as created pursuant to Section 34179.6 of the Redevelopment Dissolution Measure; and

WHEREAS, the Site remains subject to requirements that it be used for affordable housing purposes for households of limited income; and

WHEREAS, the City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program (“NSP”) enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes referred to as “HERA” and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub.L. 111-203, approved July 21, 2010, including regulations cited at 75 FR 64322) sometimes referred to as “NSP3”); and

WHEREAS, certain moneys made available to the City under NSP3 are required to be applied in a manner that benefits households of limited income. The City has determined that moneys made available to the City under NSP3 up to the “Maximum NSP3 amount” (as defined in Section 1.1 of the Affordable Housing Agreement) shall be used for the development of detached single-family houses to be sold to “Low Income Households” at a price which does not exceed “Affordable Housing Cost” (as such capitalized terms are defined in the Affordable Housing Agreement) all in accordance with the terms and conditions more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, the Developer has proposed to undertake the development of eight (8) single-family houses (each a “House” and collectively, the “Houses”) and together with the corresponding lot, each a “Homebuyer Property” (as further defined in the Affordable Housing Agreement) including use of self-help, “sweat equity” to be provided by prospective homebuyers, each of which shall be a households having an income of not in excess of eighty percent (80%) of area median income (each a “Low Income Household”); and

WHEREAS, the City agrees to loan moneys made available to the City under NSP3 up to the Maximum NSP3 Amount as more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, in connection with each sale of a Homebuyer Property, there will be two loans administered by the City, a Homebuyer Senior Loan and a Homebuyer Junior Loan, as further described in the Homebuyer Loan Agreement; and

WHEREAS, the Authority’s conveyance of the Site to the Developer and the Developer’s construction and sale of the Houses on the Site, and the loan of NSP3 Moneys by the City to the Developer and subsequently to qualified Low Income homebuyers pursuant to the terms of this Agreement are in the vital and best interest of the Authority and the City and the health, safety and welfare of residents of the City.

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WHEREAS, Article XXXIV of the State Constitution limits the authority of a city to approve a low rent housing project, but does not apply to restrict the development of dwelling units which will be offered for sale and which will not be rented; and

WHEREAS, the Project shall consist solely of for-sale dwelling units which shall be sold to household which are Low Income Households; and

WHEREAS, Section 34312.3 of the California Health and Safety Code provides, in part, that where a housing authority holds lands that are surplus to its needs, it may sell these to a nonprofit or other private developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income. Given the lack of a tax revenue stream following the dissolution of redevelopment agencies, the Site is surplus to the needs of the Housing Authority, and the proposal by the Developer will provide for single-family homes all of which will be available to Low Income Households; and

WHEREAS, the financial participation by the City under the Affordable Housing Agreement is in consideration of the particular uses required by the Affordable Housing Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the renovation, repair and operation of improvements for affordable rental housing; and

WHEREAS, a public meeting of the City Council and the Housing Authority on the proposed Affordable Housing Agreement was duly noticed; and

WHEREAS, the proposed Affordable Housing Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Affordable Housing Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the City Council has duly considered all of the terms and conditions of the proposed Affordable Housing Agreement and believes that the renovation and rehabilitation of the Site pursuant to the Affordable Housing Agreement 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 laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the former Redevelopment Agency's Low and Moderate Income Housing Fund, in the form of the Site (which was acquired solely with moneys from the former Redevelopment Agency's Low and Moderate Income Housing Fund), pursuant to the Affordable Housing Agreement will be of benefit to the Project Area for the reasons set forth above.

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Resolution No. 2013-31  
Date Adopted: May 14, 2013

Section 2. The City Council finds and determines that the Project (as described in the Affordable Housing Agreement) is not a “low rent housing project” within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Affordable Housing Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The City Council finds and determines, and accepts the finding to like effect as made by the Housing Authority, that the Site is surplus to the needs of the Housing Authority within the meaning of Section 34312.3 of the California Health and Safety Code, and that such Site may be sold to a developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income.

Section 4. The City Council finds and determines, based upon substantial evidence provided in the record before it, that the level of support provided under the Affordable Housing Agreement is reasonable and necessary.

Section 5. The City Council hereby finds and determines that the Affordable Housing Agreement will further the achievement of the goals of the Redevelopment Plan and the achievement of the objectives pertaining to the use of moneys from the former Redevelopment Agency’s Low and Moderate Income Housing Fund, as well as the goals and objectives of the Housing Authority, by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The City Council hereby approves the Affordable Housing Agreement in substantially the form presented to the City Council, subject to such revisions as may be made by the City Manager or his designee. The City Manager is hereby authorized to execute the Affordable Housing Agreement (including without limitation all attachments thereto) on behalf of the City. A copy of the Affordable Housing Agreement when executed by the City shall be placed on file in the office of the City Clerk.

Section 7. The City Manager (or his designee) is hereby authorized, on behalf of the City, to make revisions to the Affordable Housing Agreement which do not increase any amounts to be paid by the City or which materially or substantially increase the City’s obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Affordable Housing Agreement and to administer the City’s obligations, responsibilities and duties to be performed under the Affordable Housing Agreement and related documents.

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Resolution No. 2013-31  
Date Adopted: May 14, 2013

APPROVED AND ADOPTED this 14<sup>th</sup> day of May, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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Resolution No. 2013-31  
Date Adopted: May 14, 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. 2013-31 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

6  
Resolution No. 2013-31  
Date Adopted: May 14, 2013

## RESOLUTION NO. HA 2013-02

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND AMONG THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND HABITAT FOR HUMANITY, RIVERSIDE, INC.

WHEREAS, the Housing Authority of the City of Moreno Valley (“Authority”) is a housing authority duly established and operating as a local housing authority pursuant to the California Housing Authority Law, Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code (“Housing Authority Law”); and

WHEREAS, the City of Moreno Valley (“City”) previously established a redevelopment agency known as the Community Redevelopment Agency of the City of Moreno Valley (the “Redevelopment Agency”), which operated under the California Community Redevelopment Law, Chapter 1 of Part 1 of Title 24 of the California Health and Safety Code (the “Redevelopment Law”); and

WHEREAS, the Redevelopment Agency and all other redevelopment agencies in the State of California were dissolved pursuant to ABx1 26, as created by the California Legislature in 2011 (the “2011 Dissolution Enactment”). The dissolution of redevelopment agencies was further prescribed by AB 1484, Chapter 26 of Statutes of 2012 (“AB 1484” and, together with the 2011 Dissolution Enactment as amended by AB 1484, the “Redevelopment Dissolution Measure”); and

WHEREAS, under the Redevelopment Law, the Redevelopment Agency was required to and did devote certain revenues described at Section 33334.2 and 33334.3 of the California Health and Safety Code (“Housing Setaside Moneys”) to activities for the acquisition of property, improvement to property, rehabilitation of properties and preservation of properties which are housing resources benefitting and restored to use by and available to households of limited income. As part of the Redevelopment Agency’s activities using Housing Setaside Moneys, the Redevelopment Agency acquired that certain real property referred to herein as the “Site,” consisting of approximately 1.36 acres, generally located at 24265 Myers Avenue and more particularly described in the “Map” (as defined in the draft Affordable Housing Agreement by and among the City, the Authority and Habitat for Humanity, Riverside, Inc., submitted herewith; the “Affordable Housing Agreement”); and

WHEREAS, the Site, which consists of land acquired solely with Housing Setaside Moneys, was transferred to the Authority by notice of: (i) action by the City designating the Authority as the housing successor entity pursuant to Section 34176 of the Redevelopment Dissolution Measure, and (ii) action by each of the successor agency to the Redevelopment Agency (the “Successor Agency”) and the Oversight

Board to the Successor Agency as created pursuant to Section 34179.6 of the Redevelopment Dissolution Measure; and

WHEREAS, the Site remains subject to requirements that it be used for affordable housing purposes for households of limited income; and

WHEREAS, the City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program (“NSP”) enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes referred to as “HERA” and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub.L. 111-203, approved July 21, 2010, including regulations cited at 75 FR 64322) sometimes referred to as “NSP3”); and

WHEREAS, certain moneys made available to the City under NSP3 are required to be applied in a manner that benefits households of limited income. The City has determined that moneys made available to the City under NSP3 up to the “Maximum NSP3 amount” (as defined in Section 1.1 of the Affordable Housing Agreement) shall be used for the development of detached single-family houses to be sold to “Low Income Households” at a price which does not exceed “Affordable Housing Cost” (as such capitalized terms are defined in the Affordable Housing Agreement) all in accordance with the terms and conditions more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, the Developer has proposed to undertake the development of eight (8) single-family houses (each a “House” and collectively, the “Houses”) and together with the corresponding lot, each a “Homebuyer Property” (as further defined in the Affordable Housing Agreement) including use of self-help, “sweat equity” to be provided by prospective homebuyers, each of which shall be a households having an income of not in excess of eighty percent (80%) of area median income (each a “Low Income Household”); and

WHEREAS, the City agrees to loan moneys made available to the City under NSP3 up to the Maximum NSP3 Amount as more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, in connection with each sale of a Homebuyer Property, there will be two loans administered by the City, a Homebuyer Senior Loan and a Homebuyer Junior Loan, as further described in the Homebuyer Loan Agreement; and

WHEREAS, the Authority’s conveyance of the Site to the Developer and the Developer’s construction and sale of the Houses on the Site, and the loan of NSP3 Moneys by the City to the Developer and subsequently to qualified Low Income homebuyers pursuant to the terms of this Agreement are in the vital and best interest of the Authority and the City and the health, safety and welfare of residents of the City.

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Resolution No. HA 2013-  
Date Adopted: May 14, 2013

WHEREAS, Article XXXIV of the State Constitution limits the authority of a city to approve a low rent housing project, but does not apply to restrict the development of dwelling units which will be offered for sale and which will not be rented; and

WHEREAS, the Project shall consist solely of for-sale dwelling units to be sold to households which are Low Income Households; and

WHEREAS, Section 34312.3 of the California Health and Safety Code provides, in part, that where a housing authority holds lands that are surplus to its needs, it may sell these to a nonprofit or other private developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income. Given the lack of a tax revenue stream following the dissolution of redevelopment agencies, the Site is surplus to the needs of the Housing Authority, and the proposal by the Developer will provide for single-family homes all of which will be available to Low Income Households; and

WHEREAS, the financial participation by the City under the Affordable Housing Agreement is in consideration of the particular uses required by the Affordable Housing Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the renovation, repair and operation of improvements for affordable rental housing; and

WHEREAS, a public meeting of the City Council and the Housing Authority on the proposed Affordable Housing Agreement was duly noticed; and

WHEREAS, the proposed Affordable Housing Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Affordable Housing Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Housing Authority has duly considered all of the terms and conditions of the proposed Affordable Housing Agreement and believes that the renovation and rehabilitation of the Site pursuant to the Affordable Housing Agreement is in the best interests of the Housing Authority as well as 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 laws and requirements.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Housing Authority hereby finds that the use of funds from the former Redevelopment Agency's Low and Moderate Income Housing Fund, in the form of the Site (which was acquired solely with moneys from the former Redevelopment Agency's Low and Moderate Income Housing Fund), pursuant to the Affordable Housing Agreement will be of benefit to the Project Area for the reasons set forth above.

3

Resolution No. HA 2013-  
Date Adopted: May 14, 2013

Section 2. The Housing Authority finds and determines that the Project (as described in the Affordable Housing Agreement) is not a “low rent housing project” within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Affordable Housing Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Housing Authority further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Housing Authority finds and determines that the Site is surplus to its needs within the meaning of Section 34312.3 of the California Health and Safety Code, and that such Site may be sold to a developer for development of single-family homes where the development will provide for home ownership for persons and families of low or moderate income.

Section 4. The Housing Authority finds and determines, based upon substantial evidence provided in the record before it, that the level of support provided under the Affordable Housing Agreement is reasonable and necessary.

Section 5. The Housing Authority hereby finds and determines that the Affordable Housing Agreement will further the achievement of the goals of the Redevelopment Plan and the achievement of the objectives pertaining to the use of moneys from the former Redevelopment Agency’s Low and Moderate Income Housing Fund, as well as the goals and objectives of the Housing Authority, by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Housing Authority hereby approves the Affordable Housing Agreement in substantially the form presented to the Housing Authority, subject to such revisions as may be made by the Executive Director of the Housing Authority or his designee. The Executive Director of the Housing Authority is hereby authorized to execute the Affordable Housing Agreement (including without limitation all attachments thereto) on behalf of the Housing Authority. A copy of the Affordable Housing Agreement when executed by the Housing Authority shall be placed on file in the office of the Secretary of the Housing Authority.

Section 7. The Executive Director of the Housing Authority (or his designee) is hereby authorized, on behalf of the Housing Authority, to make revisions to the Affordable Housing Agreement which do not require any amounts to be paid by the Housing Authority or which materially or substantially increase the Housing Authority’s obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Affordable Housing Agreement



and to administer the Housing Authority's obligations, responsibilities and duties to be performed under the Affordable Housing Agreement and related documents.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

APPROVED AND ADOPTED this 14<sup>th</sup> day of May, 2013.

---

Mayor of the City of Moreno Valley,  
Acting in the capacity of Chairman of the  
Moreno Valley Housing Authority

ATTEST:

---

City Clerk, acting in the capacity of  
Secretary of the Moreno Valley  
Housing Authority

APPROVED AS TO FORM:

---

City Attorney, acting in the capacity  
of General Counsel of the Moreno  
Valley Housing Authority

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Resolution No. HA 2013-  
Date Adopted: May 14, 2013

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2013-02 was duly and regularly adopted by the Agency Members of the Housing Authority of the City of Moreno Valley at a regular meeting thereof held on the 14<sup>th</sup> day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

---

SECRETARY

(SEAL)

6  
Resolution No. HA 2013-  
Date Adopted: May 14, 2013

**AFFORDABLE HOUSING AGREEMENT**

**by and among**

**CITY OF MORENO VALLEY**

**and**

**HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**

**and**

**HABITAT FOR HUMANITY, RIVERSIDE, INC.**

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## AFFORDABLE HOUSING AGREEMENT

**THIS AFFORDABLE HOUSING AGREEMENT** (the "Agreement"), dated, for identification purposes only, as of May 1, 2013, is entered into by and among the **CITY OF MORENO VALLEY**, a municipal corporation ("City"), **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic ("Authority"), and **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation (the "Developer").

### RECITALS

A. Authority is a housing authority duly established and operating as a local housing authority pursuant to the California Housing Authority Law, Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code ("Housing Authority Law").

B. The City previously established a redevelopment agency known as the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency"), which operated under the California Community Redevelopment Law, Chapter 1 of Part 1 of Title 24 of the California Health and Safety Code (the "Redevelopment Law").

C. The Redevelopment Agency and all other redevelopment agencies in the State of California were dissolved pursuant to ABx1 26, as created by the California Legislature in 2011 (the "2011 Dissolution Enactment"). The dissolution of redevelopment agencies was further prescribed by AB 1484, Chapter 26 of Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Enactment as amended by AB 1484, the "Redevelopment Dissolution Measure").

D. Under the Redevelopment Law, the Redevelopment Agency was required to and did devote certain revenues described at Section 33334.2 and 33334.3 of the California Health and Safety Code ("Housing Setaside Moneys") to activities for the acquisition of property, improvement to property, rehabilitation of properties and preservation of properties which are housing resources benefitting and restored to use by and available to households of limited income. As part of the Redevelopment Agency's activities using Housing Setaside Moneys, the Redevelopment Agency acquired that certain real property referred to herein as the "Site," consisting of approximately 1.36 acres, generally located at 24265 Myers Avenue and more particularly described in the "Map" (as defined in Section 1.1).

E. The Site which consists of land acquired solely with Housing Setaside Moneys, was transferred to the Authority by notice of: (i) action by the City designating the Authority as the housing successor entity pursuant to Section 34176 of the Redevelopment Dissolution Measure, and (ii) action by each of the successor agency to the Redevelopment Agency (the "Successor Agency") and the Oversight Board to the Successor Agency as created pursuant to Section 34179.6 of the Redevelopment Dissolution Measure.

F. The Site remains subject to requirements that it be used for affordable housing purposes for households of limited income.

G. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program ("NSP") enacted by the United States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008, sometimes



referred to as “HERA” and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub.L. 111-203, approved July 21, 2010, including regulations cited at 75 FR 64322) sometimes referred to as “NSP3”).

H. Certain moneys made available to the City under NSP and NSP3, respectively, are required to be applied in a manner that benefits households of limited income. The City has determined that moneys made available to the City under NSP3 up to the “Maximum Combined NSP Amount” (as defined in Section 1.1 below) shall be used for the development of detached single-family houses to be sold to “Low Income Households” at a price which does not exceed “Affordable Housing Cost” (as such capitalized terms are defined in Section 1.1 below) all in accordance with the terms and conditions more particularly set forth in this Agreement.

I. The Developer has proposed to undertake the development of eight (8) single-family houses (each a “House” and collectively, the “Houses”) and together with the corresponding lot, each a “Homebuyer Property” (as defined in Section 1.1) including use of self-help, “sweat equity” to be provided by prospective homebuyers, each of which shall be a Low Income Household.

J. The City agrees to loan moneys made available to the City under NSP up to the “Maximum NSP Amount” (as defined below) and funds from NSP3 up to the “Maximum NSP3 Amount”, all as more particularly set forth in this Agreement.

K. In connection with each sale of a Homebuyer Property, there will be two loans administered by the City, a Homebuyer Senior Loan and a Homebuyer Junior Loan, as further described in the Homebuyer Loan Agreement.

L. The Authority’s conveyance of the Site to the Developer and the Developer’s construction and sale of the Houses on the Site, and the loan of NSP3 Moneys by the City to the Developer and subsequently to qualified Low Income homebuyers pursuant to the terms of this Agreement are in the vital and best interest of the Authority and the City and the health, safety and welfare of residents of the City.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

**1.1 Defined Terms.** As used in this Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

“**Affordability Period**” means a period of forty-five (45) years as more particularly set forth in the City Developer CC&Rs.

“**Affordable Housing Cost**” means that purchase price which would result in a monthly housing cost which does not exceed the product of thirty percent (30%) times seventy percent (70%) of Riverside County median income adjusted for family size appropriate for the House; provided that if a particular household’s income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

“**Authority**” means the Housing Authority of the City of Moreno Valley, a public body, corporate and politic.

**“Authority Conveyance”** means the conveyance by which the Developer acquires title to the Site from the Authority.

**“Authority Deed”** means a grant deed in the form of Attachment No. 12 to this Agreement.

**“Building Permit”** means the building permit(s) issued by the City and required for the Improvements.

**“Calculation of Affordable Housing Cost”** means Attachment No. 11, which is attached hereto and incorporated herein by reference.

**“Certificate of Completion of Construction”** means Attachment No. 10.

**“City”** means the City of Moreno Valley, California.

**“City Construction Amount”** means that amount, up to the Maximum Combined NSP Amount, which the City will loan for construction subject to the terms and conditions of this Agreement.

**“City Developer CC&Rs”** or **“CC&Rs”** means Attachment No. 7 to this Agreement.

**“City Developer Deed of Trust”** means a deed of trust in the form of Attachment No. 5.

**“City Developer Escrow”** is described in Section 2.2.

**“City Developer Land Amount”** or **“Developer Purchase Price”** means the sum of Five Hundred Thousand Dollars (\$500,000.00).

**“City Developer Loan”** has the meaning set forth in Section 2.1.1.

**“City Developer Loan Amount”** means the sum of the City Construction Amount and the City Loan Amount.

**“City Developer Note”** means a promissory note in the form of Attachment No. 4. The original principal amount for the City Developer Note shall be equal to the sum of the Maximum Combined NSP Amount and the City Land Amount, but shall be subject to adjustment to the extent the moneys ultimately disbursed by the City as the City Construction Amount are less than the Maximum Combined NSP Amount.

**“City Developer Title Policy”** means a lender’s policy of title insurance issued by the Title Company in connection with the City Developer Loan, respectively, which: (i) is based upon the principal amount of the City Developer Loan, respectively; and (ii) insures the City Developer Deed of Trust as a lien in conformity with the Designated City Developer Lien Priorities.

**“City Manager”** means the city manager of the City or his designee.

**“Code”** means the California Health and Safety Code.

**“Condition of Title”** is defined in Section 2.3 hereof.

**“Conditions Precedent”** are set forth in Section 3.1.

**“Conditions to Sale to Program Participant”** means those matters set forth in Section 6.4.

**“County”** means the County of Riverside, California.

**“Date of Agreement”** means May 1, 2013.

**“Designated City Developer Lien Priorities”** is defined in Section 2.1.1.

**“Designated City Homebuyer Lien Priorities”** is defined in Section 2.7.6.

**“Developer,”** as defined in the first paragraph hereof, means Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation.

**“Equity Share Amount(s)”** is defined in Section 1(c) of the Homebuyer Loan Agreement.

**“Escrow Holder”** means TICOR Title Company of California or another escrow holder designated by the City.

**“Event of Default”** has the meaning set forth in Section 7.1.

**“Executive Director”** means the Executive Director of the City or his designee or delegate.

**“FIRPTA”** means the Foreign Investment in Real Property Transfer Act.

**“General Contractor”** means the general contractor to be hired by Developer to engage and supervise the subcontractors in the performance and completion of the construction of the Improvements. The General Contractor shall be reasonably acceptable to and approved by the City Manager, in his reasonable discretion; provided, the Developer is hereby pre-approved to act as the General Contractor for the development of the Improvements. The parties acknowledge that the General Contractor will not be performing actual construction work for any portion of the Development, but instead shall hire Subcontractors (after competitive bidding) who shall be reasonably approved by the City Manager.

**“Governmental Fees”** means fees charged by governmental agencies exercising regulatory authority over the Improvements.

**“Governmental Requirements”** means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the Authority, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, City or instrumentality exercising jurisdiction over the City, the Developer or the Site.

**“Habitat Homebuyer Deed”** means a deed substantially in the form of Exhibit “K” to the Homebuyer Loan Agreement.

**“Habitat Homebuyer Loan”** means a loan by the Developer to an Initial Homebuyer in the principal amount of One Hundred Twenty Thousand Dollars (\$120,000.00) with an interest rate of zero percent; provided that a different principal amount may be authorized by the Executive Director

following determination by Authority staff that the price at which the corresponding unit is sold to a Program Participant does not exceed Affordable Housing Cost.

**“Habitat Homebuyer Note”** means a promissory note to secure the Habitat Homebuyer Loan.

**“Hazardous Materials”** means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), (xi) Methyl-tert Butyl Ether or (xii) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

**“Homebuyer Acknowledgment of Covenants”** means an acknowledgment and agreement in the form of Exhibit H to the Homebuyer Loan Agreement.

**“Homebuyer Escrow Holder”** means TICOR Title Company of California or another escrow holder designated by the City.

**“Homebuyer Junior Deed of Trust”** means a deed of trust substantially in the form of Exhibit “J” to the Homebuyer Loan Agreement to be executed by each Program Participant and recorded as a second deed of trust against the corresponding Homebuyer Property.

**“Homebuyer Junior Loan”** means a subordinate loan to each Initial Purchaser as more fully described in the Homebuyer Loan Agreement.

**“Homebuyer Junior Note”** means a promissory note evidencing the corresponding Homebuyer Junior Loan as more fully described in the Homebuyer Loan Agreement.

**“Homebuyer Loan Agreement”** means an agreement in the form of Attachment No. 6.

**“Homebuyer Price”** means that amount determined by the City to represent the purchase price for a Homebuyer Property to be paid by the corresponding purchaser. Upon conferring with the Developer, the Homebuyer Price shall not, in any case, exceed Affordable Housing Cost for a Low Income Household as determined by the City.

**“Homebuyer Property”** means a lot corresponding to each House as designated by the Parcel Map.

**“Homebuyer Purchase and Sale Agreement”** has the meaning set forth in Section 6.1.

**“Homebuyer Purchase Escrow”** has the meaning set forth in Section 2.7.

**“Homebuyer Senior Deed of Trust”** means a deed of trust substantially in the form of Exhibit C to the Homebuyer Loan Agreement to be executed by each Program Participant and recorded as a first deed of trust against the corresponding Homebuyer Property.

**“Homebuyer Senior Loan”** means a senior loan to each Initial Purchaser as more fully described in the Homebuyer Loan Agreement.

**“Homebuyer Senior Note”** means a promissory note substantially in the form of Exhibit “I” to the Homebuyer Loan Agreement to be executed by each Program Participant and deliver to the City in connection with each sale of a Homebuyer Property.

**“House”** means each single family detached house to be constructed by the Developer upon the Site, all as more particularly described in Section 3.1 hereof and in the Scope of Development.

**“Housing Authority Law”** is defined in Recital A hereof.

**“Improvements”** means all of the improvements described in the Scope of Development.

**“Initial Homebuyer”** means each initial purchaser of a Homebuyer Property from the Developer.

**“Legal Description of the Site”** means Attachment No. 1.

**“Lender’s Title Policies (Homebuyer)”** is defined in Section 2.4.2.

**“Lender’s Title Policy (Developer)”** is defined in Section 2.4.1.

**“Low Income Households”** means households having an income of between 50% and 80% of Median Income for the Area, as more particularly described in Health & Safety Code Section 50079.5.

**“Map”** means Attachment No. 1.

**“Maximum Combined NSP Amount”** means the sum of the Maximum NSP Amount and the Maximum NSP3 Amount, namely Two Million One Hundred Twenty-Seven Thousand Dollars (\$2,127,000).

**“Maximum NSP Amount”** means moneys equal to Eight Hundred Twenty-Seven Thousand Dollars (\$817,000.00) available to the City from NSP.

**“Maximum NSP3 Amount”** means moneys equal to One Million Three Hundred Thousand Dollars (\$1,300,000.00) available to the City from NSP3.

**“Median Income for the Area”** means the median income for the County as determined by the City under Health and Safety Code Section 50052.5 and applicable regulations, if any, of the State of California.

**“NSP”** is defined in Recital G hereof.

**“NSP3”** is defined in Recital G hereof.

**“Notice of Affordability Restrictions”** means Exhibit “E” to the Homebuyer Loan Agreement.

**“Owner’s Title Policy (Developer)”** is defined in Section 2.4.1.

**“Owner’s Title Policy (Homebuyer)”** is defined in Section 2.4.2.

**“Parcel Map”** means a parcel map to be prepared by Developer in accordance with the City’s customary standards and procedures under which the Site is divided into eight (8) lots.

**“Program Participant”** means a household which is mutually approved by Developer and City for purchase of a Homebuyer Property, applying criteria including: (i) the household is a Low Income Household as confirmed by the Executive Director; (ii) the household has executed and deposited into escrow for delivery to City upon closing of the Homebuyer Loan Agreement, the Homebuyer Senior Note, the Homebuyer Junior Note, the Homebuyer Junior Deed of Trust and the Homebuyer Senior Deed of Trust (with that deed of trust to be recorded as provided in the Homebuyer Loan Agreement); (iii) the household has not held an ownership interest in a residence for at least three (3) years preceding the purchase of the corresponding Homebuyer Property; and (iv) the purchase price to the homebuyer, as confirmed by the City, does not exceed Affording Housing Cost.

**“Program Participant Documents”** means, the Homebuyer Loan Agreement, the Homebuyer Senior Deed of Trust, the Homebuyer Senior Note, the Homebuyer Junior Deed of Trust, the Homebuyer Junior Note, the Homebuyer Senior Note and the City Developer CC&Rs.

**“Project Documents”** means, collectively, this Agreement, the City Developer CC&Rs, the City Developer Note, the City Developer Deed of Trust, the Homebuyer Senior Note, the Homebuyer Junior Note, the Homebuyer Junior Deed of Trust and the Homebuyer Senior Deed of Trust.

**“Proposed Transferee’s Application”** means a form of application to be prepared by Developer and reviewed by City which will include all information necessary for the verification of eligibility of a household to purchase the corresponding Homebuyer Property.

**“Redevelopment Agency”** means the former Community Redevelopment Agency of the City of Moreno Valley.

**“Redevelopment Plan”** means the Redevelopment Plan for the Moreno Valley Redevelopment Project, adopted by ordinance of the City Council of the City of Moreno Valley, as amended.

**“Redevelopment Project”** means the Moreno Valley Redevelopment Project, as described in the Redevelopment Plan.

**“Redevelopment Project Area”** means that area designated as the project area in the Redevelopment Plan.

**“Request for Notice of Default”** means Attachment No. 8.

**“Rules and Regulations”** means each of: (i) Health and Safety Code Sections 50052.5, 50053 and 50105; (ii) the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*); (iii) Community Development Block Grant (CDBG) program as authorized under the Housing and Community Development Act of 1974, 42 U.S.C. 5301 *et seq.* (“HCD Act”) and the regulations promulgated thereunder at 24 C.F.R. 570; (iv) The Housing and Economic Recovery Act of 2008 (Public Law 110-289) (“HERA”); (v) The American Reinvestment and Recovery Act of 2009 (Public Law 111-005) (the “Recovery Act”); (vi) Notice of Fund Availability (NOFA) for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act, 2009 [Docket No. FR-5321-N-01] (the “NSP2 NOFA”); (vii) the Community Development Block Grant (CDBG) program as authorized under the Public Housing and Community Development Act of 1974, 42 U.S.C. 5301 *et seq.* (“HCD Act”) as amplified by regulations set forth at 24 C.F.R. 570; (viii) the Housing and Economic Recovery Act of 2008 (Public Law 110-289) (“HERA”); (ix) the American Reinvestment and Recovery Act of 2009 (Public Law 111-005) (the “Recovery Act”); (x) the Notice of Fund Availability (NOFA) for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act, 2009 [Docket No. FR 5321-N-01] (the “NSP2 NOFA”); (xi) the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 C.F.R. Part 58; (xii) the City’s Final Neighborhood Stabilization Program as amended by Substantial Amendment to the City of Moreno Valley’s 2008-2009 Annual Action Plan, as adopted November 25, 2008; (xiii) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203, approved July 21, 2010), including regulations cited at 75 FR 64322 (“NSP3”); (xiv) the Notice of Funding Availability (NOFA) for NSP3 (the “NSP3 NOFA”), and (xv) to the extent applicable, including a Section 3 Clause in each construction contract.

**“Schedule of Performance”** means Attachment No. 3.

**“Scope of Development”** means Attachment No. 9.

**“Section 3”** shall mean and refer to Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, as amended. City has prepared a Section 3 “checklist” and other forms related to Section 3 compliance; and as provided by City to Participant, its General Contractor, Subcontractors, or other contractor(s) or subcontractor(s), as applicable, such forms shall be utilized in all contracts and subcontracts to which Section 3 applies.

**“Section 3 Clause”** shall mean the language, set forth below, which is required to be included in each and every Construction Contract entered into by Participant, the General Contractor, each Subcontractor and/or any other contractor(s) or subcontractor(s), as applicable, for the development or rehabilitation of the Development. For purposes of this Section 3 Clause and compliance therewith, whenever the word “contractor” is used it shall mean and include, as applicable, Participant, General Contractor, any and all Subcontractors, and any other contractor(s) and subcontractor(s) performing work on the Project.

Participant hereby acknowledges and agrees to take all responsibility for compliance with all Section 3 Clause federal requirements and further acknowledges and agrees that compliance with all Section 3 Clause requirements by Participant, the General Contractor, all Subcontractors, and/or

other contractor(s), subcontractor(s), and other agents, is the primary obligation of Participant. Participant shall provide or cause to be provided to its General Contractor and each Subcontractor, and each of its other contractor(s), subcontractor(s) and agents, a checklist for compliance with the Section 3 Clause federal requirements, to obtain from the General Contractor, each Subcontractor, and other contractor(s), subcontractor(s), and agents, all applicable items, documents, and other evidence of compliance with the items, actions, and other provisions within the checklist, and to submit all such completed Section 3 Clause documentation and proof of compliance to the City Manager.

The particular text to be utilized in any and all contracts of the General Contractor or any Subcontractor doing work covered by Section 3 shall be in substantially the form of the following Section 3 Clause, as reasonably determined by City, or as directed by HUD or its representative, and shall be executed by the applicable contractor under penalty of perjury:

“(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons (inclusive of Very Low and Low Income Persons, Very Low and Low Income Households, and Very Low and Low Income Tenants served by the Project), particularly persons who are recipients of HUD assistance for housing.

“(ii) The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

“(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of notices in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

“(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

“(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (a) after the contractor is selected but before the contract is executed, and (b) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require



employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

“(vi) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

“(vii) With respect to work performed in connection with Section 3 covered Indian Housing assistance, section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (a) preference and opportunities for training and employment shall be given to Indians, and (b) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).”

**After the foregoing Section 3 Clause, Participant shall add the signature block of the General Contractor, Subcontractor, or other contractor(s) and subcontractor(s), as applicable, and shall add the following text immediately above the signature block: “The contractor/provider by this his signature affixed hereto declares under penalty of perjury that contractor has read the requirements of this Section 3 Clause and accepts all its requirements contained therein for all of his operations related to this contract.”**

“Site” means that property so designated in the Legal Description of the Site and the Map. [to be area equal to 8/10 of property Redevelopment Agency had earlier acquired; provided that if the Developer develops more Houses, the Site will be adjusted to reflect 9/10 of the property or all of the property the Redevelopment Agency had earlier acquired. The Developer shall be responsible for all costs associated with preparation of maps and processing of maps to effect such adjustment].

“Subcontractor” and “Subcontractors” shall mean, individually and collectively, one or more subcontractors hired by Developer's General Contractor for the Improvements to perform and complete, or to engage and supervise others to perform and complete, the construction of the Improvements. Each of the Subcontractors shall be selected after competitive bidding, and City shall have every reasonable right and opportunity to observe and review all material stages of such competitive bidding process, including a right to review the invitation to bidders, each bid package, each responsive bid form, each submitted bid package and the right to be present when each bid is opened by Developer and/or the General Contractor. Developer shall submit to City information regarding the entity serving as the Subcontractor for any portion of the construction of the Improvements, including compliance with plans approved by City and the obtaining by Developer of all required licenses, certifications, insurance, etc., as reasonably requested by the City Manager.

“Sweat Equity Amount” shall be deemed to be equal to [Thirty Thousand Dollars (\$30,000.00) per House].

“Title Company” shall be TICOR Title Company of California or another title insurer designated by City.

“**Very Low Income Households**” means households earning not greater than fifty percent (50%) of Median Income for the Area as set forth in Health and Safety Code Section 50105.

**1.2 Singular and Plural Terms.** Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

**1.3 References and Other Terms.** Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term “document” is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms “including” and “include” mean “including (include) without limitation.”

**1.4 Exhibits Incorporated.** All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

## **2. DISPOSITION OF THE SITE**

**2.1 Sale of the Site.** As of the Date of Agreement, the Authority holds fee title to the Site.

The Developer warrants and represents that it has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to this Agreement. The Developer has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to this Agreement.

The City shall provide to the Developer a preliminary title report by the Title Company within fifteen (15) days after the Date of this Agreement.

The purchase price for the sale of the Site by the Authority to the Developer, subject to all of the terms and conditions of this Agreement, shall be Five Hundred Thousand Dollars (\$500,000.00) (the “Developer Purchase Price”). The City further agrees that, at Closing, the Developer may defer payment in cash of the Developer Purchase Price, provided that the Developer executes and provides to the Escrow Holder for delivery to the City all of the following for the Site, with all documents duly executed and the City Developer Deed of Trust in recordable form: (i) the City Developer Deed of Trust; and (ii) the City Developer Note; subject to the delivery of such instruments at closing, the payment of the Developer Purchase Price will be handled outside of escrow and is a matter with which Escrow Holder need not be concerned.

**2.1.1 City Developer Loan.** The Authority and the City have entered into an agreement or will enter into an agreement under which the Authority assigns its rights to receive the Developer Purchase Price to the City. Subject to the prior satisfaction of the Conditions Precedent, the City agrees to defer receipt of the Developer Purchase Price. In addition, the City will loan

additional moneys as the City Construction Amount to the Developer as more particularly reflected in the City Developer Note (which loan is referred to as the "City Developer Loan"). In connection with escrow, the recording of documents shall be accomplished in the order specified in Section 2.2.6(a) of this Agreement. The lien priorities, as so specified, constitute the "Designated City Developer Lien Priorities."

**2.2 Escrow.** The parties shall open an escrow (the "City Escrow") with the Escrow Holder, by the time established therefor in the Schedule of Performance for the Authority Conveyance, and the recordation and delivery of documents described in Section 2.1. The Authority, City and the Developer agree to execute such escrow instructions as may be reasonably required to implement this Section 2.2. The obligation of the Authority to deliver the Authority Deed to escrow or to proceed with the Authority Conveyance and the obligation of the City to make the City Developer Loan is contingent upon the satisfaction of the "Conditions Precedent" as set forth in Section 3.1 of this Agreement.

**2.2.1 Costs of Escrow.** The City and the Developer shall pay their respective portions of the premium for the Title Policy for the Authority Conveyance as set forth in Section 2.4 hereof, the City shall pay for the documentary transfer taxes, if any, due with respect to the Authority Conveyance; and the Developer and City each agree to pay one-half of all other usual fees, charges, and costs which arise from the City Escrow.

**2.2.2 Escrow Instructions.** This Section 2.2, including all subparts thereof, constitutes the joint escrow instructions of the Developer, the Authority and the City in connection with the conveyance of the Site by the Authority to the Developer, and the Escrow Holder to whom these instructions are delivered is hereby empowered to act under this Agreement. Insurance policies for fire or casualty are not to be transferred, and the City will cancel its own policies after the Authority Conveyance. All funds received in the City Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

If in the opinion of a party hereto it is necessary or convenient in order to accomplish the Authority Conveyance, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Authority Conveyance shall take place when the Conditions Precedent have been satisfied. Escrow Holder is instructed to release City's escrow closing and the Developer's escrow closing statements to the respective parties.

**2.2.3 Authority of Escrow Holder.** Escrow Holder is authorized to, and shall:

(a) Pay and charge the Developer and City for their respective shares of the premium of the Owner's Title Policy and the Lender's Title Policy as set forth in Section 2.4.1 and any amount necessary to place title in the condition necessary to satisfy Section 2.3 of this Agreement.

(b) Pay and charge the Developer and City for their respective shares of any escrow fees, charges, and costs payable under Section 2.2.1 of this Agreement.

(c) Pay and charge the Developer for any endorsements to the Owner's Title Policy (Developer) which are requested by the Developer. The cost of premiums for the Lender's Title Policy (Developer) shall be borne by the City.

(d) Disburse funds, deliver and record the Authority Deed, the City Developer CC&Rs, the City Developer Deed of Trust, and deliver to the City the City Developer Note, the City Developer Deed of Trust and the City Developer CC&Rs when the Conditions Precedent have been fulfilled or waived by the City and the Authority.

(e) Do such other actions as necessary to fulfill its obligations under this Agreement.

(f) Within the discretion of Escrow Holder, direct the Authority, the City and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. The Authority agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Holder, on the form to be supplied by Escrow Holder.

(g) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

**2.2.4 Closing.** The Authority Conveyance and delivery of documents related shall close ("Closing") within thirty (30) days of the parties' satisfaction of all of Conditions Precedent, but in no event later than the last day established therefor in the Schedule of Performance. The "Closing" shall mean the time and day the Grant Deed is filed for record with the Riverside County Recorder. The "Closing Date" shall mean the day on which the Closing occurs.

**2.2.5 Termination of City Developer Escrow.** If the City Developer Escrow is not in condition to close by the time established therefor in the Schedule of Performance, then any party to this Agreement which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate the City Developer Escrow. If a party to this Agreement makes a written demand for return of documents or properties, the City Developer Escrow shall not terminate until five (5) days after Escrow Holder shall have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Holder is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. The Developer, however, shall have the sole option to withdraw any money deposited by it with respect to the Closing less the Developer's share of costs of Escrow. Termination of this Agreement shall be without prejudice as to whatever legal rights any party to this Agreement may have against the other parties arising from this Agreement. If no demands are made, the Escrow Holder shall proceed with the Closing as soon as possible.

**2.2.6 Closing Procedure.** Escrow Holder shall close Escrow for the Site as follows:

(a) Record first the Authority Deed, then the City Developer CC&Rs and then the City Developer Deed of Trust with instructions for the Recorder of Riverside County, California to deliver the Authority Deed to the Developer, and the City Developer CC&Rs and the City Developer Deed of Trust to the City;

(b) Instruct the Title Company to deliver the Owner's Title Policy (Developer) to the Developer, with a copy to the City, and the "Lender's Title Policy (Developer)" (as described in Section 2.4.1 hereof) to the City;

(c) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(d) Deliver the FIRPTA Certificate, if any, to the City;

(e) Disburse the Purchase Price to City (as assignee of the Authority and as originator of the City Developer Loan), in the form of: (i) cash or (ii) the City Developer Note; and

(f) Forward to both the Developer and the City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

**2.3 Review of Title.** The City shall cause the Title Company to deliver to the Developer a standard preliminary title report (the "Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report, within fifteen (15) days from the date of this Agreement. The Developer shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that the Developer hereby approves the following Exceptions:

(a) The Redevelopment Plan.

(b) The lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow).

(c) The provisions of the Authority Deed, the City Developer CC&Rs, the City Developer Deed of Trust.

(d) Any incidental easements or other matters affecting title which do not materially impact the Developer's use of the Site as described in the Scope of Development.

The Developer shall have thirty (30) days from the date of its receipt of the Report to give written notice to City and Escrow Holder of the Developer's approval or disapproval of any of such Exceptions. The Developer's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report. If the Developer notifies City of its disapproval of any Exceptions in the Report, the City shall have ten (10) days from the receipt of written notice of disapproval by the Developer to determine whether or not it will undertake the removal of any

disapproved Exceptions. If the City elects to remove such Exceptions, it shall diligently proceed to effect the removal of such Exceptions. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, the Developer shall have ten (10) business days after the expiration of such ten (10) business day period to either give the City written notice that the Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the City written notice that the Developer elects to terminate this Agreement. The Exceptions to title approved by the Developer as provided herein shall hereinafter be referred to as the "Condition of Title." The Developer shall have the right to approve or disapprove any additional and previously unreported Exceptions reported by the Title Company after the Developer has approved the Condition of Title for the Site (which are not created by the Developer).

**2.4 Title Insurance, Disposition to Developer.** Concurrently with recordation of the Authority Deed conveying title to the Site, there shall be issued to the Developer a CLTA owner's policy of title insurance ("Owner's Title Policy (Developer)"), together with such endorsements as are reasonably requested by the Developer, issued by the Title Company insuring that the title to the Site is vested in the Developer in the condition required by Section 2.3 of this Agreement. The Title Company shall provide the City with a copy of the Owner's Title Policy. The Owner's Title Policy shall be based upon the Purchase Price. The City shall pay that portion of the premium for the Owner's Title Policy equal to the cost of a CLTA standard coverage title policy in the amount based upon the Purchase Price. Any additional costs, including the cost of an ALTA policy or any endorsements requested by the Developer, shall be borne by the Developer.

The Title Company shall additionally provide to the City ALTA lender's policy of title insurance for the City Developer Deed of Trust, based upon the face amounts of the City Developer Note in conformity with the Designated City Developer Lien Priorities, and subject only to encumbrances, if any, approved in writing by the City Manager ("Lender's Title Policy (Developer)").

**2.5 Repayment.** The entire balance due under the City Developer Note shall be paid to the City, or otherwise satisfied as provided below, upon the first to occur of: (i) the sale or other conveyance of the Site or portion thereof contrary to this Agreement; (ii) the uncured default of Developer under this Agreement, the City Developer Note or the City Developer Deed of Trust; (iii) twenty-four (24) months after the Date of Agreement; (iv) the sale or other conveyance of the Site or portion thereof except to the extent each Homebuyer Property is conveyed to Initial Homebuyers in conformity with Sections 6.1 to 6.4 hereof; or (v) the uncured default of Developer under this Agreement, the City Developer Note or the City Developer Deed of Trust. Notwithstanding the foregoing portion of this Section 2.5, in the event no defaults have occurred, the City shall provide to the Escrow Holder its release and reconveyance from the City Developer Deed of Trust in connection with the sale of the Site by the Developer to the Initial Homebuyer at Affordable Housing Cost accomplished in strict conformity with Section 6.1 hereof.

**2.6 Assumption.** The City Developer Note shall not be assignable or assumable by successors and assigns of Developer without the prior written consent of the City, which consent may be withheld in the City's sole and complete discretion.

**2.7 Escrow.** Upon Developer having received City approval of an Initial Homebuyer (or another Program Participant), the Developer shall open an escrow as to the corresponding Homebuyer Property (the "Homebuyer Escrow") with the Escrow Holder. The City and the Developer agree to execute such escrow instructions as may be reasonably required to implement this

Section 2.7. The process set forth in this Section 2.7 as well as Sections 2.8 and 2.9, will be repeated as to each purchaser of a Homebuyer Property (or any portion of the Site).

**2.7.1 Costs of Escrow.** The Developer shall pay, or shall arrange for Developer and the purchaser to pay, their respective portions of the premium for the title policies as set forth in Section 2.7 hereof, the Developer shall pay for the documentary transfer taxes, if any, and the Developer shall pay, or shall arrange for the Developer and the purchaser to each pay one-half of all other usual fees, charges, and costs which arise from the corresponding Homebuyer Escrow. No costs shall be borne by City or Authority.

**2.7.2 Escrow Instructions.** This Section 2.7, including all subparts hereof, constitutes the escrow instructions of the Developer, the City and, once executed, the purchaser (which shall be an Initial Purchaser in each case), and the Escrow Holder to whom these instructions are delivered is hereby empowered to act under this Section 2.7. Insurance policies for fire or casualty are not to be transferred. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

The Developer, the purchaser or the City may submit supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The conveyance shall take place when the Conditions to Sale to Program Participants have been satisfied as to each corresponding Program Participant, as confirmed by the City. Escrow Holder is instructed to release escrow closing statements to the Developer, the purchaser, the Authority and the City.

**2.7.3 Authority of Escrow Holder.** Escrow Holder is authorized to, and shall:

(a) Pay and charge the Developer and, if applicable, the purchaser for their respective shares of the premium of the Owner's Title Policy (Program Participant) and the Lender's Title Policies (Homebuyer) as set forth in Section 2.4.2 and any amount necessary to place title in the condition necessary to satisfy the Transfer Condition of Title as described in Section 2.8 of this Agreement.

(b) Pay and charge the Developer and City for their respective shares of any escrow fees, charges, and costs payable under Section 2.7.1 of this Agreement.

(c) Pay and charge the Developer for any endorsements to the Owner's Title Policy (Developer) which are requested by the Developer. The cost of premiums for the Lender's Title Policies (Developer) shall be borne by the City.

(d) Disburse funds, deliver and record the following as prepared or approved by City in relation to each transfer: Habitat Homebuyer Deed, the Acknowledgement of CC&Rs, Homebuyer Senior Deed of Trust, Homebuyer Junior Deed of Trust and the Notice of Affordability Restrictions, and deliver to the City the City Developer Note, the City Developer Deed of Trust, the Acknowledgement of CC&Rs and the Notice of Affordability Restrictions when the Conditions Precedent have been fulfilled or waived by the City.

(e) Do such other actions as necessary to fulfill its obligations under this Agreement.

(f) Within the discretion of Escrow Holder, direct the Authority and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. The Authority agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Holder, on the form to be supplied by Escrow Holder.

(g) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

**2.7.4 Closing.** The conveyance of property by the Developer and delivery of documents related shall close ("Homebuyer Closing") within thirty (30) days of the parties' satisfaction of all of Conditions Precedent. The "Homebuyer Closing" shall mean the time and day a deed conveying title to the purchaser is filed for record with the Riverside County Recorder. The "Homebuyer Closing Date" shall mean the day on which the corresponding Homebuyer Closing occurs.

**2.7.5 Termination of Escrow.** If escrow is not in condition to close by the time established therefor in supplemental escrow instructions (and, if no such time is specified, then on the sixtieth day following opening of escrow), then the purchaser, the Developer, the Authority or the City may, in writing, demand the return of money or property and terminate the escrow. If such party makes a written demand for return of documents or properties, escrow shall not terminate until five (5) days after Escrow Holder shall have delivered copies of such demand to all other parties. If any objections are raised within said five (5) day period, Escrow Holder is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties to such escrow (namely, the Authority, the City, the Developer and the corresponding Initial Homebuyer).

**2.7.6 Closing Procedure.** Escrow Holder shall close escrow for the transfer of the corresponding Homebuyer Property from the Developer to the purchaser as follows:

(a) Record first (i) The Homebuyer Acknowledgement of Covenants, executed by the purchaser, then (ii) the Homebuyer Deed of Trust and, if so instructed by City, a subordination agreement under which Developer agrees to subordinate any existing deed of trust with Developer as beneficiary to a first deed of trust with City as beneficiary, then (iii) a deed of trust securing payment of a Habitat Homebuyer Loan (but not if an existing loan with Developer as beneficiary is being assumed), then (iv) a grant deed conveying title to the purchaser, with instructions for the Recorder of Riverside County, California to deliver the deed to the purchaser, then the Notice of Affordability Restrictions. The priorities consistent with the foregoing order of recordation shall constitute the "Designated City Homebuyer Lien Priorities." If additional deeds of trust are recorded, the original(s) shall be delivered to the beneficiary thereunder (with a copy to each of the Developer, the purchaser and the City).



(b) Instruct the Title Company to deliver the Owner's Title Policy (Homebuyer) to the Homebuyer, with a copy to each of the City and the Developer, and the "Lender's Title Policy (Homebuyer)" (as described in Section 2.4.2 hereof) to the City;

(c) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(d) Deliver the FIRPTA Certificate, if any, to the Developer (with a copy to the Authority);

(e) Disburse the purchase price as directed by City; and

(f) Forward to each of the Developer, the purchaser and the City a separate accounting of all funds received and disbursed for all parties and copies of all executed and recorded or filed documents deposited into the Transfer Escrow, with such recording and filing date and information endorsed thereon.

**2.7.7 Title Insurance, Disposition to Initial Homebuyers.** Concurrently with recordation of the conveyance of a Homebuyer Property to the corresponding Initial Homebuyer, there shall be issued to the corresponding Initial Homebuyer a CLTA owner's policy of title insurance ("Owner's Title Policy (Homebuyer)"), together with such endorsements as are reasonably requested by the such homebuyer, issued by the Title Company insuring that the title to the corresponding Homebuyer Property is vested in the Initial Homebuyer in the condition described by Section 2.8 of this Agreement. The Title Company shall provide each of the Developer and the City with a copy of the Owner's Title Policy (Homebuyer). The Owner's Title Policy (Homebuyer) shall be based upon the lesser of (i) the amount of the Homebuyer Price, or (ii) the largest amount for which the Title Company will provide such title insurance. The Developer shall pay that portion of the premium for the Owner's Title Policy equal to the cost of a CLTA standard coverage title policy in the amount based upon the Homebuyer Price. Any additional costs, including the cost of an ALTA policy or any endorsements requested by the corresponding Initial Homebuyer, shall be borne by such Initial Homebuyer.

The Title Company shall additionally provide to the City an ALTA lender's policy of title insurance for each of the Homebuyer Senior Deed of Trust (based upon the original face amount of the corresponding Homebuyer Senior Note) and a Homebuyer Junior Deed of Trust (based upon the original face amount of the corresponding Homebuyer Junior Note) as set forth in the Homebuyer Loan Agreement authorized by City to be used for the corresponding purchaser in conformity with the Designated City Homebuyer Lien Priorities, and subject only to encumbrances, if any, approved in writing by the Executive Director ("Lender's Title Policies (Homebuyer)").

**2.8 Review of Title.** The Developer shall cause the Title Company to deliver to the prospective purchaser a standard preliminary title report (the "Report") with respect to the title to the corresponding Homebuyer Property (as mutually designated by the Developer and the City), together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report, with at least fifteen (15) days to review. The purchaser shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that the purchaser must approve the following Exceptions:

(a) The Redevelopment Plan.

(b) The lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow).

(c) The provisions of the Authority Deed, the City Developer CC&Rs, the Homebuyer Acknowledgment of Covenants, the Homebuyer Senior Deed of Trust, the Homebuyer Junior Deed of Trust and the Notice of Affordability Restrictions.

(d) Any incidental easements or other matters affecting title which do not materially impact the purchaser's use of the corresponding Homebuyer Property as a single family residence.

A condition of title consistent with the Condition of Title as set forth in Section 2.3, but subject additionally to the Homebuyer Acknowledgment of Covenants, the Homebuyer Senior Deed of Trust, and the Homebuyer Junior Deed of Trust; but not the City Developer Deed of Trust, shall hereinafter be referred to as the "Homebuyer Condition of Title."

**2.9 Title Insurance for Conveyance to Initial Homebuyers.** Title insurance shall be provided in conformity with Section 2.7.7 of this Agreement. The cost for all title policies, including those provided for the benefit of City as beneficiary, shall be borne by Developer.

### **3. CONDITIONS TO CLOSING**

**3.1 City's Conditions to Closing.** The City shall not convey title to the Site to the Developer, unless and until each and every one of the following conditions precedent (the "Conditions Precedent," which Conditions Precedent are solely for the benefit of the City) has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Developer, shall also be a covenant of Developer):

(a) Project Documents. Not later than two (2) days prior to recordation of the Authority Deed, the Developer shall have delivered to the Escrow Holder, in recordable form, the following documents: the City Developer CC&Rs and the City Developer Deed of Trust all duly executed by the Developer.

(b) Map; Permits. The Developer shall have prepared and caused to be recorded a tentative map and shall have completed all conditions to obtaining all Building Permits to be obtained excepting for the payment of building permit fees (the payment of which shall be made by the Developer after Closing). The Developer acknowledges and agrees that the plans prepared for the Improvements shall be subject to the City's normal planning review process.

(c) Title Insurance. The City shall have received a pro forma policy or policies, together with the commitment of the Title Company that it is prepared to issue those Lender's Title Policy (Developer) described in Section 2.4.1 hereof.

(d) Developer Confirmation as to the Site. The Developer shall have provided evidence reasonably satisfactory to the Executive Director that the condition of the Site (as more fully set forth in Section 2.1 of this Agreement) is fully satisfactory to the Developer.

(e) Insurance. City shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(f) Corporate Resolution. Developer shall deliver to City a certified copy of a resolution of Developer's board of directors authorizing (or ratifying) the execution of the Project Documents (the "Developer's Resolution").

(g) Representations and Warranties. The representations and warranties of Developer contained in this Agreement shall be correct as of the Close of Escrow as though made on and as of that date, and City Manager shall have received a certificate to that effect signed by an officer of Developer.

(h) No Default. No Event of Default by Developer shall have occurred under this Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Developer under this Agreement, and City Manager shall have received a certificate to that effect signed by an officer of Developer.

(i) Priority of City Developer Loan. The lien of each of the City Developer Deed of Trust shall be senior and prior to all other liens on the Site except for the City Developer CC&Rs, the lien for property taxes not yet due, and such other encumbrances, if any, as may be approved in writing by the City Manager.

(j) Fees. Developer shall have acknowledged the fees chargeable in connection with the development of the Improvements.

All conditions set forth in Section 3.1, or to City's obligations hereunder, are for City's and Authority's benefit only and City Manager may waive all or any part of such rights by written notice to Developer and Escrow Holder. If City Manager shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to City's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, City may thereafter terminate this Agreement without any further liability on the part of City by giving written notice of termination to the Escrow Holder, with a copy to Developer. Escrow Holder shall thereupon, without further consent from Developer, return to each party the documents and funds deposited by them.

**3.2 Developer's Conditions of Closing**. Developer's obligation to proceed with the acceptance of conveyance of the Site is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent (a) through (d), inclusive, described below ("Developer's Conditions Precedent"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein:

(a) Review and Approval of Title. Developer shall have reviewed and approved the condition of title of the Site, as provided in Section 2.3 hereof.

(b) Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to the Owner's Title Policy (Developer) for the Site upon close of escrow, in accordance with Section 2.4 hereof.

(c) Site Condition. The Developer shall have approved the condition of the Site and shall not have elected to cancel Escrow pursuant to Section 3.5.2 hereof.

(d) Land Use Approvals. Developer shall have obtained each of the land use approvals for the Improvements which is set forth in Sections 4.2 and 4.3 hereof and the City shall be ready to issue building permits for the construction of the Improvements upon the payment of the applicable fees by the Developer subject to preparation and processing of the Parcel Map.

**3.3 Access to Site Prior to the Closing.** Prior to the Authority Conveyance, representatives of the Developer shall have the right of access to all portions of the Site for the purpose of: (i) obtaining data and making surveys and tests necessary to carry out this Agreement, including without limitation the investigation of the environmental condition of the Site; and (ii) commencing preliminary work for the construction of the Improvements. The Developer agrees to notify the City in writing prior to undertaking any studies or work upon the Site prior to the Authority Conveyance. The City may require the Developer to execute a right of entry agreement satisfactory to City legal counsel prior to commencing such studies or work. Any preliminary work by the Developer shall be undertaken only after securing any and all necessary permits from the appropriate governmental agencies. The Developer shall indemnify, defend, and hold each of the Authority and the City harmless from any claims, losses, liabilities, and damages arising out of the activities of the Developer as set forth in this Section 3.3. In addition, in the event that the Developer causes any damage to any portion of the Site, the Developer shall promptly restore the Site as nearly as possible to the physical condition existing immediately prior to the Developer's entry onto the Site.

**3.4 Property Taxes and Assessments.** Ad valorem taxes and assessments, if any, on the Site, levied, assessed or imposed for any period prior to the Authority Conveyance shall be borne by the Authority or the City on behalf of the Authority; ad valorem taxes and assessments levied, assessed or imposed on the Site for the period after the Authority Conveyance shall be borne by the Developer.

**3.5 Condition of the Site.**

**3.5.1 Investigation of the Site.** The Developer shall conduct such investigation of the environmental condition of the Site as it shall deem to be necessary and appropriate.

**3.5.2 Remediation of the Site Prior to the Closing.** In the event that prior to the Authority Conveyance, the reports prepared by environmental consultants engaged by the Developer reveal that remediation of the environmental condition of the Site is required, the parties shall confer and consult for a period of up to thirty (30) days regarding whether either, both or neither party will agree to cause and bear the cost of such remediation activities. If no agreement is reached, either party may, upon written notice, terminate the Escrow and this Agreement.

**3.5.3 No Warranties As To Site.** The physical condition, possession or title of the Site is and shall be delivered from Authority to the Developer in an "as is" condition, with no warranty expressed or implied by the City, including without limitation, the presence of Hazardous Materials on the Site, or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Site for the development purposes intended hereunder.

**3.6 Developer's Obligations After the Authority Conveyance.** After the Authority Conveyance, the Developer shall, at its sole cost and expense, promptly take: (i) all actions required by any federal, state or local governmental City or political subdivision or any Governmental Requirements with respect to the Site pursuant to this Agreement; (ii) all actions necessary to prepare

the soil on the Site for the development required hereunder; and (iii) all actions necessary to make full use of the Site for the development of affordable housing pursuant to this Agreement for the purposes described in this Agreement, which actions, requirements or necessity arise from the presence upon, about or beneath the Site of any Hazardous Materials regardless of when such Hazardous Materials were introduced to the Site and regardless of who is responsible for introducing such Hazardous Materials to the Site. The Developer shall take all actions necessary to promptly restore the Site to an environmentally sound condition for uses contemplated by this Agreement, notwithstanding any lesser standard of remediation allowable under applicable Governmental Requirements. The obligations under this Section 3.6 shall survive the issuance of the Certificate of Completion of Construction.

**3.6.1 Duty to Prevent Hazardous Material Contamination.** After the Authority Conveyance, the Developer shall take all reasonably necessary precautions to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with Governmental Requirements as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

**3.6.2 “As Is” Conveyance.** The Developer expressly understands and agrees that Developer shall purchase the Site from the Authority in an “AS IS” condition on the closing date. Each of the Authority and the City specifically disclaims the making of any representations or warranties, express or implied, regarding the Site or matters affecting the Site, including without limitation, the physical, soils and environmental condition of the Site.

#### **4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING**

**4.1 Scope of Development.** The Developer shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. The Improvements shall generally consist of not fewer than eight (8) single-family houses (each a “House”), as more particularly set forth in the Scope of Development. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the City and/or City, the approved development plans shall control.

#### **4.2 Design Review.**

**4.2.1 Developer Submissions.** Before commencement of construction of the Improvements or other works of improvement upon the Site, the Developer shall submit to the City any plans and drawings (collectively, the “Design Development Drawings”) which may be required by the City with respect to any permits and entitlements which are required to be obtained to develop the Improvements. Developer shall also be responsible to process and obtain approval of the Parcel Map and to comply with any conditions of approval. Developer, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Developer to obtain building permits for the Improvements. Within thirty (30) days after the City’s disapproval or conditional approval of such plans, Developer shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

**4.2.2 City Review and Approval.** The City shall have all rights to review and approve or disapprove all Design Development Drawings and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

**4.2.3 Revisions.** Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Developer in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

**4.2.4 Defects in Plans.** The City and the Authority shall not be responsible either to the Developer or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

**4.2.5 Land Use Approvals.** Before commencement of construction of the Improvements or other works of improvement upon the Site, the Developer shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of City as set forth herein, including without limitation a license agreement between the Developer and the City allowing entry onto the Site which indemnifies each of the Authority and the City from and against any claims made in connection with the activities of the Developer. Except as otherwise expressly set forth in Section 4.4 below, the Developer shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

The Developer shall be responsible for obtaining and causing to be recorded a Parcel Map in connection with the development and financing of the Improvements.

**4.3 Time of Performance; Progress Reports.** The Developer shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced within thirty (30) days after the earlier to occur of: (i) the recording of the Authority Deed, or (ii) the initial disbursement of any funds to or on behalf of the Developer pursuant to this Agreement under the City Developer Loan. Once construction is commenced, it shall continuously and diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days subject to Section 8.2 hereof. During the course of construction and prior to issuance of the Certificate of Completion of Construction, Developer shall provide timely reports of the progress of construction when requested by the Executive Director. Developer shall complete construction of all of the Improvements on the Site by the time established therefor in the Schedule of Performance.

**4.4 Construction Contract.** All costs of planning, designing, developing, obtaining permits for (including permit fees), and constructing the Improvements shall be borne solely by the Developer.

**4.5 Insurance Requirements.** Until the Certificate of Completion of Construction has been issued upon completion of all of the Improvements and the House has been sold to a Program Participant, Developer shall maintain at Developer's sole expense, with insurers reasonably approved by City, the following policies of insurance in form and substance reasonably satisfactory to City:

(a) workers' compensation insurance and any other insurance required by law in connection with the Improvements;

(b) upon commencement of construction of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, earthquake, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, earthquake (if available at commercially reasonable rates), malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than \$2,000,000 for "single occurrence;" and

(e) property damage insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than \$2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to City. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to City, showing City as encumbrancer. Each of Authority and City shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which City has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by City) shall be delivered to City from time to time within 10 days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Developer shall deliver to City evidence of renewal or replacement of such policy reasonably satisfactory to the City Manager. The insurance requirements as set forth in this Section 4.5 may be modified from time to time upon mutual written agreement of the City Manager (for the City and the Authority) and the Developer.

Coverage provided hereunder by Developer shall be primary insurance and not be contributing with any insurance maintained by Authority or City, and the policy shall contain such an

endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit each of Authority and City. None of the above-described policies shall require Developer to meet a deductible or self-insured retention amount of more than Five Thousand Dollars (\$5,000.00) unless approved in writing by the Executive Director. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide -- Site and Casualty." The required certificate shall be furnished by Developer at the time set forth herein.

**4.5.1 Waiver of Subrogation.** Developer hereby waives all rights to recover against each of Authority and City (or any officer, employee, agent or representative of City or Authority) for any loss incurred by Developer from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Developer shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

**4.6 Obligation to Repair and Restore Damage Due to Casualty.** If during the period of construction or prior to conveyance of the House to a purchaser, the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Developer, Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed twelve (12) months from the date Developer obtains insurance proceeds unless the City Manager, in his sole and absolute discretion, approves a longer period of time. City shall cooperate with Developer, at no expense to City, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Developer may elect not to repair, replace, or restore the Improvements by giving notice to City (in which event Developer will be entitled to all insurance proceeds but Developer shall be required to remove all debris from the applicable portion of the Site) or Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Authority, and the other governmental City or agencies with jurisdiction, and the City may pursue remedies of its choosing under this Agreement, including without limitation termination.

**4.7 Indemnity.** Developer shall defend (by counsel satisfactory to City), indemnify and save and hold harmless City and Authority and their respective officers, contractors, agents and employees (collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement; (ii) the making of the City Developer Loan; (iii) the Site and the conveyance thereof; (iv) a claim, demand or cause of action that any person has or asserts against Developer; (v) any act or omission of Developer, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; or (vi) the ownership, occupancy or use of the Site; provided that, as long as Developer has completed the Improvements and conveyed the Site in strict conformity with this Agreement (including without limitation



provisions concerning affordable housing cost and income limitations of buyers), liability with respect to this item (vi) shall be limited to the period during which the Developer owns the Site (or applicable portion thereof). Notwithstanding the foregoing portion of this Section 4.7, Developer shall not be obligated to indemnify the City with respect to the consequences of any act of gross negligence or willful misconduct of the City. Developer's obligations under this Section shall survive the satisfaction of the City Developer Note, the release and reconveyance of the City Developer Deed of Trust, issuance of the Certificate of Completion of Construction (except that the issuance of such Certificate shall constitute conclusive evidence that construction of the Improvements has been completed), and termination of this Agreement.

In the event of a default or breach under this Agreement that is caused or contributed to by the Developer, the Developer shall reimburse the City and Authority immediately upon written demand for all costs reasonably incurred by the City or Authority (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City or Authority) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the City's or Authority's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the City or Authority is indemnified under the Project Documents. Such reimbursement obligations shall bear interest from the date occurring ten (10) days after the City or Authority gives written demand to the Developer at the same rate as is provided in this Agreement for the Homebuyer Senior Promissory Note, and shall be deemed to be secured by the Homebuyer Deed of Trust. Such reimbursement obligations shall survive the satisfaction of the City Developer Note, the release and reconveyance of the City Developer Deed of Trust, the issuance of the Certificate of Completion of Construction, and termination of this Agreement.

The Developer shall indemnify each of the Authority and the City from any real estate commissions or brokerage fees which may arise from this Agreement or the Site, including without limitation the acquisition of the Site by the Developer, or the sale or marketing of Houses and Homebuyer Properties. The Developer represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer agrees to hold each of the Authority and the City harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Developer, or the Site.

**4.8 Rights of Access.** Prior to the issuance of the Certificate of Completion of Construction, for purposes of assuring compliance with this Agreement, representatives of City shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as City representatives comply with all safety rules. City representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.8. The rights of the City under this Section 4.8 are in addition to and do not limit the City's police power or exercise thereof.

**4.9 Compliance With Laws.** Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable Rules and Regulations and all applicable laws, including all applicable state labor standards and federal prevailing wage laws (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development

standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, *et seq.*, and its implementing regulations, regarding the payment of prevailing wages (the "State Prevailing Wage Law") and, if applicable, federal prevailing wage law ("Federal Prevailing Wage Law" and, together with State Prevailing Wage Law, "Prevailing Wage Laws") with regard to the construction of the Improvements, but only if and to the extent such sections are applicable to the development of the Improvements. In addition, the Developer shall be responsible for compliance with Section 3 and shall include a Section 3 clause in its construction contracts. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws, and the Authority or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Laws to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold each of the Authority and the City, and their respective officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws for the Improvements.

Without limitation as to Section 4.7 of this Agreement, Developer shall indemnify, protect, defend and hold harmless each of the Authority, the City and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to Commission, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and/or federal prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

**4.10 Nondiscrimination in Employment.** Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

**4.11 Taxes and Assessments.** Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Developer shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Developer, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Developer shall additionally defend, indemnify, and hold harmless the City and the Authority from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Developer or (b) the Site.

**4.12 Liens and Stop Notices.** Developer shall not allow to be placed on the Site or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Developer shall within thirty (30) days of such recording or service or within five (5) days of City's demand whichever last occurs:

- (a) pay and discharge the same; or
- (b) affect the release thereof by recording and delivering to City a surety bond in sufficient form and amount, or otherwise; or
- (c) provide City and Authority with indemnification from the Title Company against such lien or other assurance which City deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of City from the effect of such lien or bonded stop notice.

**4.13 Certificate of Completion of Construction.** Promptly after receipt of written request therefor from the Developer after completion of the Improvements in conformity with this Agreement, City shall furnish the Developer with a Certificate of Completion of Construction. The Certificate of Completion of Construction shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion of Construction shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such applicable portion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as set forth in documents recorded against the Site prior to the recordation of the Certificate of Completion of Construction. If City refuses or fails to furnish a Certificate of Completion of Construction after written request from Developer, City shall, within thirty (30) days of written request therefor, provide Developer with a written statement of the reasons City refused or failed to furnish the Certificate of Completion of Construction. The statement shall also contain City's opinion of the actions Developer must take to obtain the Certificate of Completion of Construction. The Certificate of Completion of Construction is not a notice of completion as referred to in Section 3093 of the California Civil Code. Upon receipt of request therefor, the City will prepare a partial certificate, which shall conclusively evidence the completion of those Improvements located on a particular Homebuyer Property as required under this Agreement to be constructed on such Homebuyer Property.

**4.14 Further Assurances.** Developer shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to City all documents, and take all actions, reasonably required by City from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents, to protect and further the validity, priority and enforceability of

the Project Documents, the Homebuyer Agreement (including the attachments thereto), or otherwise to carry out the purposes of the Project Documents.

## 5. DEVELOPER'S GENERAL REPRESENTATIONS AND WARRANTIES

As a material inducement to each of Authority and City to enter into this Agreement, Developer represents and warrants to City that:

**5.1 Formation, Qualification and Compliance.** Developer (a) is a California nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California; (b) has all requisite authority to conduct its business and own, purchase, improve and sell its properties. Developer is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental City that are necessary for the transaction of its business; (c) Developer has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by the Developer in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement; (d) Developer does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the Developer to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Developer, threatened, legal proceedings to which the Developer is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Developer to the City in this Agreement which could materially adversely affect the ability of the Developer to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Developer's best knowledge, threatened, looking toward the dissolution or liquidation of the Developer and there is no action or proceeding pending or, to the Developer's best knowledge, threatened by or against the Developer which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Developer to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Developer shall advise the City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

**5.2 Execution and Performance of Project Documents.** Developer has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Developer of, and the performance by Developer of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Developer.

**5.3 Covenant Not to Transfer Except in Conformity.** The Developer shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Developer has first obtained the prior written consent of the City Manager, which consent shall be given as to transfers to homebuyers proposed to be made in conformity with this Agreement (but, as to other transfers, may be withheld in the City Manager's sole and absolute discretion). Any sale, lease, transfer or conveyance without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Developer acknowledges that City relied upon Developer's particular expertise in entering into this Agreement and continues to rely on such expertise to ensure

the satisfactory completion of all of the Improvements, and the marketing and sale of the Homebuyer Properties to Low Income Households each at a price which does not exceed Affordable Housing Cost to afford the community a substantial long-term, quality affordable housing resource.

## **6. SALE OF THE HOMEBUYER PROPERTIES; AFFORDABLE HOUSING PROGRAM PARTICIPANT DOCUMENTS; EQUITY SHARE**

### **6.1 Sale at Affordable Housing Cost to Low Income Households; City Program Participant Documents.**

**6.1.1 Affordable Housing.** The Developer covenants and agrees that each of the Homebuyer Properties shall be sold to an Initial Homebuyer and shall be restricted with the income and affordability requirements as set forth herein. The Developer covenants and agrees that the above-referenced occupancy, ownership and affordability requirements governing the Homebuyer Properties shall bind and be enforceable against each of the Homebuyer Properties throughout the Affordability Period.

**6.1.2 Sale of the Homebuyer Properties.** As set forth in the foregoing portion of Section 6.2, the Developer agrees to sell each of the Homebuyer Properties to Program Participants at a price which, in each and every case, does not exceed Affordable Housing Cost. During the Affordability Period each subsequent resale of a Homebuyer Property by the then-owner thereof shall be to a Program Participant at a price which does not exceed Affordable Housing Cost. All sales of the Homebuyer Properties shall be in compliance with Section 6.1 hereof and each purchaser shall be reviewed by City and must execute the Program Participant Documents. Developer covenants and agrees that no sales of the Homebuyer Properties shall be made to any of its employees or to persons or families related, within the fourth degree of consanguinity, to any shareholder or partner of the Developer or anyone related by blood or marriage to any such shareholder or partner.

Upon completion of those Improvements required to be constructed on the corresponding Homebuyer Property pursuant to this Agreement, the Developer shall convey by grant deed a Homebuyer Property to an Initial Homebuyer; provided that such sale shall have been accomplished in strict conformity with all requirements of this Agreement, including without limitation that all of the Conditions to Developer's Sale to Program Participant, as set forth in Section 6.4, have been satisfied, and further provided that: (i) the Program Participant executes and deposits with the Homebuyer Escrow Holder the Homebuyer Purchase and Sale Agreement, (ii) the City Developer CC&Rs are executed, recorded, and delivered to the City; (iii) the Program Participant executes and causes to be delivered to the City each of the Homebuyer Senior Note and the Homebuyer Junior Note, and (iv) the Program Participant executes, and causes to be recorded and delivered to the City each of the Homebuyer Senior Deed of Trust and the Homebuyer Junior Deed of Trust, then the City shall, as to the corresponding Homebuyer Property (but not as to the remainder of the Site), release the corresponding Homebuyer Property from the City Developer Deed of Trust. The Developer covenants to develop or to cause the development and use of the Homebuyer Properties by Program Participants in conformity with this Agreement.

In connection with each sale of a Homebuyer Property to an Initial Homebuyer, the City shall prepare and Developer shall approve escrow instructions requiring the following order of recordation: (i) the deed conveying title as to the corresponding Homebuyer Property from the Developer to such Initial Homebuyer, which shall be subject to restrictions then of record, including without limitation as set forth in the Authority Deed; then (ii) the Homebuyer Senior Deed of Trust

(or a new deed of trust prepared by City); then (iii) the Junior Deed of Trust (which affirmatively states that it is subject and subordinate to the Homebuyer Senior Deed of Trust).

The Program Participant shall fully cooperate in providing to the staff members or consultant designated by the City Manager applications and information from prospective homebuyers sufficient for the City to review and confirm that the incomes of Program Participants, loan amounts, and prices conform to this Agreement. Each transfer of a Homebuyer Property (or any portion of the Site) shall be transacted through the Escrow Holder and in conformity with this Agreement.

**6.1.3 Program Participant Price.** Developer agrees that the price that Developer will charge in connection with each Homebuyer Property will be not greater than the Affordable Housing Cost of such unit as applicable to Low Income Households as determined under Sections 50052.5 and 50079.5 of the California Health and Safety Code. It is contemplated by City and Developer that the Program Participant's purchase price will consist of a down payment by the Program Participant to be disbursed at closing to Developer, the Homebuyer Senior Loan, the Habitat Homebuyer Loan, only, and with no financing provided by any other party.

**6.1.4 Process to Complete First Transfer by Sale of House by Developer.** Upon the first sale of each Homebuyer Property by the Developer, the following procedures shall apply:

6.1.4.1 Qualifications of Proposed Transferee. No sale of a Homebuyer Property shall occur unless and until Developer first determines that the proposed transferee: (i) intends to occupy the corresponding Homebuyer Property as the proposed transferee's principal residence; and (ii) is a Low Income Household. Each proposed transferee shall submit a Proposed Transferee's Application to the Developer, the Authority and the City certifying its intent with regard to the occupancy of the corresponding Homebuyer Property and as to the truth and accuracy of all information supplied as to the gross income (calculated as set forth in 25 Cal. Code of Regs., Section 6914) of the proposed transferee.

6.1.4.2 Sales Price. Each Homebuyer Property shall be sold at an Affordable Housing Cost. In determining Affordable Housing Cost, the family size of the proposed Transferee shall be deemed to be 2 persons in the case of a 1 bedroom, 3 persons for a 2 bedroom, 4 persons for a 3 bedroom, or 5 persons for a 4 bedroom Restricted Unit. In addition, the City's calculation of the Affordable Housing Cost in connection with each respective Homebuyer Property shall be based upon the following assumptions: (i) principal and interest payments equal to those which would be due upon a mortgage loan amortized over a thirty (30) year period with an interest rate equal to the then prevailing fixed interest rates for thirty (30) year fixed-rate mortgage loans; (ii) a mortgage loan in an amount not greater than ninety five percent (95%) of the sales price after crediting the Sweat Equity Amount; and (iii) reasonable amounts for property taxes and assessments, fire and casualty insurance covering replacement value of property improvements, homeowner association fees (if any), and a utility allowance.

6.1.4.3 Certificates from Parties. With respect to each sale of each Homebuyer Property, Developer shall submit to the City, not later than two (2) weeks prior to close of escrow on the sale of the corresponding Homebuyer Property, a certificate that (i) the Developer has made the affirmative determinations required by Section 6.1.4.1 above and (ii) the sales price conforms to Section 6.1.4.2 above. The Developer shall concurrently submit to the City the Proposed Transferee's Application and all attachments thereto, the sales contract, and all other

documents or material with regard to information required by Sections 6.1.4.1 and/or 6.1.4.2 above, whether or not relied on by the Developer. Further, the Developer and proposed transferee each shall certify in writing, in a form acceptable to the City, that the sale shall be closed in accordance with, and only with, the terms of the sales contract and other documents submitted to and approved by the City and that all consideration delivered by the proposed transferee to Developer has been fully disclosed to the City. The written certificate shall also include a provision that, in the event a transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certificate submitted to the City (on behalf of each of the City and the Authority) for its approval of the transfer, the City as well as the Authority shall have the right to file an action at law or in equity to seek termination and/or rescission of the sales contract and/or declare the sale void, notwithstanding the fact that the transfer may have closed and become final as between Developer and its transferee. In the event Developer fails to comply with Sections 6.1.4.1 or 6.1.4.2 above, any costs, liabilities or obligations incurred by the Developer and its transferee for the return of any monies paid or received or for any costs and legal expenses, shall be borne jointly and severally by the Developer and its transferee and such parties shall hold each of the Authority and City harmless and reimburse their expenses, legal fees and costs for any action the City and/or Authority take in enforcing the terms of this Section 6.1.4.

6.1.4.4 Delivery of Documents. In addition to the documents required to be provided by Section 6.1.4.3 above, upon the close of the proposed transfer, the Developer and transferee, as applicable, shall provide the City (on behalf of each of the City and the Authority) and Developer with a copy of the final sales contract, settlement statement, escrow instructions, a fully executed set of Program Participant Documents and any other documents which the City may reasonably request.

**6.1.5 Process to Obtain Approval of Transfer of each Homebuyer Property After the First Transfer of such Homebuyer Property by Developer.** The process for obtaining City approval of the transfer of each Homebuyer Property during the Affordability Period and following the first transfer of such Homebuyer Property by the Developer is set forth in the City Developer CC&Rs.

**6.2 Uses.** The Developer covenants and agrees to devote, use, operate, and maintain the Site in accordance with the Redevelopment Plan, the Grant Deed, the City Developer CC&Rs and this Agreement. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to the Redevelopment Plan, all applicable provisions of the Moreno Valley Municipal Code, and the recorded documents pertaining to and running with the Site.

**6.3 Nondiscrimination.** The Developer by and for itself and any successors in interest covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:



(a) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(b) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(c) In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

**6.4 Conditions to the Developer’s Sale to Program Participants.** The sale of each Homebuyer Property by Developer to Program Participant (the “Conditions to Sale to Program Participants”) shall be subject to the satisfaction or waiver by the City Manager, of the following conditions precedent (a) through (i):

(a) Improvements Completed. The improvements for the corresponding Homebuyer Property shall have been completed as determined in good faith by the City Manager, following issuance of a certificate of occupancy by City as to the House located thereon.

(b) Escrow Instructions. The City Manager shall have approved the instructions for such escrow.



(c) Lien Priorities, Title Insurance and Documents Among Interested Parties. The Program Participant shall have agreed to assume the obligations of borrower under the Homebuyer Senior Note and the Junior Homebuyer Note and shall have additionally agreed to conform to all requirements under the Authority Deed, the City Developer CC&Rs, the Homebuyer Acknowledgment of CC&Rs, the Homebuyer Loan Agreement (including without limitation all attachments thereto) and the provisions of Section 2.7 hereof. The Homebuyer Senior Deed of Trust shall be a first deed of trust, subject only to the Authority Deed and the City Developer CC&Rs. The Homebuyer Junior Deed of Trust shall be a second deed of trust subject only to the Authority Deed, the City Developer CC&Rs and the Homebuyer Senior Deed of Trust.

(d) Insurance. City shall have received sufficient evidence of the issuance of a homeowner's insurance policy with a guaranteed replacement provision for the corresponding Homebuyer Property, and a lender's loss payable endorsement in its favor.

(e) Affordability and Income Requirements. The City Manager shall be satisfied that the Program Participant meets the applicable income requirements for a Low Income Household, and that the purchase price of the corresponding Homebuyer Property is at a price which does not exceed Affordable Housing Cost. Each of the Program Participant and the Developer shall cooperate in furnishing the City Manager with complete information in the form sought by the City for the purposes of verifying income eligibility and affordability.

(f) Other Matters. City shall have received such other documents and information as the Executive Director may reasonably request.

(g) Representations and Warranties. The representations and warranties of Developer contained in this Agreement shall be correct as of the close of the Homebuyer Escrow as though made on and as of that date, and City Manager shall have received a certificate to that effect signed by an officer of Developer.

(h) Conditions Precedent. All Conditions Precedent (as set forth in Section 3.1 of this Agreement) shall remain satisfied.

(i) No Default. No Event of Default by Developer shall have occurred, and no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Developer, and City Manager shall have received a certificate to that effect, in form and substance reasonably satisfactory to the City Manager, signed by an officer of Developer.

**6.5 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction.** The covenants established in this Agreement and the deeds shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns, as to those covenants which are for its benefit. The covenants contained in this Agreement shall remain in effect for the periods of time specified therein. The covenants against discrimination shall remain in effect in perpetuity.

The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement and the

covenants shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Site or in the Project Area. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled.

After issuance of a Certificate of Completion of Construction for all of the Improvements required by this Agreement to be developed on the corresponding Homebuyer Property, all of the terms, covenants, agreements and conditions set forth in this Agreement relating to the construction and development thereon shall cease and terminate as to such Homebuyer Property. All of the other applicable terms, covenants, and conditions set forth in this Agreement relating to use, operation, ownership, and maintenance of the Site shall survive and shall remain in full force and effect.

**6.6 Equity Share Amounts.** In the event the City receives payment of an Equity Share Amount (as provided under the Homebuyer Senior Note) on or before the forty-fifth (45th) anniversary of the Date of Agreement, the City will notify the Developer within thirty (30) days following the end of the calendar year during which payment was received by City. If the Developer requests payment in writing to the City, the City will pay to the Developer an amount equal to seventy-five percent (75%) of the amounts received by City during the preceding calendar year as Equity Share payments (but no other amounts), provided that: (i) the Developer is operating and in good standing as a qualified nonprofit, public benefit corporation under Internal Revenue Code Section 501(c)(3) and Developer is a corporation in good standing under the records of the California Secretary of State; (ii) the Developer is engaged in the provision of affordable housing. The process set forth in this Section 6.6 will be repeated annually until the earlier to occur of (i) the forty-fifth (45th) anniversary of the Date of Agreement, or (ii) the satisfaction of the corresponding Homebuyer Senior Loan(s) or the release or reconveyance of the deed of trust securing repayment of the Homebuyer Senior Loan(s), after which City shall make no payments to Developer. In the event a Program Participant who first acquires a particular House from the Developer as its first occupant occupies a House and has strictly complied with all provisions of the corresponding Homebuyer Loan Agreement, the City and the Developer will, with the concurrence of such initial Program Participant of such House, revise the allocation of Equity Share Amounts prospectively to be fifty percent (50%) Program Participant, twenty-five percent (25%) Developer and twenty-five percent (25%) City. No such adjustment shall be made for any Program Participant other than the initial Program Participant for each House.

**6.7 Allocation of Payments Received Under Homebuyer Junior Notes and Any Receipt of Revenues by Developer.** In the event the Developer receives any payments from any Program Participant or other transferee of the Site (or any portion thereof) from one or more transferee of the Site or any portion thereof (including without limitation any Program Participants), the Developer shall immediately remit the full amount of such payment to the City, and such amounts shall be treated as payments under the corresponding Homebuyer Junior Note (and, if no Homebuyer Junior Note is then outstanding, as payments under the City Developer Note). Concurrent with the conveyance of a House to the initial Program Participant as to such House in conformity with this Agreement and the corresponding Homebuyer Loan Agreement, the City shall release the Developer from that portion of the Developer's liability under the City Developer Note and the City Deed of Trust and the amount of the City Developer Note shall be deemed to be reduced by one-eighth (1/8<sup>th</sup>) for each House so conveyed in conformity until no balance remains under the City Developer Note. The release of Developer as to one House shall not effect a release as to any other Houses or any other portion of the Site; each release shall be handled on a per-House basis.

Concerning amounts received by City as payments under one or more Homebuyer Junior Note(s), the City shall administer the amounts so received as follows: as to any such amounts received by City on or before the forty-fifth (45th) anniversary of the Date of Agreement, the City will notify the Developer within thirty (30) days following the end of the month during which payment was received by City. If the Developer requests payment in writing to the City, the City will pay to the Developer an amount equal to thirty percent (30%) of the amounts received by City during the preceding calendar year as payments under Homebuyer Junior Notes (but no other amounts), provided that: (i) the Developer is operating and in good standing as a qualified nonprofit, public benefit corporation under Internal Revenue Code Section 501(c)(3) and Developer is a corporation in good standing under the records of the California Secretary of State; (ii) the Developer is engaged in the provision of affordable housing. The process set forth in this Section 6.6 will be repeated annually until the earlier to occur of (i) the forty-fifth (45th) anniversary of the Date of Agreement, or (ii) the satisfaction of each corresponding the Homebuyer Junior Loan or the release or reconveyance of the corresponding deed(s) of trust securing repayment of the Homebuyer Junior Loans, after which City shall make no payments to Developer.

## **7. DEFAULTS AND REMEDIES**

**7.1 Events of Default.** The occurrence of any of the following, whatever the reason therefor, shall constitute an event of default by Developer (an "Event of Default"):

7.1.1.1 Developer fails to make payment under the City Developer Note when due, and such failure is not cured within five (5) days after Developer's receipt of written notice that such payment was not received when due; or

7.1.1.2 Developer fails to perform any other obligation for the payment of money (other than payments of principal or interest) under any Project Document, and such failure is not cured within ten (10) days after Developer's receipt of written notice that such obligation was not performed when due; or

7.1.1.3 Developer fails to perform any obligation (other than obligations described in sub-paragraphs (a) and (b), above) under any Project Document, and such failure is not cured within thirty (30) days after Developer's receipt of written notice that such obligation was not performed; provided that, if cure cannot reasonably be effected within such thirty (30)-day period, such failure shall not be an Event of Default so long as Developer (in any event, within ten (10) days after receipt of such notice) commences cure, and thereafter diligently (in any event within ninety (90) days after receipt of such notice) prosecutes such cure to completion; or

7.1.1.4 Any representation or warranty in any Project Document proves to have been incorrect in any material respect when made; or

7.1.1.5 Work on the Improvements ceases for thirty (30) consecutive days for any reason (other than governmental orders, decrees or regulations, acts of God, strikes or other causes beyond Developer's control, provided that the same do not, in the aggregate and in the City Manager's reasonable judgment, threaten to delay the completion of the Improvements beyond the required completion date set forth in this Agreement); or

7.1.1.6 Developer is enjoined or otherwise prohibited by any governmental City from constructing and/or occupying the Improvements and such injunction or prohibition continues unstayed for thirty (30) days or more for any reason; or

7.1.1.7 Developer transfers or conveys the Site (or attempts to transfer or convey the Site) in any manner that is not in conformity with this Agreement; or

7.1.1.8 Developer is dissolved, liquidated or terminated, or all or substantially all of the assets of Developer are sold or otherwise transferred without the Executive Director's prior written consent;

7.1.1.9 Developer is the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Developer applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitate or similar officer for it or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of Developer and the appointment continues undischarged or unstayed for ninety (90) days; or Developer institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or any part of its property; or any similar proceeding is instituted without the consent of Developer and continues undismissed or unstayed for ninety (90) days; or any judgment, writ, warrant of attachment or execution, or similar process is issued or levied against any property of Developer is not released, vacated or fully bonded within ninety (90) days after its issue or levy.

**7.2 Remedies Upon Default.** Upon the occurrence of any Event of Default, each of Authority and City may, at its respective option and in its sole and absolute discretion, do any or all of the following:

(a) By written notice to Developer, declare the principal of all amounts owing under the Project Documents, together with all accrued interest and other amounts owing in connection therewith, to be immediately due and payable, regardless of any other specified due date;

(b) In its own right or by a court-appointed receiver, take possession of the Site, enter into contracts for and otherwise proceed with the completion of the Improvements on the Site (or portions thereof) by expenditure of its own funds;

(c) Exercise any of its rights under the Project Documents and any rights provided by law, including the right to foreclose on any security and exercise any other rights with respect to any security, all in such order and manner as City elects in its sole and absolute discretion; and

(d) Seek and obtain an order for specific performance.

**7.3 Cumulative Remedies; No Waiver.** City's and Authority's respective rights and remedies under the Project Documents are cumulative and in addition to all rights and remedies provided by law from time to time. The exercise by City or Authority of any right or remedy shall not constitute a cure or waiver of any default, nor invalidate any notice of default or any act done pursuant to any such notice, nor prejudice City or Authority in the exercise of any other right or

remedy. No waiver of any default shall be implied from any omission by City or Authority to take action on account of such default if such default persists or is repeated. No waiver of any default shall affect any default other than the default expressly waived, and any such waiver shall be operative only for the time and to the extent stated. No waiver of any provision of any Project Document shall be construed as a waiver of any subsequent breach of the same provision. City's or Authority's consent to or approval of any act by Developer requiring further consent or approval shall not be deemed to waive or render unnecessary City's or Authority's consent to or approval of any subsequent act. City's or Authority's acceptance of the late performance of any obligation shall not constitute a waiver by City or Authority of the right to require prompt performance of all further obligations; City's or Authority's acceptance of any performance following the sending or filing of any notice of default shall not constitute a waiver of City's or Authority's right to proceed with the exercise of its remedies for any unfulfilled obligations; and City's or Authority's acceptance of any partial performance shall not constitute a waiver by City of any rights relating to the unfulfilled portion of the applicable obligation.

#### **7.4 Termination.**

**7.4.1 No Termination by the Developer.** The Developer shall not have the power to terminate this Agreement.

**7.4.2 Termination by the City.** In the event that:

(a) The Developer (or any successor in interest) assigns or attempts to assign, encumber, transfer, or convey the Agreement or any rights therein or in the Site (or any portion thereof) in violation of this Agreement; or

(b) There is a change in the ownership of the Developer contrary to the provisions of Section 5.3 hereof; or

(c) The Developer does not submit certificates of insurance, construction plans, drawings and related documents as required by this Agreement, in the manner and by the dates respectively provided in this Agreement therefor and such default or failure shall not be cured within thirty (30) days after the date of written demand therefor by the City; or

(d) The Developer does not satisfy the Conditions Precedent by the time established therefor in the Schedule of Performance; or

(e) The conveyance of the Site to the Developer is not accomplished by the time established therefor in the Schedule of Performance; or

(f) The completion of one or more of the Houses is not accomplished by the respective time(s) established therefor in the Schedule of Performance; or

(g) The Developer is otherwise in default under this Agreement and has not cured or commenced to cure such default within the time period set forth in Section 7.1 herein (or has not diligently prosecuted such cure to completion);

then, at the option of the City, thirty (30) days after written notice thereof is delivered to the Developer, this Agreement shall be terminated, and thereafter neither party shall have any further rights against the other under this Agreement. The setting forth of events as grounds for termination

shall not limit the ability of the City to seek remedies in the event this Agreement has not been terminated. The termination of this Agreement shall not limit the rights of City and/or Authority to enforce the City Developer Note, the City Developer Deed of Trust, the City Developer CC&Rs, the Authority Deed, or any Homebuyer Loan Agreement (including instruments executed in connection thereunder).

## **8. MISCELLANEOUS.**

### **8.1 Transfers of Interest in Site or Agreement.**

**8.1.1 Prohibition.** The qualifications and identity of the Developer are of particular concern to the City and Authority. It is because of those qualifications and identity that each of Authority and City has entered into this Agreement with the Developer. Accordingly, for the period commencing upon the Date of Agreement and until the expiration of the Affordability Period (a) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, (b) neither Developer nor any successor or assign thereof shall make any total or partial sale, transfer, conveyance, assignment, refinancing or lease of the whole or any part of the Site or the Improvements thereon (collectively referred to herein as a "Transfer"), without the prior written approval of the City, except to the extent otherwise expressly set forth in Section 603.2 hereof. The City agrees that it shall not withhold approval of any transfer to a Low Income Household at an Affordable Housing Cost upon submittal of documentation reasonably acceptable to City that such transfer satisfies all requirements of this Agreement.

**8.1.2 Permitted Transfers.** Notwithstanding any other provision of this Agreement to the contrary, City approval of a Transfer shall not be required in connection with the conveyance or dedication of any portion of the Site to the City or other appropriate governmental City, or the granting of easements or permits to facilitate construction of the Improvements.

**8.1.3 Successors and Assigns.** All of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

**8.1.4 Assignment by Authority.** Authority may assign or transfer any of its interests hereunder to the City at any time without the consent of the Developer.

**8.2 Enforced Delay; Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; litigation; unusually severe weather; acts or omissions of the other party; acts or failures to act of a public or governmental City or entity (other than the City acting as required pursuant to this Agreement); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other parties within thirty (30) days of the commencement of the cause. Any requests for extension shall be in writing. Times of performance

under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

Notwithstanding the foregoing portion of this Section 8.2, the Developer is not entitled pursuant to this Section 8.2 to an extension of time to perform because of past, present, or future difficulty in obtaining suitable temporary, construction, or permanent financing for the acquisition, development or operation of the Site.

**8.3 Nonliability of Officials and Employees of the City.** No member, official or employee of the City or of the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City (or the Authority) or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

**8.4 Obligations Unconditional and Independent.** Notwithstanding the existence at any time of any obligation or liability of City or Authority to Developer, or any other claim by Developer against City or Authority, in connection with the Site or otherwise, Developer hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Developer's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Developer of any of its obligations under the Project Documents.

**8.5 Notices.** All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Developer:	Habitat for Humanity, Riverside, Inc. 2180 Iowa Avenue Riverside, California 92507 Attention: Executive Director of Habitat
If to Authority:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Attention: Executive Director
If to City:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552 Attention: City Manager

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

**8.6 Survival of Representations and Warranties.** All representations and warranties in the Project Documents shall survive the conveyance of the Site and have been or will be relied on by each of Authority and City notwithstanding any investigation made by City or Authority.

**8.7 No Third Parties Benefited.** This Agreement is made for the purpose of setting forth rights and obligations of Developer, Authority and City, and no other person shall have any rights hereunder or by reason hereof. There shall be no third party beneficiaries of this Agreement.

**8.8 Binding Effect; Assignment of Obligations.** This Agreement shall bind, and shall inure to the benefit of, Developer, Authority and City and their respective successors and assigns. Developer shall not assign any of its rights or obligations under any Project Document without the prior written consent of the City Manager, which consent may be withheld in the City Manager's sole and absolute discretion. Any such assignment without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Developer acknowledges that City and Authority relied upon Developer's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the qualification of eligible buyers and each Homebuyer Property in conformity with this Agreement.

**8.9 Counterparts.** Provided that the written approval of the City Manager is first obtained, any Project Document, other than the City Developer Note, may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

**8.10 Superiority of City Agreement.** Developer agrees and acknowledges that any agreements between Developer and a purchaser of each Homebuyer Property, or third parties, shall be subject and subordinate in all cases to this Agreement (including, without limitation, the Attachments hereto) and that in the event of conflict, this Agreement (including, without limitation, the Attachments hereto) shall control.

**8.11 Prior Agreements; Amendments; Consents.** This Agreement (together with the other Project Documents) contains the entire agreement among Authority, City and Developer with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters are superseded by this Agreement and such other Project Documents. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 43 and Attachments 1 through 13, which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Authority, the City and the Developer, and all amendments hereto must be in writing by the appropriate authorities of the Authority, the City and the Developer; provided that after conveyance of the Site to the Developer, only the consent of the City shall be required.

**8.12 Governing Law.** All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Developer irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as City may deem appropriate, in connection with any legal action or proceeding arising out of or relating to



this Agreement or the other Project Documents. Assuming proper service of process, Developer also waives any objection regarding personal or *in rem* jurisdiction or venue.

**8.13 Severability of Provisions.** No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of the Project Documents are hereby declared to be severable.

**8.14 Headings.** Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

**8.15 Conflicts.** In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

**8.16 Time of the Essence.** Time is of the essence of all of the Project Documents.

**8.17 Conflict of Interest.** No member, official or employee of City or Authority shall have any direct or indirect financial interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

**8.18 Warranty Against Payment of Consideration.** Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

**8.19 Real Estate Commissions.** Each of the City, the Authority and the Developer represents to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisition of all or part of the Site, and agrees to hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

**DEVELOPER:**

**HABITAT FOR HUMANITY, RIVERSIDE, INC.,**  
a California nonprofit public benefit corporation

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

Its:

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

Its:

**CITY:**

**CITY OF MORENO VALLEY,** a municipal  
corporation

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

Henry T. Garcia

Its: City Manager

**AUTHORITY:**

**HOUSING AUTHORITY OF THE CITY OF  
MORENO VALLEY,** a public body, corporate and  
politic

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

Henry T. Garcia

Its: Executive Director

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk and Authority Secretary

**ATTACHMENT NO. 1**

**MAP**

[to come]

**ATTACHMENT NO. 2**  
**LEGAL DESCRIPTION OF THE SITE**

That real property located in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

## ATTACHMENT NO. 3

### SCHEDULE OF PERFORMANCE

For the purposes of this Schedule of Performance, the "Date of Agreement" is May 1, 2013. The City Manager may extend by not more than ninety (90) days the time under this Schedule of Performance by which any obligation of Developer shall be performed.

1. Acknowledgment as to Fees. Developer delivers acknowledgment to City as to fees as described under Section 3.1(j). Within twenty (20) days after the Date of Agreement
2. Satisfaction of Conditions Precedent. Developer shall satisfy the Conditions Precedent. Not later than sixty (60) days after the Date of Agreement.
3. Closing. The Site is conveyed to the Developer, and the City Developer Note is executed and delivered to the City, and the City Developer CC&Rs and the City Developer Deed of Trust are recorded and delivered to the City. Within thirty (30) days after the satisfaction of the Conditions Precedent and not later than the ninetieth (90<sup>th</sup>) day after the date of the Agreement.
4. Commencement of Construction. The Director shall commence construction of the Improvements, as follows: a first phase, which consists of four (4) Houses and related improvements; and a second phase, which consists of at least an additional four (4) Houses and related Improvements. As to the first phase: Within ninety (90) days after the Date of Agreement; as to the second phase: within ninety (90) days after the first anniversary of the Date of Agreement.
5. Completion of Construction. Developer shall complete construction of the Improvements. As to the first phase: Within one hundred (100) days after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction of the first phase Improvements; and As to the second phase: Within one hundred (100) days after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction of the second phase Improvements.
6. Review of Eligibility of Program Participants. The City Manager reviews eligibility. Within thirty (30) days after receipt of a complete package sufficient for City to review affordable housing costs and income eligibility, including all documentation required pursuant to the

Agreement and under any loan proposed to be senior to the City's loan to the corresponding Program Participant.

7. Conveyances to Initial Homebuyers. The conveyances to the Initial Homebuyers are accomplished in conformity with this Agreement.

As to the first phase: Within three hundred (300) days after the Date of Agreement; and as to the second phase: within three hundred (300) days after the first anniversary of the Date of Agreement.

ATTACHMENT NO. 4

CITY DEVELOPER NOTE

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$2,627,000.00                      Moreno Valley, California                      \_\_\_\_\_, 2013

FOR VALUE RECEIVED, HABITAT FOR HUMANITY, RIVERSIDE, INC., a California nonprofit public benefit corporation (the "Developer" or "Maker"), promises to pay to the HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic (the "City" or "Holder"), at its offices at 14177 Frederick Street, Moreno Valley, California 92552, or at such other place as City may from time to time designate in writing, (a) the principal sum of Two Million Six Hundred Twenty-Seven Thousand Dollars (\$2,627,000.00); and (b) all costs and expenses payable hereunder.

R E C I T A L S

A. This Promissory Note (the "Note") is made pursuant to that certain Affordable Housing Agreement by and among the Developer and the City, dated as of May 1, 2013 (the "Agreement").

B. Capitalized terms not described herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, Developer agrees as follows:

1. **Agreement.** The principal sums hereunder have been and are being loaned by City to Developer in accordance with and pursuant to the Agreement, which is a public record on file in the office of the Secretary of the City. The terms of the Agreement are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. A default under any of the provisions of the Agreement shall be a default hereunder, and a default hereunder shall be a default under the Agreement. This Note shall be a nonrecourse note. Maker and Holder agree and acknowledge that in the event Developer fully performs under the Agreement, the result would be that payment will not be required under this Note, the overriding purpose of this Note being to provide assurance for the performance by the Developer under the Agreement. This Note shall be nonrecourse.

2. **Interest.** Interest shall accrue on the unpaid principal amount of this Note at the rate of three percent (3%) simple interest per annum in lawful money of the United States of America.

3. **Payment.** The entire balance due under this Note shall be paid to the City, or otherwise satisfied as provided below, upon the first to occur of: (i) the sale or other conveyance of the Site or portion thereof contrary to the Agreement; (ii) twenty-four (24) months after the Date of Agreement; (iii) the sale or other conveyance of the Site or portion thereof except in the event individual Homebuyer Properties are conveyed by Developer to Program Participants in conformity with Sections 6.1 to 6.4 of the Agreement; or (iv) the uncured default of Developer under the Agreement, this Note or the City Developer Deed of Trust. Concurrent with the conveyance of a House to the initial Program Participant as to such House in conformity with this Agreement and the corresponding Homebuyer Loan Agreement, the City shall release the Developer from that portion of

the Developer's liability under the City Developer Note and the City Deed of Trust and the amount of the City Developer Note shall be deemed to be reduced by one-eighth (1/8th) for each House so conveyed in conformity until no balance remains under the City Developer Note. The release of Developer as to one House shall not effect a release as to any other Houses or any other portion of the Site; each release shall be handled on a per-House basis.

4. **Form of Payments.** All amounts due hereunder are payable in immediately available funds and lawful monies of the United States of America.

5. **Application of Payments.** All payments shall be applied first to costs and fees owing hereunder, second to the payment of accrued interest and third to the payment of principal.

6. **Prepayment.** At any time, Developer may prepay in whole or in part the outstanding principal balance under this Note, together with all accrued and unpaid fees, costs and expenses payable hereunder, without penalty.

7. **Security.** Upon satisfaction of the Conditions Precedent, as defined in the Agreement, any remaining unpaid balance hereunder (including accrued interest, fees and costs), at the option of the City Manager of the City in his sole and absolute discretion, are secured by the City Developer Deed of Trust of even date herewith. The terms of the City Developer Deed of Trust are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. To the extent any unpaid balance hereunder is so secured by the City Developer Deed of Trust, a default under any of the provisions of the City Developer Deed of Trust shall be a default hereunder, and a default hereunder shall be a default under the City Developer Deed of Trust.

8. **Acceleration and Other Remedies.** Upon: (a) the occurrence of an Event of Default or (b) Developer selling, contracting to sell, giving an option to purchase, conveying, leasing, encumbering, or alienating the Site, or any interest in the Site, or suffering its title, or any interest in the Site to be divested, whether voluntarily or involuntarily, other than sales to Program Participants of Homebuyer Properties in conformity with the Agreement, without the prior written consent of the City, City may, at City's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the City Developer Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the City Developer Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder, under the Agreement or under the City Developer Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.



9. **Alternate Rate.** Upon the occurrence of any Event of Default, or upon the maturity hereof (by acceleration or otherwise), the entire unpaid principal sum, at the option of City, shall bear interest, from the date of occurrence of such Event of Default or maturity and after judgment and until collection, at the "Alternate Rate", such rate being the highest interest rate then permitted by law by a City within the State of California. Interest calculated at the Alternate Rate, when and if applicable, shall be due and payable immediately without notice or demand. Developer agrees that in the event of any Event of Default, City will incur additional expense in servicing the loan evidenced by this Note and will suffer damage and loss resulting from such Event of Default. Developer agrees that in such event City shall be entitled to damages for the detriment caused thereby, which damages are extremely difficult and impractical to ascertain. Therefore, Developer agrees that the Alternate Rate (as applied to the unpaid principal balance, accrued interest, fees, costs and expenses incurred) is a reasonable estimate of such damages to City, and Developer agrees to pay such sum on demand.

10. **Waivers.** Developer and all endorsers, guarantors and sureties hereof jointly and severally waive presentment, protest, notice of protest, notice of dishonor, diligence in collection, and the benefit of any exemption under any homestead exemption laws, if applicable.

11. **Consents.** Developer and all endorsers, guarantors and sureties consent to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Developer, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Developer or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

12. **Successors and Assigns.** Whenever "City" is referred to in this Note, such reference shall be deemed to include the City of Moreno Valley and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Developer, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City's successors and assigns.

13. **Usury.** It is the intention of Developer and City to conform strictly to the Interest Law, as defined below, applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest and any other charges or consideration constituting interest under the applicable Interest Law that is taken, reserved, contracted for, charged or received under this Note, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction, shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any excess of interest in such respect is provided for in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, then, in such event:

(a) the provisions of this paragraph shall govern and control;

(b) neither Developer nor Developer's heirs, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law applicable to this loan transaction;

(c) any excess shall be deemed canceled automatically and, if theretofore paid, shall be credited on this Note by City or, if this Note shall have been paid in full, refunded to Developer; and

(d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as defined below), allowed under such Interest Law, as now or hereafter construed by courts of appropriate jurisdiction. To the extent permitted by the Interest Law applicable to this loan transaction, all sums paid or agreed to be paid to City for the use, forbearance or detention of the indebtedness evidenced hereby shall be amortized, prorated, allocated and spread throughout the full term of this Note. For purposes of this Note, "Interest Law" shall mean any present or future law of the State of California, the United States of America, or any other jurisdiction which has application to the interest and other charges under this Note. The "Maximum Legal Rate of Interest" shall mean the maximum rate of interest that City may from time to time charge Developer, and under which Developer would have no claim or defense of usury under the Interest Law.

14. **Costs of Enforcement.** Developer agrees to pay upon demand all reasonable costs and expenses, including attorneys' fees and disbursements (including appeals), incurred by the City of this Note to enforce the terms hereof. In addition to the foregoing award of attorneys' fees, City shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to enforce any judgment in connection with this Note. This provision is separate and several and shall survive the merger of this provision into any judgment.

15. **Miscellaneous.** Time is of the essence hereof. If this Note is now, or hereafter shall be, signed by more than one party or person, it shall be the joint and several obligation of such parties or persons (including, without limitation, all makers, endorsers, guarantors and sureties), and shall be binding upon such parties and upon their respective successors and assigns. This Note shall be governed by and construed under the laws of the State of California. Developer irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as City hereof may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Note. Developer also waives any objection regarding personal or in rem jurisdiction or venue.

**"Developer"**

**HABITAT FOR HUMANITY, RIVERSIDE, INC.,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ATTACHMENT NO. 5

CITY DEVELOPER DEED OF TRUST

WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attn: City Manager

APN \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(SHORT FORM)

This DEED OF TRUST is made as of \_\_\_\_\_, 2013 between HABITAT FOR HUMANITY, RIVERSIDE, INC., a California nonprofit public benefit corporation ("Trustor"), whose address is 2180 Iowa Avenue, Riverside, California 92507, TICOR TITLE COMPANY OF CALIFORNIA ("Trustee"), and the HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic ("Beneficiary").

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) that certain Promissory Note more particularly described below, executed and delivered pursuant to an Affordable Housing Agreement between Trustor and Beneficiary dated as of May 1, 2013 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record. All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment under that certain promissory note dated as of \_\_\_\_\_, 2013, made by Trustor in favor of Beneficiary in the principal sum of U.S. \$2,627,000.00 (the "Promissory Note"), and extensions or renewals thereof with the balance of the indebtedness, due and payable on occurrence of an event of acceleration as defined in the Promissory Note, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, (3) payments, if any, otherwise due and payable under the Agreement, (4) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually

agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County on August 18, 1964, commencing at Book 3778, Page 347 of Official Records of the County Recorder for the County of Riverside shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

**IN WITNESS WHEREOF**, Trustor has duly executed this Deed of Trust as of the date first above written.

**“Trustor”:**

**HABITAT FOR HUMANITY, RIVERSIDE, INC.,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

That real property located in the City of Moreno Valley, County of Riverside, State of California,  
described as follows:

[To come]

APN [to come]

## EXHIBIT B

### RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of \_\_\_\_\_, 2013 (“the “Deed of Trust”), executed by Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation, as “Trustor”, to TICOR Title Company of California, a California corporation, as “Trustee”, for the benefit of the Housing Authority of the City of Moreno Valley, a public body, corporate and politic, as “Beneficiary”.

1. DEFAULT. A default or breach under any of the following shall, at Beneficiary’s option, constitute a default under this Deed of Trust:

(a) A default under that certain Affordable Housing Agreement, executed by Trustor as Developer and Beneficiary, as City;

(b) A breach of the Conditions, Covenants, and Restrictions (“City Developer CC&Rs”, as so defined under the Agreement) of even date herewith, executed by the Trustor, as Developer; or

(c) A default under any other deed of trust encumbering the Property.

2. DUE ON SALE OR ENCUMBRANCE. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term “Transfer” means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements situated on the Property; provided that a sale of the Property to a Low Income Household at an Affordable Housing Cost with City’s prior written approval accomplished in strict conformity with Section 4 of the Homebuyer Loan Agreement shall not be deemed to constitute grounds for acceleration under this Deed of Trust. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

## DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof

EXHIBIT B TO ATTACHMENT NO. 5-2

DOCSOC/1612232v5/022432-0032

regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

**B.** It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.



After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE  
TO \_\_\_\_\_, TRUSTEE**

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

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

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

Please mail Deed of Trust,  
Note and Reconveyance to

\_\_\_\_\_

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

**DEED OF TRUST  
with power of sale**

\_\_\_\_\_  
**TRUSTEE**

**ATTACHMENT NO. 6**

**HOMEBUYER LOAN AGREEMENT**

THIS HOMEBUYER LOAN AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2013 by and among [NAME OF HOMEBUYER], a [capacity] ("Program Participant" or "Trustor") and the CITY OF MORENO VALLEY, a municipal corporation (the "City" or "Beneficiary").

**R E C I T A L S**

**A.** The City entered into an agreement (the "Affordable Housing Agreement", dated as of May 1, 2013) with Habitat for Humanity, Riverside, Inc. (the "Seller") under which Seller purchased certain property (the "Site") from the City and was required to build eight (8) houses thereon.

**B.** Seller divided the Site into not fewer than eight (8) lots. Subsequently, Program Participant has agreed with Seller that Seller and Program Participant shall construct one (1) single-family dwelling (the "Program Participant House") on that certain property known as [insert address or APN], Moreno Valley, California, and more particularly described in Exhibit "A" hereto (the "Property").

**C.** Program Participant requires assistance to purchase the Property and would not be able to purchase the Property without such assistance. Program Participant is a Low Income household (as defined in Section 4, below) and currently earns more than fifty percent (50%) but less than eighty percent (80%) of the current annual median income for the Riverside County area, as those terms are defined by California Health and Safety Code Sections 50079.5 and 50052.5.

**D.** Program Participant has represented to the City and to the Seller that Program Participant and Program Participant's immediate family intend to reside at the Program Participant House on the Property at all times throughout the term of this Agreement.

**E.** The City desires to assist persons of Low Income to purchase residential property as part of its efforts to increase, improve, and preserve Low Income housing available at an affordable housing cost within the corporate limits of the City.

**F.** The City wishes to lend, and Program Participant wishes to borrow, funds to assist Program Participant to purchase the Property upon the terms and conditions set forth herein.

**G.** Program Participant represents and warrants to City that Program Participant and Program Participant's immediate family intend to reside in the Property as the family's principal residence at all times during the period of Program Participant's ownership of the Property.

**H.** For an approximately 45-year period as set forth in Section 4 hereof as the "Affordability Period", the Property may only be transferred to Low Income Households at an Affordable Housing Cost ("Eligible Persons and Families") which transferee(s) execute agreements with the City substantially in the form of this Agreement along with the attachments hereto, or assumptions in form acceptable to and approved by City.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

ATTACHMENT NO. 6-1

DOCSOC/1612232v5/022432-0032

1. Homebuyer Senior Loan and Homebuyer Junior Loan. In connection with the purchase of the Property by the Program Participant from the Seller, the City shall be deemed to have loaned to Program Participant the amount of Two Hundred Six Thousand Two Hundred Fifty Dollars (\$206,250.00), which loan is referred to herein as the "Homebuyer Senior Loan", and additionally the amount of Two Hundred Thousand Dollars (\$200,000.00), which loan is referred to at the "Homebuyer Junior Loan". The Homebuyer Senior Loan shall be entered by the "Homebuyer Senior Note" as described below, and the Homebuyer Junior Loan shall be entered by the "Homebuyer Junior Note" as described below. No money will be disbursed by the City at Closing in connection with the Homebuyer Senior Loan; the Homebuyer Senior Loan represents the estimated equity in the Property provided by the efforts of the City and reflects the difference between (i) the fair market value of the Property as of the date of the Purchase Agreement and (ii) the purchase price of Two Hundred Thousand Dollars (\$200,000) (the "Original Homebuyer Purchase Price") under the purchase agreement between the Program Participant and Seller dated as of \_\_\_\_\_, 2013 (the "Purchase Agreement") plus the "Sweat Equity Amount" as described below. After the recording of the deed from Seller conveying title to the Property to the Program Participant (the "Seller Deed", which shall be substantially in the form of Exhibit "K" hereto), the Program Participant shall make payments to City as required under the Homebuyer Junior Loan and, to the extent required, the Homebuyer Senior Loan, respectively. City will administer the allocation of payments between City and Seller; such allocation is a matter with which Program Participant need not be concerned.

Prior to the conveyance of the Property to Program Participant by Seller, Program Participant shall execute and deliver to the City a promissory note in favor of the City as holder, in the form of the "Homebuyer Senior Note" attached hereto as Exhibit "B" and incorporated herein. Program Participant shall also execute and deliver to the City a deed of trust, duly recorded, encumbering the Property which shall secure the Homebuyer Senior Note (the "Homebuyer Senior Deed of Trust"), in the form of Exhibit "C" attached hereto and incorporated herein. The terms of the Homebuyer Senior Note are set forth in subsections (a), (b) and (c) of this Section 1. Program Participant shall also execute and deliver to the City a promissory note in favor of the City as holder, in the form of the "Homebuyer Junior Note" attached hereto as Exhibit "I" and incorporated herein. Program Participant shall also execute and deliver to the City a deed of trust, duly recorded, encumbering the Property which shall secure the Homebuyer Junior Note (the "Homebuyer Junior Deed of Trust"), in the form of Exhibit "J" attached hereto and incorporated herein. The Homebuyer Junior Note requires that Program Participant make scheduled monthly payments as further described in the Homebuyer Junior Note.

In addition, Program Participant shall execute and deliver to the City, duly recorded, the "Homebuyer Acknowledgment of Covenants" (in the form of Exhibit "H" to this Agreement), duly recorded. By this agreement and under the Homebuyer Acknowledgment of Covenants, the Program Participant agrees that the Property is subject to and Program Participant agrees to comply with the provisions of each of (i) the "Authority Deed" (as recorded as Document No. \_\_\_\_\_ among the official land records of the County Recorder of the County of Riverside) and that certain Declaration of Conditions, Covenants and Restrictions recorded as Document No. \_\_\_\_\_ among the official land records of the County Recorder of the County of Riverside (the "City Developer CC&Rs"). Program Participant agrees and acknowledges that Program Participant has been provided with and has reviewed a copy of each of the Authority Deed and the City Developer CC&Rs and each and every document referenced therein.

(a) Homebuyer Junior Note. Program Participant shall execute, as maker, and deliver to City, a promissory note in favor of City, as holder, in the form of Exhibit "I" (the "Homebuyer Junior Note") attached hereto and incorporated herein by this reference. As more particularly provided in the Homebuyer Junior Note, the essential terms and conditions of the Homebuyer Junior Note are as follows:

(i) Homebuyer Junior Note Provisions. The Homebuyer Junior Note shall be for the original principal amount of Two Hundred Thousand Dollars (\$200,000.00) (the "Homebuyer Junior Note Amount"). Payment shall be secured by the Homebuyer Junior Deed of Trust. The Homebuyer Junior Note shall contain the following provisions:

(aa) Interest Rate. The Homebuyer Junior Note Amount shall accrue no (0%) interest unless and until an event of acceleration occurs as described in the Homebuyer Junior Note.

(bb) Time of Payment. Regular monthly payments, due on the first date of each month commencing after recording of the Seller Deed, shall be made by Program Participant to City. The amount of such payments is set forth on the Homebuyer Junior Note. Program Participant shall make all payments under the Homebuyer Junior Note and the City.

(cc) Acceleration. The whole of the Homebuyer Junior Note Amount and all other payments due hereunder shall become due and immediately payable to City by Program Participant upon the occurrence of any one of the following events of acceleration:

(1) Program Participant sells or transfers the Property (or any part thereof) by any means, including, without limitation, the lease, exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (A) a sale of the Property to a qualified Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with this Agreement, or (B) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting Program Participant, so long as the transferee(s) give written notice supported by reasonable evidence of such event to City within thirty (30) days of its occurrence and the transferee(s) assume Program Participant's obligations under this Agreement, by execution of an assignment and assumption agreement to be provided by City, or (C) a sale or transfer which under federal law would not, by itself, permit City to exercise a due on sale or due on encumbrance clause;

(2) Program Participant is in violation of this Agreement, the Homebuyer Senior Note or the Homebuyer Junior Loan.

(3) Program Participant fails to occupy the Property as Program Participant's principal residence or is in default of any other obligation under this Agreement.

At the request of Program Participant, and for a specific occasion, City may, in its sole and absolute discretion, in writing waive the requirements of this subsection (cc) and defer repayment and/or extend the term of the Homebuyer Junior Note Amount. Any waiver or deferment shall be on a case by case basis, and no future rights for waiver or deferment shall arise or be implied.

(dd) Security. Payment under the Homebuyer Junior Note, shall be secured by a deed of trust and rider thereto encumbering the Property, substantially in the form attached hereto as Exhibit "J" hereto (the "Homebuyer Junior Deed of Trust"). The Homebuyer Junior Deed of Trust shall be executed by Program Participant, as trustor, in favor of City, as beneficiary. The Homebuyer Junior Deed of Trust shall be subordinate only to the City Developer CC&Rs as well as the Homebuyer Senior Deed of Trust.

(ee) No Subordination. The lien that secures payment under the Homebuyer Junior Note shall not be subordinate to any other deed of trust other than the Homebuyer Senior Deed of Trust.

(ff) Prepayment. Program Participant may prepay amounts under the Homebuyer Junior Note. However, the restrictions of the City Developer CC&Rs and the Homebuyer Senior Deed of Trust shall continue in full force and effect, notwithstanding any such prepayment or other payments without regard to amount.

(gg) Assumption Under Homebuyer Junior Note. The Homebuyer Junior Note may be assumed only by a qualified subsequent purchaser of the Property which purchaser has obtained the prior written approval of the City.

(hh) Participant's Waivers. As to the Homebuyer Junior Note, Program Participant waives any rights to require City to: (i) demand payment of amounts due (known as "presentment"), (ii) give notice that amounts due have not been paid (known as "notice of dishonor") and (iii) obtain an official certification of nonpayment (known as "protest").

(b) Repayment Under the Homebuyer Junior Note. If there is an event of acceleration pursuant to Section 1(a)(i)(cc)(1) above, Program Participant shall pay amounts due under the Homebuyer Junior Note.

(i) Homebuyer Junior Note Amount Due In Full. The whole of the Homebuyer Junior Note Amount shall be due in full when an event of acceleration occurs. The process shall be repeated and the whole of the Homebuyer Senior Note Amount shall be due and payable upon each and every occurrence of an event of acceleration which takes place during the Affordability Period. After paying all costs and fees relating to the transaction, if any (such as escrow fees, transfer taxes, recording fees, brokerage commissions and similar costs), the proceeds of any such transaction (or, in the case of any event of acceleration other than a sale, an amount representing the appraised value of the Property as determined by an appraiser retained for such purpose by the City) shall be distributed or applied in the following order of priority:

(aa) Payment to City Homebuyer Junior Note up to the original principal amount of the Homebuyer Junior Note;

(bb) Repayment to City of the principal amount due under the Homebuyer Senior Note;

(cc) Payment to City of all other amounts due under the Homebuyer Senior Note;

(dd) Payment to City of any other amounts due under the Homebuyer Loan Agreement; and

(ee) Payment to the Program Participant of any equity share allocable to Program Participant under the Homebuyer Junior Loan.

(c) Homebuyer Senior Note. Program Participant shall execute, as maker, and deliver to City (or deliver to escrow for delivery to City at Closing), a promissory note in favor of City, as holder, in the form of Exhibit "B" (the "Homebuyer Senior Note") attached hereto and incorporated herein by this reference. As more particularly provided in the Homebuyer Senior Note, the essential terms and conditions of the Homebuyer Senior Note are as follows:

(i) Homebuyer Senior Note Provisions. The Homebuyer Senior Note shall be for the original principal amount of Two Hundred Six Thousand Two Hundred Fifty Dollars (\$206,250.00) (the "Homebuyer Senior Note Amount"). Payment shall be secured by the Homebuyer Senior Deed of Trust. The Homebuyer Senior Note shall contain the following provisions:

(aa) Interest Rate. The Homebuyer Senior Note Amount shall accrue no (0%) interest unless and until an event of acceleration occurs as set forth in Section 1(a)(i)(cc), in which event an "Equity Share Amount" as described in Section 1(e) hereof shall become due and payable by the Program Participant. The Homebuyer Senior Note shall, however, include provisions for equity share payments as referenced in subsection (e) of this Section 1.

(bb) Time of Payment. In the event that Program Participant is in compliance with all of the requirements of this Agreement and the Homebuyer Senior Note Amount has not earlier become due and payable, as provided in Paragraph (cc) below, the Homebuyer Senior Note Amount shall be due and payable on the forty-fifth (45th) anniversary of the date of the Homebuyer Senior Note.

(cc) Acceleration. The whole of the Homebuyer Senior Note Amount, the Equity Share Amount, and all other payments due hereunder shall become due and immediately payable to City by Program Participant upon the occurrence of any one of the following events of acceleration:

(1) Program Participant sells or transfers the Property (or any part thereof) by any means, including, without limitation, the lease, exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (A) a sale of the Property to a qualified Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with this Agreement, or (B) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting Program Participant, so long as the transferee(s) give written notice supported by reasonable evidence of such event to City within thirty (30) days of its occurrence and the transferee(s) assume Program Participant's obligations under this Agreement, by execution of an assignment and assumption agreement to be provided by City, or (C) a sale or transfer which under federal law would not, by itself, permit City to exercise a due on sale or due on encumbrance clause;

(2) Program Participant is in violation of this Agreement, the Homebuyer Junior Loan or the Homebuyer Senior Note.

(3) Program Participant fails to occupy the Property as Program Participant's principal residence or is in default of any other obligation under this Agreement.

At the request of Program Participant, and for a specific occasion, City may, in its sole and absolute discretion, in writing waive the requirements of this subsection (cc) and defer repayment and/or extend the term of the Homebuyer Senior Note Amount. Any waiver or deferment shall be on a case by case basis, and no future rights for waiver or deferment shall arise or be implied.

(dd) Security. Payment under the Homebuyer Senior Note, shall be secured by a deed of trust and rider thereto encumbering the Property, substantially in the form attached hereto as Exhibit "C" hereto (the "Homebuyer Senior Deed of Trust"). The Homebuyer Senior Deed of Trust shall be executed by Program Participant, as trustor, in favor of City, as beneficiary. The Homebuyer Senior Deed of Trust shall be subordinate only to a Declaration of Conditions, Covenants and Restrictions recorded on \_\_\_\_\_, 2013 as Document No. \_\_\_\_\_ among the official land records of the County of Riverside (the "City Developer CC&Rs").

(ee) No Subordination. The lien that secures payment under the Homebuyer Senior Note shall not be subordinate to any other deed of trust.

(ff) Prepayment. Program Participant may prepay amounts under the Homebuyer Senior Note. However, notwithstanding the making of any prepayments, the Program Participant (and any successors) shall remain responsible for Equity Share Payments to the City. In any event, the restrictions of the City Developer CC&Rs shall continue in full force and effect, notwithstanding any such prepayment or other payments without regard to amount.

(gg) Assumption Under Homebuyer Senior Note. The Homebuyer Senior Note may be assumed only by a qualified subsequent purchaser of the Property which purchaser has obtained the prior written approval of the City.

(hh) Participant's Waivers. As to the Homebuyer Senior Loan, Program Participant waives any rights to require City to: (i) demand payment of amounts due (known as "presentment"), (ii) give notice that amounts due have not been paid (known as "notice of dishonor") and (iii) obtain an official certification of nonpayment (known as "protest").

(d) Repayment Under the Homebuyer Senior Note. If there is an event of acceleration pursuant to Section 1(a)(i)(cc)(1) above, Program Participant shall pay amounts due under the Homebuyer Senior Note.

(i) Homebuyer Senior Note Amount Due In Full. The whole of the Homebuyer Senior Note Amount, including without limitation the Equity Share Amount, shall be due in full when an event of acceleration occurs. The process shall be repeated and the whole of the Homebuyer Senior Note Amount, including without limitation the Equity Share Amount, shall be due and payable upon each and every occurrence of an event of acceleration which takes place



during the Affordability Period. After paying all costs and fees relating to the transaction, if any (such as escrow fees, transfer taxes, recording fees, brokerage commissions and similar costs), the proceeds of any such transaction (or, in the case of any event of acceleration other than a sale, an amount representing the appraised value of the Property as determined by an appraiser retained for such purpose by the City) shall be distributed or applied in the following order of priority:

- (aa) Repayment to City of the principal amount due under the Homebuyer Senior Note;
- (bb) Payment to City of all other amounts due under the Homebuyer Senior Note;
- (cc) Payment to City of the principal amount due under the Homebuyer Junior Note;
- (dd) Payment to City of all other amounts due under the Homebuyer Junior Note;
- (ee) Payment to City of any other amounts due under the Homebuyer Loan Agreement;
- (ff) Payment to the Program Participant of any equity share allocable to Program Participant; and
- (gg) the remainder, if any, shall be allocated 30% to Seller and 80% to City.

(e) Equity Share Amount(s). In the event the Homebuyer Senior Note Amount becomes due and payable pursuant to Section 1 above, Trustor shall pay to Beneficiary the “Equity Share Amount”, as hereafter defined. An Equity Share Amount shall be payable each and every time an event described in Section 1(a)(i)(cc)(1) occurs during the Affordability Period.

(1) Calculation of Equity Share Amount. The “Equity Share Amount” means an amount equal to a percentage share of the appreciation of the Property determined by multiplying a variable percentage factor (“Variable Applicable Factor”) by the difference between the Sales Price and the Purchase Price.

(2) Variable Applicable Factor Calculation. The Variable Applicable Factor shall be calculated by dividing the Beneficiary’s total initial equity contribution (“City/Authority Contribution”) by the sum of the City/Authority Contribution plus the Trustor’s total initial equity contribution, including the “Sweat Equity Amount” as described below (“Participant Contribution”). In other words the City/Authority Contribution shall be the numerator, and the sum of the City/Authority Contribution plus the Participant Contribution shall be the denominator of a fraction that equals a percentage that is the Variable Applicable Factor (subject to subsection (i)).

$$\text{Variable Applicable Factor} = \frac{\text{City/Authority Contribution}}{\text{City/Authority Contribution} + \text{Participant Contribution}}$$

For example, if the City/Authority Contribution equals \$206,250 (for purposes of illustration) and the Participant Contribution equals \$30,000, the Variable Applicable Factor would equal 87.30% (\$206,250 divided by the sum of \$206,250 plus \$30,000).

$$87.30\% \text{ (Variable Applicable Factor)} = \frac{\$206,250 \text{ (City/Authority Contribution)}}{\$206,250 \text{ (City/Authority Contribution)} + \$30,000 = (\$236,250) \text{ (Participant Contribution)}}$$

The "City/Authority Contribution" is the sum of the following amounts contributed by Beneficiary to the value of the Property, determined as follows: (i) principal amount of the Promissory Note Amount; (ii) the Affordable Housing Cost Subsidy, as hereinafter defined, to the extent not already counted within the principal amount of the Homebuyer Senior Note Amount; and (iii) the principal amount(s) of any other loan(s) or subsidy(ies) provided by the City (or City).

The "Participant Contribution" is the sum of the following amounts contributed by Trustor to the value of the Property: (i) the amount of Thirty Thousand Dollars (\$30,000.00) (the "Sweat Equity Amount"), which represents the agreed upon value of the work provided by the Program Participant; (ii) Trustor's cash down payment plus Trustor's portion of closing costs; and (iii) the original principal amount of loans(s) or other subsidy(ies) secured by Program Participant or trustor, (excluding and other than loan(s) or subsidy(ies) provided by City or City) and applied by Program Participant towards the purchase of the Property.

The "Purchase Price" is the original purchase price paid by Program Participant (or trustor as the qualified successor owner of the Property) to the seller of the Property ("Seller") for Seller's interest in the Property, exclusive of escrow fees, title insurance costs, broker's commissions, loan fees or any other closing or transaction costs. Subject to the provisions set forth hereinbelow, the value of Qualified Capital Improvements shall be added to the Purchase Price when calculating the Equity Share Amount(s).

The "Sales Price" is the price to be paid by the prospective buyer of the Property ("Buyer") to Program Participant (or trustor as the qualified successor owner of the Property) for Program Participant's (or Trustor's) interest in the Property, exclusive of reasonable escrow fees, title insurance costs, broker's commissions, loan fees or any other closing or transaction costs. The Sales Price shall be established in conformity with subsection (h)(i) hereof. In the event of Program Participant's (or Trustor's) refinancing, failure to occupy, or default, the "Sales Price" shall be established in conformity with subsection (h)(ii) hereof.

The "Affordable Housing Cost Subsidy" is an amount of subsidy City has provided to Trustor by making the Property available for purchase at a price which constitutes Affordable Housing Cost. The Affordable Housing Cost Subsidy is deemed to equal the difference between: (i) the sum of Two Hundred Fifty Thousand Dollars (\$250,000), which amount is deemed to represent the fair market value of the Property as of the date of the Purchase Agreement and (ii) the Original Homebuyer Purchase Price.

Notice to City. Program Participant (or Program Participant's heirs following the death of Program Participant) agrees to notify City not less than thirty (30) days prior to (i) the opening of escrow for the sale of the Property, (ii) the signing of any agreements or documents

related to the transfer, including, without limitation, lease, exchange or other disposition of any interest in the Property, (iii) any proposed refinancing, or (iv) the close of Program Participant's probate estate. Nothing in this Section 1(c), however, shall be construed to authorize the Property to be leased or rented.

(3) Using the Variable Applicable Factor to Determine the Equity Share Amount. The Equity Share Amount is calculated by multiplying the Variable Applicable Factor by the difference between the Sales Price and the Purchase Price. For example, if the Variable Applicable Factor equals 87.30%, the Equity Share Amount would then equal 87.30% (Variable Applicable Factor) x (Sales Price minus the Purchase Price).

In the above example, if the Sales Price equals \$500,000 and the Purchase Price (for a sale occurring prior to the fifth anniversary of the acquisition of the Homebuyer Property by the original owner and assuming no Qualified Capital Improvements) equals \$250,000, the Equity Share Amount would equal \$218,250 (87.30% x (\$500,000 minus \$250,000)). Note: the setting forth of the examples herein does not indicate that such sales are permitted; the restrictions as to affordable housing cost and Low Income households are set forth in the Agreement and the City Developer CC&Rs will apply.

$$87.30\% \text{ (Variable Applicable Factor)} \times \$250,000 \text{ (Sales Price - Purchase Price)} = \$218,250 \text{ (Equity Share Amount)}.$$

Using the same example but assuming that the sale takes place after the fifth and prior to the sixth anniversary of the acquisition of the Homebuyer Property by the original owner, the Equity Share Amount would equal \$215,750 (87.30% Variable Rate Factor [87.30 - 1 = 86.30] x \$250,000 [Sales Price - Purchase Price] = \$215,750 [Equity Share Amount]).

(4) Calculation of Equity Share Amount for Subsequent Buyers (Participants). If pursuant to the Agreement, a Buyer has fully assumed the Trustor's obligations under the Agreement, the Homebuyer Senior Note and the Homebuyer Senior Deed of Trust, and such Buyer causes an event of acceleration to occur, the Equity Share Amount to be paid by such Buyer shall be calculated by multiplying the Variable Applicable Factor, established in (b) above, by the difference between the Sales Price, established in conformity with (h) hereof, and the Purchase Price.

(5) Credits for Trustor. Notwithstanding the foregoing portion of this Section 1(c), in calculating the Variable Applicable Factor, in the event the Program Participant occupies the Homebuyer Property in conformity with each of the Homebuyer Loan Agreement, and the City Developer CC&Rs for a period of not less than five (5) years (measured by anniversary of the date of acquisition of the corresponding Homebuyer Property by such Program Participant), the Variable Applicable Factor shall be reduced by one (1) percentage point. Thereafter, for each additional year that such Program Participant remains in conforming occupancy of the Homebuyer Property, the Variable Applicable Factor shall be reduced by two-tenths of one percentage point (.2). In the event of a change of ownership of the Homebuyer Property, the Variable Applicable Factor shall revert to the original percentage (as set forth in the illustrative example above, eighty seven and three-tenths percent [87.30%]), and the process for the availability of credits in respect to conforming occupancy of the Homebuyer Property shall be repeated in the manner described in the foregoing portion of this subsection (5).

(6) Qualified Capital Improvements. The value of any Qualified Capital Improvements completed by Trustor during Trustor's ownership of the Property shall be added to the Purchase Price when calculating the Equity Share Amount only if, not later than thirty (30) days prior to the Event of Acceleration causing the Equity Share Amount to become immediately due and payable pursuant to Section 1 hereof, Trustor submits the following to Beneficiary: (i) an itemized list of the Qualified Capital Improvements, (ii) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits, certificate of completion or original paid invoices or construction contracts), and (iii) an appraisal from a certified appraiser, in form and substance reasonably acceptable to the City Manager, the conclusion of which is that the Qualified Capital Improvements have added the stated amount to the fair market value of the Property.

If, within (30) days of receipt of the information concerning the Qualified Capital Improvements, Beneficiary questions the claimed increase in the value of the Property by reason of said Qualified Capital Improvements, Beneficiary and Trustor may, by mutual agreement, establish the value of the Qualified Capital Improvements or Beneficiary may require an appraisal of the Property, at Trustor's expense, by a second independent certified appraiser appointed by the Beneficiary to determine the fair market value of the Qualified Capital Improvements.

(dd) Determination of Sales Price; Appraisal.

(1) Upon Sale of the Property. In the event of a proposed sale of the Property by the Program Participant and not less than thirty (30) days after City receives actual notice of the opening of escrow in connection therewith, the City may elect to appoint a certified, independent appraiser to conduct an appraisal of the Property, at Program Participant's expense, to assist City in determining if the Sales Price is at or near the fair market value of the Property at such time. If the Sales Price is determined by the appraisal to be three percent (3%) or more below the fair market value of the Property as estimated in said appraisal, then the "Sales Price" for purposes of determining the Equity Share Amount shall be the fair market value of the Property established in said appraisal.

(2) Upon Refinancing/Failure to Occupy/Default. In the event of failure to occupy the Property in accordance with the Agreement, or default or breach of any provision of the Agreement which causes the Equity Share Amount to become immediately due and payable, the "Sales Price" for purposes of determining the Equity Share Amount shall be determined by an appraisal of the Property. City shall appoint a certified independent appraiser to conduct an appraisal of the Property, at Program Participant's expense. Program Participant agrees that in such event the Equity Share Amount shall be the Applicable Factor multiplied by the difference between the Original Purchase Price and "Sales Price" as established by the appraised value of the Property at the time of such refinancing, failure to occupy, or default of the Agreement.

(3) Appraisal Cost. In the event Program Participant fails to pay for the costs of any appraisal(s) required by this Section 1, the unpaid amount(s) shall constitute a lien against the Property.

(ee) **Program Participant's Acknowledgment of Equity Share Amount. PROGRAM PARTICIPANT ACKNOWLEDGES AND AGREES THAT UPON EACH SALE, TRANSFER OR REFINANCING OF THE PROPERTY OR OTHER EVENT OF ACCELERATION, PROGRAM PARTICIPANT SHALL PAY TO CITY A EQUITY**

**SHARE AMOUNT EQUAL TO A PERCENTAGE SHARE OF THE APPRECIATION OF THE PROPERTY AS CALCULATED PURSUANT TO THIS SECTION 1.**

**PROGRAM PARTICIPANT'S INITIALS:** \_\_\_\_\_ / \_\_\_\_\_

2. Maintenance of Property; Insurance. Program Participant shall maintain the improvements and landscaping on the Property in the manner prescribed by the City Developer CC&Rs. Program Participant shall maintain, during the term of the City Homeowner Loan, an all risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property. The policy shall name City as loss payee and shall contain a statement of obligation on behalf of the carrier to notify City of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Program Participant shall transmit a copy of the certificate of insurance and loss payee endorsement to City within thirty (30) days of the effective date of this Agreement, and upon request by City, Program Participant shall transmit to City further copies of the certificate of insurance and a loss payee endorsement. The copy of the certificate of insurance and loss payee endorsement shall be transmitted to City at the address set forth in Section 24 hereof. Any certificate of insurance must be in a form, content, and with companies reasonably acceptable to City.

3. Due on Sale, Transfer or Refinancing. Program Participant agrees to notify the City not less than thirty (30) days prior to (i) the sale or transfer of the Property or (ii) any refinancing of the lien of the Homebuyer Deed of Trust or any lien on the Property. The City Homebuyer Loan and all interest accrued thereon shall be due and payable upon (i) such sale or transfer, (ii) the refinancing of any lien against the Property, or (iii) Program Participant is no longer an occupant of the Property pursuant to Section 5 of this Agreement or is in material default of any other obligation pursuant to this Agreement. If the City is asked to forbear from enforcing the due-on-sale clause or to allow the assumption of the loan evidenced by the Homebuyer Senior Note, the party or parties so requesting shall prepare and submit to the City a complete package containing all information necessary to demonstrate and verify the income of the proposed transferee, the proposed housing cost, and all other information reasonably requested by the City Manager or which would have been required had such proposed transferee attempted to qualify as original Program Participant under the terms of the Agreement. At the request of Program Participant, the City may, in its sole discretion, waive the requirements of this Section 3 and extend the term of that of the Homebuyer Senior Note.

4. Sale to Low Income Household. For a period ("Affordability Period") commencing upon the date of the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the City Homeowner Note Amount will not become due and payable if, in strict conformity with all requirements of this Agreement, Trustor sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes the City Homeowner Note and the Agreement by an assignment and assumption agreement which is acceptable to the Beneficiary. Each purchaser shall be a Low Income Household, purchasing at an Affordable Housing Cost ("Eligible Persons and Families"), and which executes and delivers to City agreements with the City substantially in the form of this Agreement along with the attachments hereto, or assumptions in form acceptable to and approved by City.

"Low Income" or "Low Income Households" shall mean and include: Low Income households as defined in Health & Safety Code Section 50079.5. Low Income Households includes

very low income households, as defined in Health & Safety Code Section 50105 and extremely low income households, as defined in Health & Safety Code Section 50106; provided that in each event, the housing cost must be "Applicable Housing Cost" as defined below.

"Affordable Housing Cost" means as follows:

"Affordable Housing Cost" for each such subsequent owner (namely, Program Participant and all successors thereto during the 45-year Affordability Period) shall be as defined in Health & Safety Code Section 50052.5 (or its successor statute) and the implementing regulations thereto promulgated by the Housing and Community Development Department of the State of California. As of the date of the Agreement, Affordable Housing Cost means a monthly housing cost which does not exceed thirty percent (30%) times seventy percent (70%) of Median Income adjusted for family size appropriate to the Property; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%). Pursuant to Section 50052.5, if the Property has three bedrooms the presumed household size for purposes of the Agreement is four persons.

Subject to the prior written approval of the City having first been obtained, if the Property is sold during the Affordability Period by the Trustor to a Low Income Household, and the Sales Price does not exceed an "Affordable Housing Cost" to such Buyer, then so long as the Trustor is not in default of the Agreement, the City Homebuyer Note may be assumed by the Eligible Buyer by an assignment and assumption agreement which is acceptable to the Beneficiary. Upon the effective date of such assignment and assumption with the prior written approval of the City (which approval may require payment of an Equity Share), the assigning Trustor shall no longer be liable for any further obligations under the Agreement or the City Homebuyer Note which accrue after the date of such assignment and assumption. In order to verify the buyer's status as a Low Income Household, Trustor shall submit to the City the identity of the proposed buyer and adequate information evidencing the income and household size of the proposed buyer. Said income information shall be submitted together with the notice of proposed sale pursuant to Section 2 of the Agreement not less than thirty (30) days prior to opening of escrow for the proposed sale and shall include original or true copies of pay stubs, income tax records or other financial documents in order that the City may determine and verify the household income of the proposed buyer to determine whether the buyer is a Low Income Household and whether the Property is being transferred to such buyer at Affordable Housing Cost. If the City is unable to verify the buyer's income as provided herein prior to the proposed sale, then the buyer's income shall be deemed to exceed the maximum allowable income limit for Eligible Persons and Families.

The income of co-signers (individuals who sign only the Homebuyer Senior Promissory Note) and co-mortgagors (individuals who sign both the Homebuyer Senior Promissory Note and the grant deed) will be included for determining whether Program Participant is a Low Income Household, if such co-signers and co-mortgagors are part of Program Participant's household and are residing in the Property.

5. Occupancy Standards. The Property shall be used as the personal residence of Program Participant and Program Participant's immediate family and for no other purpose. Program Participant shall not enter into an agreement for the rental or lease of the Property. The number of persons residing in the Property shall be limited to the product of the number of bedrooms in the Property multiplied by two, plus one. (For example, a two bedroom house would be limited to occupancy by five persons, a three bedroom house would be limited to occupancy by seven persons,

etc.) Program Participant shall, upon demand by City, submit to City an affidavit of occupancy verifying Program Participant's compliance with this Section 5. Such affidavit may be required by City on an annual basis.

6. Income Information. Program Participant has submitted an eligibility verification form to the City prior to execution of this Agreement. Program Participant represents and warrants to the City that all information Program Participant has provided and will provide in the future is and will be true, correct and complete. Program Participant acknowledges that the City is relying upon Program Participant's representations that Program Participant's income does not exceed eighty percent (80%) of the area median income and would not have entered into this Agreement if Program Participant's income exceeded eighty percent (80%) of the area median income.

7. Loan Servicing. The City may contract with a private lender to originate and service the City Homebuyer Loan.

8. Married Sole and Separate Property. An individual taking title in this manner is subject to special requirements because of California Community Property Laws and the Internal Revenue Code. If Program Participant is legally separated, or has filed for divorce and a legal property disposition agreement exists between Program Participant and Program Participant's spouse, a quitclaim deed from Program Participant's spouse and a copy of the property disposition agreement may be required by City. In the absence of an existing legal property disposition agreement between Program Participant and Program Participant's spouse, as a condition of approval of City Homebuyer Loan, a quitclaim deed, a special agreement and a release of interest signed by both Program Participant and Program Participant's spouse, after consultation with an attorney, may be required by City. Additionally, if Program Participant's spouse is to reside in the household, their combined income must be included in the income test for eligibility under this Agreement.

9. [Intentionally Omitted].

10. Covenants. Program Participant and the City shall execute and cause to be recorded among the official land records of Riverside County, California, an "Acknowledgment of Declaration of Conditions, Covenants and Restrictions for Property", substantially in the form of Exhibit D attached hereto and incorporated herein, in which Program Participant acknowledges the CC&Rs and agrees that the Property shall only be owned by Program Participant or other persons or families of Low income available at an affordable housing cost, as those terms are defined in California Health & Safety Code Sections 50093 and 50052.5, and that Program Participant shall not discriminate against any person or group of persons on the basis of race, color, religion, sex, marital status, national origin or ancestry.

11. Indemnification. The Program Participant shall defend, indemnify and hold harmless the City and the Housing Authority of the City of Moreno Valley (the "Housing Authority") and their respective officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Property or this Agreement. The Program Participant shall remain fully obligated for the payment of property taxes and assessments related to the Property. There shall be neither reduction in taxes for Program Participant, nor any transfer of responsibility to the City or the City to make such payments, by virtue of the moneys loaned as evidenced by the Homebuyer Senior Note.



12. No Third Party Beneficiaries of this Agreement Except for Housing Authority. The Housing Authority shall be deemed to be a third party beneficiary of this Agreement. Except for the Housing Authority, there shall be no third party beneficiaries as to this Agreement.

13. Defaults. Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

14. Remedies. City shall be entitled to all legal and equitable remedies available under the law upon the default of the terms of this Agreement by Program Participant. Such remedies may include, without limitation, (a) specific performance of the terms of the Agreement, (b) disgorgement of any amount of consideration received for the Property that exceeds an Affordable Housing Cost, and (c) an order to pay attorneys' fees, as set forth in Section 25 herein.

15. Non Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

16. Documents. Program Participant is aware that the City has prepared certain documents to implement the Program and secure repayment of the City Homebuyer Loan. Program Participant has reviewed and agrees to execute the following documents prior to receiving the City Homebuyer Loan:

- (a) Disclosure Statement (Exhibit "F");
- (b) Homebuyer Senior Note (Exhibit "B");
- (c) Homebuyer Senior Deed of Trust (Exhibit "C");
- (d) Acknowledgment of Declaration of Conditions, Covenants and Restrictions of Property (the "Homebuyer Acknowledgment of Covenants") (Exhibit "H");
- (e) Homebuyer Junior Note (Exhibit "I");
- (f) Homebuyer Junior Deed of Trust (Exhibit "J"); and
- (g) Seller Deed (Exhibit "K").

Program Participant agrees and acknowledges that each of the Homebuyer Senior Deed of Trust, as well as the Homebuyer Junior Deed of Trust shall be recorded with the County Recorder of



the County of Riverside and, along with the City Developer CC&Rs, the Homebuyer Acknowledgment of Covenants and a Notice of Affordability Restrictions (substantially in the form of Exhibit "E" hereto), shall appear of record with respect to and as encumbrances to the Property.

17. Further Assurances. The Program Participant shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the City shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

18. Governing Law. The Program Participant hereby agrees to comply with all ordinances, rules, and regulations of City and the Housing Authority. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule, or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Riverside, State of California, or in the Federal District Court in the Central District of California.

19. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Program Participant and City.

20. City May Assign. City may, at its option, assign its right to receive repayment of the loan proceeds without obtaining the consent of the Program Participant.

21. Program Participant Assignment Prohibited. In no event shall Program Participant assign or transfer any portion of this Agreement without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion. No assumption of the loan made by City as evidenced by the Homebuyer Senior Note shall be permitted at any time. This section shall not prohibit the City's right to assign all or any portion of its rights to the loan proceeds hereunder.

22. Relationship of Program Participant and City. The relationship of Program Participant and City pursuant to this Agreement is that of debtor and creditor and shall not be, or be construed to be a joint venture, equity venture, partnership, or other relationship.

23. Monitoring. To the extent permitted by law, City and its designated employees and agents shall have the right to enter the Property at all reasonable times without a warrant for the purpose of monitoring Program Participant's compliance with this Agreement. Any such entry shall be made only after reasonable notice to Program Participant, which shall mean at least forty-eight (48) hours in all non-emergency situations. Upon receipt of such notice, Program Participant agrees to consent to entry by City and to cooperate in making the Property available for inspection by City. Program Participant acknowledges and agrees that if for any reason Program Participant fails to consent to such entry or inspection, City may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain access to and inspect the Property. City shall indemnify and hold harmless Program Participant from any costs, claims, damages or liabilities pertaining to any such entry.

24. Notices. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for

mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Program Participant: [name of homebuyer]  
[address of homebuyer]  
Moreno Valley, California 92552

To City: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

Either party may change its address for notice by giving written notice thereof to the other party.

25. Attorneys' Fees and Costs. Should either of the parties to this Agreement incur attorneys' fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and litigation costs, including without limitation expert witness fees, by the other party.

26. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the City and the Program Participant concerning all or any part of the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

**“PROGRAM PARTICIPANT”**

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

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

**“CITY”**

**CITY OF MORENO VALLEY**, a municipal corporation

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

[to come]

**EXHIBIT B**

**HOMEBUYER SENIOR NOTE**

**(PROMISSORY NOTE SECURED BY DEED OF TRUST)**

**NOTICE TO MAKER: EQUITY SHARE AMOUNT(S) SHALL BE DUE AND PAYABLE IF CERTAIN EVENTS OCCUR**

\$206,250.00 ("Original Principal Amount") plus equity share

Moreno Valley, California

\_\_\_\_\_, 2013 ("City Loan Date")

Property Address: [address of homebuyer]

Moreno Valley, California 92552  
City State Zip Code

**FOR VALUE RECEIVED**, the undersigned ("Maker") promises to pay to the City of Moreno Valley ("Holder" or "City") at 14177 Frederick Street, Moreno Valley, California 92552, or at such other address as Holder may direct from time to time in writing, the sums specified in the terms and provisions of this Promissory Note as the "Senior Note Amount".

**1. Loan Agreement.** This Homebuyer Senior Promissory Note (this "Note") is made and delivered pursuant to and in implementation of the Homebuyer Loan Agreement entered by and among the Holder and the Maker dated \_\_\_\_\_, 2013 ("Agreement"), a copy of which is on file as a public record with the Holder. The Agreement is incorporated herein by this reference. The Maker acknowledges that but for the execution of this Note, the Holder would not enter into the Agreement or make the loan contemplated therein. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

**2. Term.** The term of the Note shall be forty-five (45) years from the City Loan Date ("Term"). This Note will mature on \_\_\_\_\_, 20\_\_.

**3. Note Amount.** The sums due and payable pursuant to the terms and provisions of this Note consist of both the Original Principal Amount and amounts which become payable as "Equity Share Amounts" (as set forth in Section 7 hereof), as both terms are hereinafter defined (collectively, the "Senior Note Amount").

(i) **City Loan Amount.** As one component of the Note Amount, Maker shall pay to City the principal amount of Two Hundred Six Thousand Two Hundred Fifty Dollars (\$206,250.00), together without interest thereon as set forth in Section 4 below.

(ii) **Equity Share Amount(s).** As a second component of the Senior Note Amount, Maker shall pay to City an Equity Share Amount as set forth in Section 7 herein.

**4. Senior Loan Amount; Interest Rate.** The Senior Loan Amount shall accrue no (0%) interest; provided that upon occurrence of each and every event of acceleration occurs as set forth in Section 6, an Equity Share Amount shall become due and payable.

**5. Senior Loan Amount; Time of Payment and Forgiveness.** No repayment of the Senior Loan Amount shall be required unless and until the Note Amount becomes due and payable, as provided in Section 6 below. In the event that Maker (and its successors) is in compliance with all of the requirements of this Agreement and the Note Amount has not earlier become due and payable, commencing as of the fifth (5<sup>th</sup>) anniversary of the City Loan Date and continuing on each anniversary thereof during the Affordability Period, the City shall forgive 1/40<sup>th</sup> of the original principal amount of Senior Loan Amount. Provided that Maker is in compliance with all of the requirements of the Agreement and the Note Amount has not earlier become due and payable, any portion of the Senior Loan Amount that remains unpaid upon the expiration of the Affordability Period shall be forgiven as of such date. In no event shall any payments be made by the City to the Maker (or successor) by virtue of this Section 5.

**6. Acceleration.** The whole of the Senior Note Amount, inclusive of both the Original Principal Amount, the Equity Share Amount(s), and all other payments due hereunder and under the Agreement shall become due and be immediately payable to the Holder by the Maker upon the occurrence of the first of the following events: (a) the sale or transfer of the Property, including, without limitation, the lease, exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (i) a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Agreement, or (ii) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting the Maker, so long as the transferee(s) give written notice supported by reasonable evidence of such event to Holder within thirty (30) days of its occurrence and the transferee(s) assume the Maker's obligations under the Agreement and this Note, by execution of an assignment and assumption agreement to be provided by the Holder, or (iii) a sale or transfer which under applicable law would not, by itself, permit the Holder to exercise a due on sale or due on encumbrance clause, or such time if or when Maker is no longer an occupant of the Property pursuant to Section 5 of the Agreement or is in default of any other obligation under the Agreement.

**7. Equity Share Amount(s).** In the event that the Senior Note Amount becomes due and payable pursuant to Section 6 above, the Maker shall pay to Holder the "Equity Share Amount(s)," as hereinafter defined. The Senior Note Amount, including without limitation an Equity Share Amount, shall be computed and shall be due and payable in connection with each and every Event of Acceleration (as described in Section 6 hereof) which occurs during the Affordability Period.

(a) **Calculation of Equity Share Amount(s).** The "Equity Share Amount(s)" means an amount equal to a percentage share of the appreciation of the Property determined by multiplying a variable percentage factor ("Variable Applicable Factor") by the difference between the Sales Price and the Purchase Price.

(b) **Variable Applicable Factor Calculation.** The Variable Applicable Factor shall be calculated by dividing the Holder's total initial equity contribution ("City/Authority Contribution") by the sum of the City/Authority Contribution plus the Maker's total initial equity contribution, including the "Sweat Equity Amount" as described below ("Participant Contribution").

In other words the City/Authority Contribution shall be the numerator, and the sum of the City/Authority Contribution plus the Participant Contribution shall be the denominator of a fraction that equals a percentage that is the Variable Applicable Factor (subject to Section 7(b)(i)).

$$\text{Variable Applicable Factor} = \frac{\text{City/Authority Contribution}}{\text{City/Authority Contribution} + \text{Participant Contribution}}$$

For example, if the City/Authority Contribution equals \$206,250, for purpose of illustration, and the Participant Contribution equals \$30,000, the Variable Applicable Factor would equal 87.30% (\$206,250 divided by the sum of \$206,250 plus \$30,000).

$$87.30\% \text{ (Variable Applicable Factor)} = \frac{\$206,250 \text{ (City/Authority Contribution)}}{\$206,250 \text{ (City/Authority Contribution)} + \$30,000 \text{ (Participant Contribution)}} = 87.30\%$$

The “City/Authority Contribution” is the sum of the following amounts contributed by Holder to the value of the Property, determined as follows: (i) principal amount of the Senior Loan Amount; (ii) the Affordable Housing Cost Subsidy, as hereinafter defined to the extent not already counted within the Original Principal Amount; and (iii) the principal amount(s) of any other loan(s) or subsidy(ies) provided by Holder (or City).

The “Participant Contribution” is the sum of the following amounts contributed by Trustor to the value of the Property: (i) the amount of Twenty Thousand Dollars (the “Sweat Equity Amount”); (ii) Trustor’s cash down payment plus Trustor’s portion of closing costs; and (iii) the original principal amount of loans(s) or other subsidy(ies) secured by Program Participant or trustor, (excluding and other than loan(s) or subsidy(ies) provided by City or City) and applied by Program Participant towards the purchase of the Property.

The “Purchase Price” is the original purchase price paid by Maker (or Maker as the qualified successor owner of the Property) to the seller of the Property (“Seller”) for Seller’s interest in the Property, exclusive of escrow fees, title insurance costs, broker’s commissions, loan fees or any other closing or transaction costs. Subject to the provisions set forth herein below, the value of Qualified Capital Improvements shall be added to the Purchase Price when calculating the Equity Share Amount(s).

The “Sales Price” is the price to be paid by the prospective buyer (who is not a qualified Low Income Buyer) of the Property (“Buyer”) to Maker (or Maker as the qualified successor owner of the Property) for Maker’s interest in the Property, exclusive of reasonable escrow fees, title insurance costs, broker’s commissions, loan fees or any other closing or transaction costs. The Sales Price shall be established in conformity with Section 7(h)(i). In the event of Maker’s refinancing, failure to occupy, or default under the Agreement, the “Sales Price” shall be established in conformity with Section 7(h)(ii).

The “Affordable Housing Cost Subsidy” is an amount of subsidy Holder has provided to Maker by making the Property available for purchase at a price that constitutes Affordable Housing Cost. The Affordable Housing Cost Subsidy equals the difference between (i) the sum of Two Hundred Fifty Thousand Dollars (\$250,000) (which is deemed to represent the

fair market value of the Property as of the date of the Purchase Agreement) and (ii) the Original Homebuyer Purchase Price.

(i) Program Participant (or Program Participant's heirs following the death of Program Participant) agrees to notify City not less than thirty (30) days prior to (i) the opening of escrow for the sale of the Property, (ii) the signing of any agreements or documents related to the transfer, including, without limitation, lease, exchange or other disposition of any interest in the Property, (iii) any proposed refinancing, or (iv) the close of Program Participant's probate estate. Nothing in this Section 2, however, shall be construed to authorize the Property to be leased or rented.

(c) **Using the Variable Applicable Factor to Determine the Equity Share Amount(s).** The Equity Share Amount(s) is calculated by multiplying the Variable Applicable Factor by the difference between the Sales Price and the Purchase Price. For example, if the Variable Applicable Factor equals 87.30%, the Equity Share Amount(s) would then equal 87.30% (Variable Applicable Factor) x (Sales Price minus the Purchase Price).

In the above example, if the Sales Price equals \$500,000 and the Purchase Price (for a sale occurring prior to the fifth anniversary of the acquisition of the Homebuyer Property by the original owner and assuming no Qualified Capital Improvements) equals \$250,000, the Equity Share Amount(s) would equal \$218,250 (87.30% x (\$500,000 minus \$250,000)).

**87.30% (Variable Applicable Factor) x \$250,000 (Sales Price – Purchase Price) = \$218,250 (Equity Share Amount(s)).**

Using the same example but assuming that the sale takes place after the fifth and prior to the sixth anniversary of the acquisition of the Homebuyer Property by the original owner, the Equity Share Amount would equal \$215,750 (86.30% Variable Rate Factor [87.30 – 1=86.30] x \$250,000 [Sales Price – Purchase Price] = \$215,750 [Equity Share Amount]). Note: the setting forth of the examples herein does not indicate that such sales are permitted; the restrictions as to affordable housing cost and Low Income as set forth in the Agreement and the City Developer CC&Rs will apply.

(d) **Calculation of Equity Share Amount(s) for Subsequent Buyers (Participants).** If pursuant to Section 9 hereof, a Buyer has fully assumed the Maker's obligations under the Agreement, this Note, and the Homebuyer Deed of Trust, and such Buyer causes an event of acceleration to occur, the Equity Share Amount(s) to be paid by such Buyer shall be calculated by multiplying the Variable Applicable Factor, established in Section 7(b) above, by the difference between the Sales Price, established in conformity with Section 7(h) hereof, and the Purchase Price.

(e) **Credits for Trustor.** Notwithstanding the foregoing portion of this Section 7, in calculating the Variable Applicable Factor, in the event the Program Participant occupies the Homebuyer Property in conformity with each of the Homebuyer Loan Agreement, the City Developer CC&Rs for a period of not less than five (5) years (measured by anniversary of the date of acquisition of the corresponding Homebuyer Property by such Program Participant), the Variable Applicable Factor shall be reduced by one (1) percentage point. Thereafter, for each additional year that such Program Participant remains in conforming occupancy of the Homebuyer



Property, the Variable Applicable Factor shall be reduced by two-tenths of one percentage point (.2). In the event of a change of ownership of the Homebuyer Property, the Variable Applicable Factor shall revert to the original percentage (as set forth in the illustrative example above, eighty seven and three tenths percent [87.30%]), and the process for the availability of credits in respect to conforming occupancy of the Homebuyer Property shall be repeated in the manner described in the foregoing portion of this subsection (e).

(f) **Qualified Capital Improvements.** The value of any Qualified Capital Improvements completed by Maker during Maker's ownership of the Property shall be added to the Purchase Price when calculating the Equity Share Amount(s) only if, not later than thirty (30) days prior to the event of acceleration causing the Equity Share Amount(s) to become immediately due and payable pursuant to Section 6 hereof, Maker submits the following to Holder: (i) an itemized list of the Qualified Capital Improvements, (ii) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits, certificate of completion or original paid invoices or construction contracts), and (iii) an appraisal from a certified appraiser, in form and substance reasonably acceptable to the City Manager of the City (the "City Manager"), the conclusion of which is that the Qualified Capital Improvements have added the stated amount to the fair market value of the Property.

If, within (30) days of receipt of the information concerning the Qualified Capital Improvements, Holder questions the claimed increase in the value of the Property by reason of said Qualified Capital Improvements, Holder and Maker may, by mutual agreement, establish the value of the Qualified Capital Improvements or Holder may require an appraisal of the Property, at Makers expense, by a second independent certified appraiser appointed by the Holder to determine the fair market value of the Qualified Capital Improvements.

(g) **Determination of Sales Price; Appraisal.**

(i) **Upon Sale of the Property.** In the event of a proposed sale of the Property by Maker and not less than thirty (30) days after Holder receives actual notice of the opening of escrow in connection therewith, the Holder may elect to appoint a certified, independent appraiser to conduct an appraisal of the Property, at Maker's expense, to assist Holder in determining if the Sales Price is at or near the fair market value of the Property at such time. If the Sales Price is determined by the appraisal to be three percent (3%) or more below the fair market value of the Property as estimated in said appraisal, then the "Sales Price" for purposes of determining the Equity Share Amount(s) shall be the fair market value of the Property established in said appraisal.

(ii) **Upon Refinancing/Failure to Occupy/Default.** In the event of refinancing, failure to occupy the Property in accordance with Section 7 of the Agreement, or default or breach of any provision of the Agreement which causes the Equity Share Amount(s) to become immediately due and payable, the "Sales Price" for purposes of determining the Equity Share Amount(s) shall be determined by an appraisal of the Property. Holder shall appoint a certified independent appraiser to conduct an appraisal of the Property, at Maker's expense. Maker agrees that in such event the Equity Share Amount(s) shall be the Variable Applicable Factor multiplied by the difference between the Purchase Price and "Sales Price" as established by the appraised value of the Property at the time of such refinancing, failure to occupy, or default of the Agreement.

**8. Maker's Acknowledgment of Equity Share Amount(s).**

**MAKER ACKNOWLEDGES AND AGREES THAT UPON SALE, TRANSFER OR REFINANCING OF THE PROPERTY OR OTHER EVENT OF ACCELERATION, MAKER SHALL PAY TO HOLDER, IN ADDITION TO THE CITY LOAN AMOUNT, AN EQUITY SHARE AMOUNT(S) EQUAL TO A PERCENTAGE SHARE OF THE APPRECIATION OF THE PROPERTY AS CALCULATED PURSUANT TO THIS SECTION 7.**

**MAKER'S INITIALS:** \_\_\_\_\_

**9. Sale to Low Income Household at Affordable Housing Cost.** For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Maker sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes this Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Holder and such additional documentation as may be required by Holder. Maker acknowledges it shall comply with the Affordable Housing resale restrictions relating to any prospective sale of the Property.

Sale to Low Income Household. For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Trustor sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes the Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Beneficiary.

"Affordable Housing Cost" means as follows:

Each purchaser shall be a person or family of Low Income earning not more than eighty percent (80%) of Median Income which agrees to occupy the Homebuyer Property as such purchaser's principal residence. "Affordable Housing Cost" for each Participant (and all successors thereto during the 45-year Affordability Period) shall be as defined in Health & Safety Code Section 50052.5 (or its successor statute) and the implementing regulations thereto promulgated by the Housing and Community Development Department of the State of California. As of the date of the Agreement, Affordable Housing Cost means a monthly housing cost which does not exceed thirty percent (30%) times seventy percent (70%) of Median Income adjusted for family size appropriate to the Property; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%). (Pursuant to Section 50052.5 because the Property has three bedrooms the presumed household size for purposes of the Agreement is four persons.)

The income of co-signers (individuals who sign only the Promissory Note) and co-mortgagors (individuals who sign both the Promissory Note and the grant deed) will be included for determining whether Participant is a Low Income Household, if such co-signers and co-mortgagors are part of Participant's household and are residing in the Property.

EXHIBIT B TO ATTACHMENT NO. 6

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**10. Security for Note.** This Note shall be secured by a deed of trust and rider thereto of even date herewith encumbering the Property ("the Homebuyer Senior Deed of Trust"), executed by Maker, as trustor, in favor of Holder, as beneficiary.

**11. Prepayment of Note.** Maker may prepay this Note to Holder, provided that any prepayment must be in full and not in part. Prepayment shall not, however, release Maker from the requirements of the City Developer CC&Rs. In addition, prepayment shall be treated in the same manner as a refinancing of the Property.

**12. Holder May Assign.** Holder may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Maker.

**13. Maker Assignment Prohibited.** In no event shall Maker assign or transfer any portion of this Note, the Senior Note Amount and/or the Agreement without the prior express written consent of the Holder, as provided in Section 9 hereof.

**14. Joint and Several.** The undersigned, if more than one, shall be jointly and severally liable hereunder.

**15. Attorneys' Fees and Costs.** In the event that any action is instituted to enforce payment under this Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs and all attorneys' fees incurred in enforcing this Note.

**16. Amendments.** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part thereof.

**17. Maker's Waivers.** Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

**18. Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Note shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

**To Maker:**

[name of homebuyer]  
[address of homebuyer]  
Moreno Valley, California 92552

**To City:**

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

**19. Successors Bound.** This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF**, Maker has executed this Note as of the date set forth below.

**MAKER:**

By: \_\_\_\_\_  
Printed Name: [name of homebuyer]

**EXHIBIT C**

**HOMEBUYER SENIOR DEED OF TRUST**

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

WHEN RECORDED MAIL TO:  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(SHORT FORM)**

This DEED OF TRUST, made as of \_\_\_\_\_, 2013 between [name of homebuyer] ("Program Participant" or "Trustor") whose address is [address of homebuyer], Moreno Valley, California 92552, **TICOR TITLE COMPANY OF CALIFORNIA**, a California corporation, herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing: (1) payment of the sum of \$206,250, plus an equity share, according to the terms of a promissory note of even date herewith designated as the "Homebuyer Senior Note" made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof pursuant to a Homebuyer Loan Agreement between Trustor and Beneficiary as of \_\_\_\_\_, 2013 (the "Agreement"; a copy of the Agreement is on file with Beneficiary as a public record and is deemed incorporated herein by reference). All capitalized terms not defined herein shall have the meanings established therefor under the Agreement unless the context requires otherwise, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, and (4) compliance under each of (i) that certain Declaration of Conditions, Covenants and Restrictions recorded on \_\_\_\_\_, 2013 as Document No. \_\_\_\_\_ among the official land records of the County of Riverside (the "City Developer CC& Rs") and (ii) that certain document entitled Certificate Regarding Declaration of Conditions, Covenants and Restrictions and Certain Other Instruments (the "Homebuyer Acknowledgment of Covenants") recorded of even date herewith, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County on August 18, 1964, commencing at Book 3778, Page 347 of Official Records of the County Recorder for the County of Riverside shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

SEE RIDER TO THIS DEED OF TRUST ATTACHED HERETO  
AS EXHIBIT "B" AND MADE A PART HEREOF.

---

[name of homebuyer]

STATE OF CALIFORNIA

)  
) ss.

COUNTY OF \_\_\_\_\_

)

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of Notary Public)

personally appeared \_\_\_\_\_

personally known to me

-or-

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature Of Notary

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title Or Type Of Document

- Partner(s)       Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

\_\_\_\_\_  
Number Of Pages

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Date Of Documents

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[to come]



## EXHIBIT B

### RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of \_\_\_\_\_, 2013, executed by [name of homebuyer], an individual, as "Trustor", to TICOR Title Company of California, a California corporation, as Trustee, for the benefit of Housing Authority of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. DEFAULT. A default or breach under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

(a) A default under that certain Homebuyer Loan Agreement, executed by Trustor as Program Participant and Beneficiary, as City;

(b) A default under the City Developer CC&Rs; or

(c) A default under any other deed of trust encumbering the Property which has a priority senior to this Deed of Trust.

2. NON-IMPAIRMENT. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

3. DUE ON SALE OR ENCUMBRANCE. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements situated on the Property; provided that a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Homebuyer Loan Agreement shall not be deemed to constitute grounds for acceleration under this Deed of Trust. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. PRIORITY OF DEED OF TRUST. This Deed of Trust shall be subject to the City Developer CC&Rs but shall be senior to any deed of trust.

## DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof

EXHIBIT B TO EXHIBIT C OF ATTACHMENT NO. 6

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regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE  
TO TICOR TITLE COMPANY OF CALIFORNIA, TRUSTEE**

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

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

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

Please mail Deed of Trust,  
Note and Reconveyance to

\_\_\_\_\_

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

**DEED OF TRUST  
with power of sale**

\_\_\_\_\_  
**TRUSTEE**

**EXHIBIT D**

**CITY DEVELOPER CC&Rs**

[to come: same as Attachment No. 7]

**EXHIBIT E**

**NOTICE OF AFFORDABILITY RESTRICTIONS**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: Jane Halstead, City Clerk

[Space above for recorder.]

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

**NOTICE OF AFFORDABILITY RESTRICTIONS ON  
TRANSFER OF PROPERTY**

This **NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY** (or “Notice of Affordability Restrictions”) is dated as of \_\_\_\_\_, 201\_ (for identification purposes) and recorded to provide notice substantially as described by Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, “Chapter 690”), and affects that certain property described in Exhibit “A” hereto (“Homebuyer Property”). The Housing Authority of the City of Moreno Valley, a public body, corporate and politic (“Authority”), the City of Moreno Valley, a municipal corporation (“City”) and Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation (“Developer”) previously entered into an Affordable Housing Agreement dated as of May 1, 2013 (the “AHA”). The AHA provided, in part, for the Developer to acquire certain land designated therein as the “Site” (which includes the Homebuyer Property as well as adjacent properties, as more particularly described in the AHA) and for the Developer to divide the Site into eight (8) lots (each a “Lot”), to develop or cause to be developed a detached, single-family dwelling on each (each a “House”), and to sell to “Lower Income Households” (as defined below) at a cost which does not exceed “Affordable Housing Cost” (as defined below) each Lot with the corresponding House (each such Lot with a House constituting a “Homebuyer

EXHIBIT E TO ATTACHMENT NO. 6

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Property” or an “Affordable Unit”). \_\_\_\_\_, a [capacity] (the “Participant”), have entered into a purchase and sale agreement with Developer dated as of \_\_\_\_\_, 201\_ (the “Purchase and Sale Agreement”) under which Developer agreed to sell and Participant agreed to purchase the Homebuyer Property (as defined herein) subject to covenants which restrict use of the Homebuyer Property as a resource for affordable housing, as more particularly set forth herein. In addition, the Participant entered into an agreement entitled “Homebuyer Loan Agreement” with City, dated as of \_\_\_\_\_, 201\_ (the “Homebuyer Loan Agreement”) under which Participant agreed with the City that the Homebuyer Property would be subject to covenants which restrict use of the Homebuyer Property as a resource for affordable housing.

1. Each of the AHA and the Homebuyer Loan Agreement provides for affordability restrictions and restrictions on the transfer of the Property as more particularly set forth in the AHA and the Homebuyer Loan Agreement. A copy of each of the AHA and the Homebuyer Loan Agreement is on file with the Authority as a public record and each is deemed incorporated herein. Reference is made to the AHA and the Homebuyer Loan Agreement with regard to the complete text of the provisions of such agreement which provides for affordability restrictions and restrictions on the transfer of the Property.

2. Each of the AHA and the Homebuyer Loan Agreement restricts ownership and occupancy of the Homebuyer Property to a household of limited income, paying an affordable housing cost; such restrictions are set forth at greater length in documents recorded against the Property, entitled the Declaration of Conditions, Covenants and Restrictions (“CC&Rs”), substantially in the form of Attachment No. 7 to the AHA, a Homebuyer Senior Deed of Trust substantially in the form prescribed by the Homebuyer Loan Agreement therefor (“Homebuyer Senior Deed of Trust”), a Homebuyer Junior Deed of Trust substantially in the form prescribed by the Homebuyer Loan Agreement therefor (“Homebuyer Junior Deed of Trust”), and a Resale Restriction Agreement (“Resale Restriction Agreement”), substantially in the form as prescribed by the Homebuyer Loan Agreement, each of which is deemed to be incorporated herein by reference.

2.1 Article IV, Section 1 of the CC&Rs provides in part follows:

“.....shall only be owned and occupied by Participant or by households which, as of the time of purchase of the Site, have an income which does not exceed Eighty Percent (80%) of the Riverside County monthly median



income (which households shall, for purposes of this Declaration, constitute “Eligible Persons or Families”). It is further agreed and acknowledged that each and every occupant of each of the...[Property] shall execute agreements, promissory notes and deeds of trust encumbering the subject property for the benefit of the City in form acceptable to the City.

(b) The ...[Property] may be sold at an Affordable Housing Cost (as defined below) to Eligible Persons or Families. Affordable Housing Cost shall mean, as to each household consisting of Eligible Persons or an Eligible Program Participant, that purchase price which would result in monthly housing payments which do not exceed an amount under any currently prevailing, fixed conventional home mortgage lending rates applied by any reputable institutional home mortgage lender, or the lending rates of any government-subsidized or special mortgage program for which such person or family qualifies and has obtained a first trust deed loan, which do not exceed: (i) thirty percent (30%) of seventy percent (70%) of the Riverside County monthly median income (as determined by the United States Department of Housing and Urban Development) (the “Median Income”) for a household having an income which does not exceed eighty percent (80%) of the Median Income, all as more particularly set forth in Sections 50052.5 and 50079.5 of the California Health and Safety Code; provided that if a particular household’s income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

(c) The covenant contained in this Section ... shall run with the land.

3. During the Affordability Period, the Property, and any interest therein, shall not be conveyed except with the express prior written consent of Grantor, which consent shall be given only if the conveyance is in conformity with the requirements of the AHA, the CC&Rs and the Homebuyer Loan Agreement.

4. The restrictions contained in the CC&Rs expire forty-five (45) years following the date the CC&Rs were recorded against the Property.

5. The commonly known address for the Property is: [to come], Moreno Valley, California 92552.

6. The assessor's parcel number for the Property is: [to come]; such number is subject to change.

7. The legal description for the Property is attached hereto as Exhibit "A" and is incorporated herein by reference.

8. This Notice of Affordability Restrictions is intended merely to provide notice in the manner generally described under Chapter 690. The HDA, the CC&Rs, the Homebuyer Senior Deed of Trust and the Homebuyer Junior Deed of Trust all remain in full force and effect and are not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

9. Capitalized terms shall have the meanings established under the AHA (including all Attachments thereto) and if not provided in the AHA, then under the Homebuyer Loan Agreement excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

10. Persons having questions regarding this Notice of Affordability Restrictions, the AHA, the Homebuyer Loan Agreement and any of the attachments thereto (including without limitation the CC&Rs, the Homebuyer Senior Deed of Trust and the Homebuyer Junior Deed of Trust) should contact the City or Authority at their offices (14177 Frederick Street, Moreno Valley, California 92552, or such other address as may be designated by the City from time to time).

*[Signatures appear on following page.]*

**AUTHORITY:**

**HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic

By: \_\_\_\_\_  
Henry T. Garcia,  
Executive Director

**CITY:**

**CITY OF MORENO VALLEY**, a municipal corporation

\_\_\_\_\_  
By: Henry T. Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead,  
City Clerk and Authority Secretary

**PARTICIPANT:**

[to come]

By: \_\_\_\_\_  
[to come]

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California, County of Riverside, City of Moreno Valley, and described as follows:

[to come]

APN: [to come]

STATE OF CALIFORNIA

)

) ss.

COUNTY OF \_\_\_\_\_

)

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of Notary Public)

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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title Or Type Of Document

- Partner(s)       Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

\_\_\_\_\_  
Number Of Pages

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Date Of Documents

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of Notary Public)

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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)       Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:  
Name Of Person(s) Or Entity(ies)

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title Or Type Of Document

\_\_\_\_\_  
Number Of Pages

\_\_\_\_\_  
Date Of Documents

\_\_\_\_\_  
Signer(s) Other Than Named Above

EXHIBIT E TO ATTACHMENT NO. 6

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## EXHIBIT F

### DISCLOSURE STATEMENT

I/we [name of homebuyer] (“Participant”) understand, acknowledge and agree that my/our acquisition of that certain real property described in Addendum “A” attached hereto and improvements thereon (collectively, the “Property”) is conditional on a number of factors, including, but not limited to:

- I/we are buying a single-family detached home within the City of Moreno Valley in accordance with the requirements of that certain Affordable Housing Agreement (the “Agreement”) entered into by and among the Housing Authority of the City of Moreno Valley (the “Housing Authority”), the City of Moreno Valley (the “City”) and Habitat for Humanity, Riverside, Inc. (“Habitat”); all capitalized terms in this Disclosure Statement that are not otherwise defined herein have the meanings set forth in the Agreement.
- I/we must qualify as a Low Income Household pursuant to Health & Safety Code Section 50079.5.
- The City has provided assistance to make the Property available to a Low Income Household at Affordable Housing Costs and is relying upon information I/we have made available to the City.

I/We further understand and agree that:

- I/we will be responsible for payment under each of (i) the “Homebuyer Senior Note” (in favor of City as beneficiary, in the original principal amount of \$206,250, and with an original term of 45 years); and (ii) the “Homebuyer Junior Note” (in favor of City as beneficiary, in the original principal amount of \$200,000, and with an original term of 45 years). I/we agree that regular monthly payments will be required under the Homebuyer Senior Note and to make such payment as becomes due and payable under the Homebuyer Senior Note. I/we understand and agree that I/we will make all payments to the City. The City will be responsible to make any payments which become due and payable by City to Habitat under the Agreement, which is a matter with which I/we need not be concerned.
- If I/we comply with all of the requirements under the Agreement, including the attachments thereto, I/we will not be required to make monthly payments under the Homebuyer Senior Note. I understand that use of the Property will be limited to use as my/our personal residence for forty-five (45) years (the “Affordable Housing Period”); I further understand that the ability to resell or refinance the Property is severely restricted. I will be required to make regular monthly payments to City under the Homebuyer Junior Note.
- I/we may prevent the amounts outstanding under Homebuyer Senior Note from becoming due and payable by retaining the Property throughout the Affordable Housing Period, or by selling or otherwise conveying the Property to a Low Income Household at an Affordable Housing Cost in strict conformity with the Agreement

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and with the City's prior written approval. *This restricts the persons to whom we may sell the Property, may result in a sales price which is substantially less than the fair market value of the Property and may preclude refinancing or the sale of the Property in various cases.* I understand further that I will be required, in any event, to make regular monthly payments under the Homebuyer Junior Note as provided therein.

- For a forty-five (45) year period, the Property may only be transferred to Low Income Households at an Affordable Housing Cost and the Property must be and remain owner-occupied.
- During the term of our ownership of the Property, I/we intend to continuously occupy the Property and I/we shall not rent or lease the Property.
- I/we may be responsible for paying an appraisal fee in connection with my/our sale, transfer, or refinance of the Property, or if the Homebuyer Senior Note becomes due and payable because I/we am/are in default of any provisions of the Agreement, the Covenants, or the Deed of Trust.
- City shall not be held responsible for any costs associated with my/our purchase of the Property, including but not limited to any loan fees or charges, any charges for appraisals, or any escrow costs or other costs relating to the transfer of the Property.
- City cannot ensure that information provided by or on my/our behalf will be kept confidential.
- City shall not be charged with the knowledge of the contents of the documents of my/our primary lender.

The City financial assistance I receive under this Program may be considered to be income for purposes of federal or state income taxes and the City shall not be held responsible for the payment of any taxes which I may incur by virtue of the receipt of such financial assistance.

**PARTICIPANT**

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
[name of homebuyer]



ADDENDUM "A"

[to come: Description of the Property]

**TRUTH-IN-LENDING**  
**REGULATION Z DISCLOSURE STATEMENT**

**HOMEBUYER SENIOR LOAN**

(Note: it is contemplated that Borrower will also receive a junior loan from City; the terms of such junior loan are not described herein.)

Date: \_\_\_\_\_

<i>Annual Percentage Rate</i>	<i>Finance Charge</i>	<i>Amount Financed</i>	<i>Total of Payments</i>
The cost of your loan as a yearly rate (interest).	The dollar amount the loan will cost you (total accrued interest).	The amount of the City Loan provided to you or on your behalf.	The amount you have paid after you have made all payments as scheduled.
0% simple interest	\$	\$206,250	\$206,250
PLUS CITY SHARE (on \$206,250 loan)	PLUS CITY SHARE (on \$206,250 loan)	PLUS CITY SHARE (on \$206,250 loan)	PLUS CITY SHARE (on \$206,250 loan)

**Creditor:** CITY OF MORENO VALLEY  
14177 Frederick Street  
Moreno Valley, California 92552

**Borrower:** [name of homebuyer]  
[address of homebuyer]  
Moreno Valley, California 92552

**Itemization of Amount Financed:** You have the right to receive at this time an itemization of the Amount Financed.

\_\_\_\_\_ I want an itemization.

\_\_\_\_\_ I do not want an itemization.

**Your Payment Schedule Will Be:**

<i>Number of Payments</i>	<i>Amount of Payments</i>	<i>When Payments Are Due</i>
senior loan: One (1)		(a) senior loan Forty-five (45) years from the date the loan is made, unless the loan is accelerated pursuant to Section 6 of the Homebuyer Senior Note, in which case payment will be due at the time of acceleration.

**Property:** You must obtain property insurance in an amount equal to the full replacement value of the structures on the Property and name the City of Moreno Valley as a loss payee.

**Security:** You are giving a security interest in the home you are purchasing which is located at \_\_\_\_\_.

**Filing Fees:** \$ \_\_\_\_\_ Non-Filing Insurance: \$ \_\_\_\_\_

**Late Charge:** If a payment is late, you will be charged \$ \_\_\_\_\_ / \_\_\_\_\_ % of the payment.

**Prepayment:** If you pay off early, you

_____ may	_____ may not	have to pay principal, accrued simple interest and contingent deferred interest.
_____ may	_____ may not	have to pay a penalty.
_____ may	_____ may not	be entitled to a refund of part of the finance charge.

**Interest Rate:** The Homebuyer Senior Loan has a base interest rate that is

\_\_\_\_\_ fixed at zero percent 0% per year.

\_\_\_\_\_ variable. Disclosures about the variable-rate feature have been provided to you earlier.

The complete terms of the Homebuyer Senior Loan are fully set forth in the Homebuyer Loan Agreement, the Homebuyer Senior Note, the Homebuyer Senior Deed of Trust and the City Developer CC&Rs. **READ ALL OF THESE DOCUMENTS CAREFULLY. ALL OF THESE DOCUMENTS AFFECT YOUR LEGAL RIGHTS.**

**Assumption:** Someone buying your house

\_\_\_\_\_ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

\_\_\_\_\_ cannot assume the remainder of the mortgage on the original terms.

**Demand Feature:** This obligation

\_\_\_\_\_ [is payable on demand] or [has a demand feature]

\_\_\_\_\_ [is not payable on demand] or [has no demand feature]

See your loan documents for any additional information about the terms of the Homebuyer Senior Loan (under the Homebuyer Senior Note), nonpayment, default and penalties and any required repayment in full before the scheduled date.

**ITEMIZATION OF THE AMOUNT FINANCED OF \$ \_\_\_\_\_**

\$ \_\_\_\_\_ Amount given to you directly

\$ \_\_\_\_\_ Amount paid on your account

**Amount paid to others on your behalf:**

\$ \_\_\_\_\_ to [credit bureau] [appraiser] [title insurance company] [escrow]

\$ \_\_\_\_\_ to (name of another creditor)

\$ \_\_\_\_\_ to (other)

\$ \_\_\_\_\_ prepaid finance charge

## NOTICE OF RIGHT TO CANCEL

### Your Right to Cancel

You are entering into a transaction that will result in a lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is \_\_\_\_\_; or
- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the transaction, the lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the lien on your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at any location in the City of Moreno Valley convenient to you. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

### How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at

CITY OF MORENO VALLEY  
14177 Frederick Street  
Moreno Valley, California 92552  
ATTN: City Manager

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of the third business day following the latest of the three events listed above. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

**ACKNOWLEDGMENT OF RECEIPT**

I have received two (2) copies of this Notice of Right to Cancel.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**I WISH TO CANCEL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**I HAVE NOT CANCELED**

I confirm that at least four days ago (excluding Sundays and federal holidays) I received two (2) copies of this notice, and I have not canceled the transaction for which this notice is given.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**TRUTH-IN-LENDING**  
**REGULATION Z DISCLOSURE STATEMENT**

**HOMEBUYER JUNIOR LOAN**

(Note: it is contemplated that Borrower will also receive a senior loan from City; the terms of any such junior loan are not described herein.)

Date: \_\_\_\_\_

<i>Annual Percentage Rate</i>	<i>Finance Charge</i>	<i>Amount Financed</i>	<i>Total of Payments</i>
The cost of your loan as a yearly rate (interest).	The dollar amount the loan will cost you (total accrued interest).	The amount of the City Loan provided to you or on your behalf.	The amount you have paid after you have made all payments as scheduled.
0% simple interest	\$0	\$200,000	\$200,000

**Creditor:** CITY OF MORENO VALLEY  
14177 Frederick Street  
Moreno Valley, California 92552

**Borrower:** [name of homebuyer]  
[address of homebuyer]  
Moreno Valley, California 92552

**Itemization of Amount Financed:** You have the right to receive at this time an itemization of the Amount Financed.

\_\_\_\_\_ I want an itemization.

\_\_\_\_\_ I do not want an itemization.



**Your Payment Schedule Will Be:**

<i>Number of Payments</i>	<i>Amount of Payments</i>	<i>When Payments Are Due</i>
five hundred forty (540)	\$370.37	On the first day of each month after the loan is made, unless the loan is accelerated pursuant to Section 6 of the Homebuyer Junior Note, in which case payment will be due at the time of acceleration.

**Property:** You must obtain property insurance in an amount equal to the full replacement value of the structures on the Property and name the City of Moreno Valley as a loss payee.

**Security:** You are giving a security interest in the home you are purchasing which is located at \_\_\_\_\_.

**Filing Fees:** \$ \_\_\_\_\_ Non-Filing Insurance: \$ \_\_\_\_\_

**Late Charge:** If a payment is late, you will be charged \$ \_\_\_\_\_ / \_\_\_\_\_ % of the payment.

**Prepayment:** If you pay off early, you

_____ may	_____ may not	have to pay principal, accrued simple interest and contingent deferred interest.
_____ may	_____ may not	have to pay a penalty.
_____ may	_____ may not	be entitled to a refund of part of the finance charge.

**Interest Rate:** The Homebuyer Junior Loan has a base interest rate that is

\_\_\_\_\_ fixed at zero percent 0% per year.

\_\_\_\_\_ variable. Disclosures about the variable-rate feature have been provided to you earlier.

The complete terms of the City loans are fully set forth in the Homebuyer Loan Agreement, the Homebuyer Junior Note, the Homebuyer Junior Deed of Trust and the City Developer CC&Rs. **READ ALL OF THESE DOCUMENTS CAREFULLY. ALL OF THESE DOCUMENTS AFFECT YOUR LEGAL RIGHTS.**

**Assumption:** Someone buying your house

\_\_\_\_\_ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

\_\_\_\_\_ cannot assume the remainder of the mortgage on the original terms.

**Demand Feature:** This obligation

\_\_\_\_\_ [is payable on demand] or [has a demand feature]

\_\_\_\_\_ [is not payable on demand] or [has no demand feature]

See your loan documents for any additional information about the terms of the Homebuyer Junior Loan (under the Homebuyer Junior Note), nonpayment, default and penalties and any required repayment in full before the scheduled date.

**ITEMIZATION OF THE AMOUNT FINANCED OF \$ \_\_\_\_\_**

\$ \_\_\_\_\_ Amount given to you directly

\$ \_\_\_\_\_ Amount paid on your account

**Amount paid to others on your behalf:**

\$ \_\_\_\_\_ to [credit bureau] [appraiser] [title insurance company] [escrow]

\$ \_\_\_\_\_ to (name of another creditor)

\$ \_\_\_\_\_ to (other)

\$ \_\_\_\_\_ prepaid finance charge

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- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the transaction, the lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the lien on your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at any location in the City of Moreno Valley convenient to you. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

### How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at

CITY OF MORENO VALLEY  
14177 Frederick Street  
Moreno Valley, California 92552  
ATTN: City Manager

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of the third business day following the latest of the three events listed above. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

**ACKNOWLEDGMENT OF RECEIPT**

I have received two (2) copies of this Notice of Right to Cancel.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**I WISH TO CANCEL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**I HAVE NOT CANCELED**

I confirm that at least four days ago (excluding Sundays and federal holidays) I received two (2) copies of this notice, and I have not canceled the transaction for which this notice is given.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT G**

**[RESERVED]**

**EXHIBIT H**

**HOMEBUYER ACKNOWLEDGMENT OF COVENANTS**

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
 )  
City of Moreno Valley )  
Attention: City Manager )  
14177 Frederick Street )  
Moreno Valley, CA 92552 )

(Space above for Recorder's use.)  
(Exempt from Recording Fees Per  
Gov't Code §27383.)

**CERTIFICATE REGARDING  
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS AND CERTAIN  
OTHER INSTRUMENTS**

THIS CERTIFICATE REGARDING DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (the "Certificate") is made by the CITY OF MORENO VALLEY, a municipal corporation (the "City"), and [name of homebuyer], a [capacity] (the "Participant"), as of the date set forth below.

**RECITALS**

A. The City, the Housing Authority of the City of Moreno Valley ("Housing Authority") and Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit corporation ("Developer") entered into an Affordable Housing Agreement, dated as of May 1, 2013 (the "AHA"). The AHA is on file with the City as a public record and is incorporated herein by this reference. A copy of the AHA has been provided to Participant.

B. In connection with the implementation of the AHA, the City and the Developer, have executed a Declaration of Conditions, Covenants and Restrictions dated as of \_\_\_\_\_, 2013 which was recorded in the Official Records of Riverside County on \_\_\_\_\_, 2013, as Document No. \_\_\_\_\_ (the "CC&Rs"). The CC&Rs are hereby incorporated herein. The CC&Rs contain requirements with respect to nondiscrimination, maintenance of the Property, affordable housing, and other matters as set forth therein. A copy of the CC&Rs has been provided to Participant.

C. Article IV of the CC&Rs require that the house constructed on the affected property shall be owned only by purchasers whose income, at the time of purchase, does not exceed eighty percent (80%) of Riverside County median income ("Lower Income Households"), and that sales prices shall be limited to a price which is determined to be an "Affordable Housing Cost" to Lower Income Households under California law as determined in accordance with Section 50052.5 of the California Health and Safety Code.

D. In connection with the AHA, the Participant has reviewed and has executed a "Homebuyer Loan Agreement" with the City. A copy of the Homebuyer Loan Agreement is on file

EXHIBIT H TO ATTACHMENT NO. 6

with the City as a public record and is deemed incorporated herein. All capitalized terms used herein but not defined herein shall have the meanings established therefor in the Homebuyers Loan Agreement and, if not defined in the Homebuyer Loan Agreement, then in the AHA (including the Attachments thereto).

E. Participant desires to purchase the Property, including a single family house located on the Property, [address of homebuyer], Moreno Valley, California ("Participant's House") from the Developer. A legal description of the Property is attached hereto as Exhibit "A" and incorporated herein.

F. By this Acknowledgment of CC&Rs, the Participant acknowledges that Participant's House and the Property is subject to the affordable housing requirements of Article IV of the CC&Rs, and that all of the other requirements of the CC&Rs also apply to Participant's House and the Property for the term set forth in the CC&Rs. The Participant further agrees that Participant acquires the Property subject to, and that Participant shall comply with, the Homebuyer Loan Agreement and each and every instrument referenced in Section 3 of this Certificate.

G. Participant understands that the City is relying on Participant's certifications herein in agreeing to release the Developer from certain obligations and crediting the Participant with the payment of certain sums which the Developer owes to the City and that the Housing Authority is relying upon Participant's certifications in connection with making the Property available for use as affordable housing.

NOW, THEREFORE, Participant hereby agrees and acknowledges as follows:

1. Participant has been provided a copy of the CC&Rs. Participant has carefully read the CC&Rs, and in signing this Acknowledgment, does do so with full knowledge of the obligations imposed on Participant pursuant to the CC&Rs.

2. Participant specifically agrees and acknowledges that Participant's House and the Property is subject to the requirement of Article IV of the CC&Rs to restrict sales to "Eligible Persons and Families" at an "Affordable Housing Cost." Article IV of the CC&Rs provides in substance as follows:

**"ARTICLE IV  
AFFORDABLE HOUSING**

Section 1. Affordability Covenants. Participant agrees for itself, and its successors and assigns, and every successor to Participant's interest in the Site, or any part thereof that until the forty fifth (45th) anniversary of the recordation of this Declaration (the "Expiration Date"):

(a) Each dwelling unit on the Site (the "Affordable Units") shall only be owned and occupied by Participant or by households which, as of the time of purchase of the Site, have an income which does not exceed Eighty Percent (80%) of the Riverside County monthly median income (which households shall, for purposes of this Declaration, constitute "Eligible Persons or Families"). It is further agreed and acknowledged that each and every occupant of each of the Affordable Units shall execute agreements, promissory notes and

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deeds of trust encumbering the subject property for the benefit of the City in form acceptable to the City.

(b) The Affordable Units may be sold at an Affordable Housing Cost (as defined below) to Eligible Persons or Families. Affordable Housing Cost shall mean, as to each household consisting of Eligible Persons or an Eligible Program Participant, that purchase price which would result in monthly housing payments which do not exceed an amount under any currently prevailing, fixed conventional home mortgage lending rates applied by any reputable institutional home mortgage lender, or the lending rates of any government-subsidized or special mortgage program for which such person or family qualifies and has obtained a first trust deed loan, which do not exceed: (i) thirty percent (30%) of seventy percent (70%) of the Riverside County monthly median income (as determined by the United States Department of Housing and Urban Development) (the "Median Income") for a household having an income which does not exceed eighty percent (80%) of the Median Income, all as more particularly set forth in Sections 50052.5 and 50079.5 of the California Health and Safety Code; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

(c) The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect as of the Expiration Date.

Section 2. Transfer of Site. No transfer of the Affordable Unit shall occur until the City determines (a) that the proposed purchaser intends to occupy such Affordable Unit as the proposed purchaser's principal residence, (b) that the proposed purchaser is an Eligible Person(s) or Household, and (c) that the proposed transfer occurs at an Affordable Housing Cost as determined pursuant to the Agreement. The proposed purchaser shall have submitted to the City such information and completed such forms as the City shall request to certify the proposed purchaser's intent with respect to its residency of the Affordable Unit and its gross income and the proposed purchaser has submitted an affidavit disclosing and certifying the amount of the proposed purchase price. Prior to conveyance of the Affordable Unit, each approved purchaser shall submit to the City an executed disclosure statement which certifies that the purchaser is aware that the purchaser buying may only sell the unit at an Affordable Housing Cost to a Low income person or family, that the maximum permitted sales price may be less than fair market value and that the corresponding Affordable Unit must be owner-occupied at all times and cannot be rented or leased. Participant shall cooperate with the City in providing such forms to proposed purchasers and in assisting proposed purchasers to prepare such forms and to provide any required information to the City in connection with the Participant's original sale of the corresponding Affordable Unit.

PARTICIPANT UNDERSTANDS THAT THE DETERMINATION OF THE AFFORDABLE HOUSING COST CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INTEREST RATES, THE TERMS OF SALE OFFERED TO AND THE ECONOMIC CIRCUMSTANCES OF THE PROPOSED PURCHASER AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED, AND THAT THE TRANSFER PRICE PERMITTED HEREUNDER WILL PROBABLY BE SUBSTANTIALLY LESS THAN THE FAIR MARKET VALUE OF SUCH PROPERTY AND MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT

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ENCUMBERED BY THIS RESTRICTION AND, FURTHER, THAT THE RESTRICTIONS MAY SEVERELY LIMIT THE INTEREST OF PROSPECTIVE BUYERS IN THE PROPERTY. PARTICIPANT FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE TRANSFER PRICE THE PRIMARY OBJECTIVE OF THE CITY AND THIS DECLARATION IS TO PROVIDE HOUSING TO LOW INCOME HOUSEHOLDS AT AN AFFORDABLE HOUSING COST.

The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect upon the Expiration Date.”

3. Participant has been provided with a copy of the AHA, as well as a copy of each of the CC&Rs and the Homebuyer Loan Agreement (including all attachments thereto). Participant has been provided with and has reviewed and has executed the Homebuyer Loan Agreement, the Homebuyer Senior Note and the Homebuyer Senior Deed of Trust.

IN WITNESS WHEREOF, the City and the Participant have executed this Certificate as of \_\_\_\_\_, 2013 .

**PARTICIPANT**

By: \_\_\_\_\_  
[name of homebuyer]

**CITY**

CITY OF MORENO VALLEY, a municipal corporation

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

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

That certain real property located in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

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**EXHIBIT I**

**HOMEBUYER JUNIOR NOTE**

**(PROMISSORY NOTE SECURED BY DEED OF TRUST)**

\$200,000.00 ("Original Principal Amount")

Moreno Valley, California

\_\_\_\_\_, 2013 ("City Loan Date")

Property Address: [address of homebuyer]

Moreno Valley, California 92552  
City State Zip Code

**FOR VALUE RECEIVED**, the undersigned ("Maker") promises to pay to the City of Moreno Valley ("Holder" or "City") at 14177 Frederick Street, Moreno Valley, California 92552, or at such other address as Holder may direct from time to time in writing, the sums specified in the terms and provisions of this Promissory Note as the "Note Amount".

**1. Loan Agreement.** This Homebuyer Junior Promissory Note (this "Note") is made and delivered pursuant to and in implementation of the Homebuyer Loan Agreement entered by and among the Holder and the Maker dated \_\_\_\_\_, 2013 ("Agreement"), a copy of which is on file as a public record with the Holder. The Agreement is incorporated herein by this reference. The Maker acknowledges that but for the execution of this Note, the Holder would not enter into the Agreement or make the loan contemplated therein. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

**2. Term.** The term of the Note shall be forty-five (45) years from the City Loan Date ("Term"). This Note will mature on \_\_\_\_\_, 20\_\_.

**3. Note Amount.** The sums due and payable pursuant to the terms and provisions of this Note consist of both the Original Principal Amount and any other amounts which become due hereunder (collectively, the "Junior Note Amount").

**4. Junior Loan Amount; Interest Rate.** The Junior Loan Amount shall accrue no (0%) interest.

**5. Junior Loan Amount; Payments.** Payments shall be due and payable on the first day of each month beginning \_\_\_\_\_ 1, 201\_. Monthly payments shall be due in the amount of \_\_\_\_\_ (\$\_\_\_\_\_). Payments shall be made payable to the City of Moreno Valley and shall be made at the address set forth in the first paragraph of this Note.

**6. Acceleration.** The whole of the Note Amount, inclusive of both the Original Principal Amount and all other payments due hereunder and under the Agreement shall become due and be immediately payable to the Holder by the Maker upon the occurrence of the first of the following events: (a) the sale or transfer of the Property, including, without limitation, the lease,

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exchange or other disposition of the Property or any interest therein, whether voluntary or involuntary, except (i) a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Agreement, or (ii) the transfer of the Property solely as a result of the marriage, divorce, incompetence or death of one or more individuals constituting the Maker, so long as the transferee(s) give written notice supported by reasonable evidence of such event to Holder within thirty (30) days of its occurrence and the transferee(s) assume the Maker's obligations under the Agreement and this Note, by execution of an assignment and assumption agreement to be provided by the Holder, or (iii) a sale or transfer which under applicable law would not, by itself, permit the Holder to exercise a due on sale or due on encumbrance clause, or (b) such time if or when Maker is no longer an occupant of the Property pursuant to Section 5 of the Agreement or is in default of any other obligation under the Agreement.

**7. Sale to Low Income Household at Affordable Housing Cost.** For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Maker sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes this Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Holder and such additional documentation as may be required by Holder. Maker acknowledges it shall comply with the Affordable Housing resale restrictions relating to any prospective sale of the Property.

Sale to Low Income Household. For a period ("Affordability Period") commencing upon the recording of the City Developer CC&Rs and terminating on the forty-fifth (45th) anniversary thereof ("Affordability Period Termination Date"), the Note Amount will not become due and payable if Trustor sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes the Note and the Agreement by an assignment and assumption agreement which is reasonably acceptable to the Beneficiary.

"Affordable Housing Cost" means as follows:

Each purchaser shall be a person or family of Low Income earning not more than eighty percent (80%) of Median Income which agrees to occupy the Homebuyer Property as such purchaser's principal residence. "Affordable Housing Cost" for each Participant (and all successors thereto during the 45-year Affordability Period) shall be as defined in Health & Safety Code Section 50052.5 (or its successor statute) and the implementing regulations thereto promulgated by the Housing and Community Development Department of the State of California. As of the date of the Agreement, Affordable Housing Cost means a monthly housing cost which does not exceed thirty percent (30%) times seventy percent (70%) of Median Income adjusted for family size appropriate to the Property; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%). (Pursuant to Section 50052.5 because the Property has three bedrooms the presumed household size for purposes of the Agreement is four persons.)

The income of co-signers (individuals who sign only the Promissory Note) and co-mortgagors (individuals who sign both the Promissory Note and the grant deed) will be included for

determining whether Participant is a Low Income Household, if such co-signers and co-mortgagors are part of Participant's household and are residing in the Property.

**8. Security for Note.** This Note shall be secured by a subordinate deed of trust and rider thereto of even date herewith encumbering the Property ("the Homebuyer Junior Deed of Trust"), executed by Maker, as trustor, in favor of Holder, as beneficiary. The Homebuyer Junior Deed of Trust shall be junior and subordinate to a deed of trust securing repayment of the "Homebuyer Senior Loan" (the "Homebuyer Senior Loan") as provided under the Homebuyer Loan Agreement.

**9. Prepayment of Note.** Maker may prepay this Note to Holder, provided that any prepayment must be in full and not in part. Prepayment shall not, however, release Maker from the requirements of the Homebuyer Junior Loan or the City Developer CC&Rs. In addition, prepayment shall be treated in the same manner as a refinancing of the Property.

**10. Holder May Assign.** Holder may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Maker.

**11. Maker Assignment Prohibited.** In no event shall Maker assign or transfer any portion of this Note, the Note Junior Amount and/or the Agreement without the prior express written consent of the Holder, as provided in Section 7 hereof.

**12. Joint and Several.** The undersigned, if more than one, shall be jointly and severally liable hereunder.

**13. Attorneys' Fees and Costs.** In the event that any action is instituted to enforce payment under this Homebuyer Junior Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs and all attorneys' fees incurred in enforcing this Note.

**14. Amendments.** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part thereof.

**15. Maker's Waivers.** Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

**16. Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Note shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

**To Maker:**

[name of homebuyer]  
[address of homebuyer]  
Moreno Valley, California 92552

**To City:**

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

17. **Successors Bound.** This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF,** Maker has executed this Note as of the date set forth below.

**MAKER:**

By: \_\_\_\_\_  
Printed Name: [name of homebuyer]

**EXHIBIT J**

**HOMEBUYER JUNIOR DEED OF TRUST**

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

WHEN RECORDED MAIL TO:  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(SHORT FORM)**

This DEED OF TRUST, made as of \_\_\_\_\_, 2013 between [name of homebuyer] ("Program Participant" or "Trustor") whose address is [address of homebuyer], Moreno Valley, California 92552, **TICOR TITLE COMPANY OF CALIFORNIA**, a California corporation, herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing: (1) payment of the sum of \$200,000, according to the terms of a promissory note of even date herewith designated as the "Homebuyer Junior Note" made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof pursuant to a Homebuyer Loan Agreement between Trustor and Beneficiary as of \_\_\_\_\_, 2013 (the "Agreement"; a copy of the Agreement is on file with Beneficiary as a public record and is deemed incorporated herein by reference). All capitalized terms not defined herein shall have the meanings established therefor under the Agreement unless the context requires otherwise, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, and (4) compliance under each of (i) that certain Declaration of Conditions, Covenants and Restrictions recorded on \_\_\_\_\_, 2013 as Document No. \_\_\_\_\_ among the official land records of the County of Riverside (the "City Developer CC& Rs") and (ii) that certain document entitled Certificate Regarding Declaration of Conditions, Covenants and Restrictions and Certain Other Instruments (the "Homebuyer Acknowledgment of Covenants") recorded of even date herewith, and (5) performance under Exhibit "B" which is attached hereto and incorporated herein by reference.



To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County August 18, 1964 commencing at Book 3778, Page 347 of the Official Records of the Riverside County Recorder shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

SEE RIDER TO THIS DEED OF TRUST ATTACHED HERETO  
AS EXHIBIT "B" AND MADE A PART HEREOF.

---

[name of homebuyer]

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of Notary Public)

personally appeared \_\_\_\_\_

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature Of Notary

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title Or Type Of Document

- Partner(s)       Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

\_\_\_\_\_  
Number Of Pages

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Date Of Documents

\_\_\_\_\_  
Signer(s) Other Than Named Above

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[to come]

## EXHIBIT B

### RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of \_\_\_\_\_, 2013, executed by [name of homebuyer], an individual, as "Trustor", to TICOR Title Company of California, a California corporation, as Trustee, for the benefit of Housing Authority of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. DEFAULT. A default or breach under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

(a) A default under that certain Homebuyer Loan Agreement, executed by Trustor as Program Participant and Beneficiary, as City;

(b) A default under the City Developer CC&Rs; or

(c) A default under the Homebuyer Senior Deed of Trust; or

(d) A default under any other deed of trust encumbering the Property which has a priority senior to this Deed of Trust.

2. NON-IMPAIRMENT. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

3. DUE ON SALE OR ENCUMBRANCE. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements situated on the Property; provided that a sale of the Property to a Low Income Household at an Affordable Housing Cost with City's prior written approval accomplished in strict conformity with Section 4 of the Homebuyer Loan Agreement shall not be deemed to constitute grounds for acceleration under this Deed of Trust. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. PRIORITY OF DEED OF TRUST. This Deed of Trust shall be subject to the City Developer CC&Rs and the Homebuyer Senior Deed of Trust but shall be senior to any deed of trust.

## DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof

EXHIBIT B TO EXHIBIT J OF ATTACHMENT NO. 6

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regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

EXHIBIT B TO EXHIBIT J OF ATTACHMENT NO. 6

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After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE  
TO TICOR TITLE COMPANY OF CALIFORNIA, TRUSTEE**

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

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

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

Please mail Deed of Trust,  
Note and Reconveyance to

\_\_\_\_\_

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

**DEED OF TRUST  
with power of sale**

\_\_\_\_\_  
**TRUSTEE**





3. The Property is conveyed to grantee at a purchase price, herein called "Purchase Price", determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that the Grantee, such successors and such assigns, shall maintain and use the Property in accordance with that certain Declaration of Conditions, Covenants and Restrictions recorded as document number \_\_\_\_\_ (the "City Developer CC&Rs") among the official land records of the County Recorder of the County of Riverside ("Official Records") that certain document entitled Certificate Regarding Declaration of Conditions, Covenants and Restrictions and Certain Other Instruments (the "Homebuyer Acknowledgment of Covenants") recorded of even date herewith.

THIS PROPERTY IS SUBJECT TO DECLARATIONS OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR AFFORDABLE HOUSING WHICH PROHIBIT THE RENTAL OF THE PROPERTY AND WHICH RESTRICT THE OCCUPANCY AND TRANSFER OF THE PROPERTY.

4. The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

5. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the Agreement; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. All covenants contained in this Grant Deed shall be covenants running with the land. Grantee's obligation to maintain and use the improvements constructed as provided in paragraph 3 shall continue in effect for a period ending on [insert date which is the 45<sup>th</sup> anniversary of the conveyance of the Site by the Authority to the Developer]. Every covenant contained in this Grant Deed against discrimination contained in paragraph 4 of this Grant Deed shall remain in perpetuity. The covenants shall be enforceable by each of the City and the Authority.

7. All covenants without regard to technical classification or designation shall be binding for the benefit of the City, and such covenants shall run in favor of the City for the entire period during which such covenants shall be in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. The City, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2013.

The Grantee agrees to be bound by the covenants set forth above.

**HABITAT FOR HUMANITY, RIVERSIDE, INC.,**  
a California nonprofit public benefit corporation

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

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

**“GRANTOR”**

**[Name of Grantee(s)]**

**[to come]**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[to come]

ATTACHMENT NO. 7

CITY DEVELOPER CC&Rs

RECORDING REQUESTED BY )
AND WHEN RECORDED MAIL TO: )
City of Moreno Valley )
14177 Frederick Street )
Moreno Valley, CA 92552 )
Attention: City Manager )

(Space above for Recorder's use.)
(Exempt from Recording Fees Per Gov't Code
§27383.)

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (the
"Declaration" or "City Developer CC&Rs"), dated as of \_\_\_\_\_, 2013 is made by
and among HABITAT FOR HUMANITY, RIVERSIDE, INC., a California nonprofit public
benefit corporation (the "Participant" or the "Developer") and the CITY OF MORENO VALLEY,
a municipal corporation (the "City"), as of the date set forth below, and concerns the "Site", which is
that certain property described in Exhibit "A" hereto.

RECITALS

A. City is a municipal corporation. The City is the recipient of moneys from the federal
government pursuant to the Neighborhood Stabilization Program ("NSP") enacted by the United
States Congress as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289,
approved July 30, 2008, sometimes referred to as "HERA" and the Dodd-Frank Wall Street Reform
and Consumer Protection Act of 2010 (Pub. L. 111-203, approved July 21, 2010), including
regulations cited at 75 FR 64322 sometimes together referred to as "NSP3"), and has determined to
utilize funding therefrom for the development and long-term retention of affordable ownership
housing.

B. City entered into a Affordable Housing Agreement dated as of May 1, 2013 (the
"Agreement") with Habitat for Humanity, Riverside, Inc., a California nonprofit public benefit
corporation ("Developer") and the Housing Authority of the City of Moreno Valley (the "Housing
Authority"), pursuant to which the Developer was to purchase that certain parcel of real property (the
"Site") located in the City of Moreno Valley, County of Riverside, State of California, described in
Exhibit "A" attached hereto and incorporated herein, and to divide the Site into eight (8) lots (each a
"Lot"), to construct or cause to be constructed a house on each lot (each a "House", and, together
with the corresponding Lot, a "Homebuyer Property"), and to effect he conveyance of such residence
at "Affordable Housing Cost" to "Program Participants," as defined in the Agreement.

C. The Site was originally acquired by the former Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency"). The Redevelopment Agency, as well as all other redevelopment agencies in the State of California, was dissolved pursuant to ABx1 26 as enacted by the California Legislature during 2011 (the "2011 Dissolution Measure"). The administration of the dissolution of redevelopment agencies was also addressed by AB 1484, Chapter 26, Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Measure, the "Dissolution Act"). In the course of implementation of the dissolution of the Redevelopment Agency under the Dissolution Act, housing assets of the former Redevelopment Agency were transferred to the Housing Authority.

D. Developer, Housing Authority and the City desire and intend that the Site shall be restricted to use in conformity with this Declaration to preserve its value for the benefit of City, Developer, "Participants" (which shall mean each "Program Participant", as defined in the Agreement, and each successor thereto ("Participants") as to any portion of the Site), and their successors, and the surrounding neighborhood.

E. "Participant" shall mean (i) the Developer and (ii) each subsequent owner as to the Site that is owned by such person(s). Upon conveyance of the Site by the Developer accomplished in strict conformance with Article IV of the CC&Rs, as confirmed by the City, Developer shall not thereafter be deemed to be a "Participant" hereunder until such time, if ever, that the Developer later acquires title to the Site.

**NOW, THEREFORE,** Developer hereby agrees and covenants to adhere to each and every one of the following covenants, conditions and restrictions with regard to all or any portion of the Property owned by Developer (or its successors and assigns) as though Developer were a Participant, and, as a condition of closing escrow on the House, to require the Participant purchasing such House to acknowledge and agree to a similar declaration of covenants, conditions and restrictions, and to become and remain responsible for adherence to the covenants, conditions and restrictions contained herein as to such House. Upon each conveyance of a portion of the Site, the owner thereof shall be obligated to perform all duties of Participant hereunder, with respect to the Site as is owned by such Participant.

## ARTICLE I

### NONDISCRIMINATION

1. Participant covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall Participant itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site.

Participant, its successors and assigns, shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land..”

b. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

c. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

## ARTICLE II

### DUTIES OF PARTICIPANT

**Section 1. Exterior Maintenance.** All exterior, painted surfaces of any structures located on the Site shall be maintained at all times in a clean and presentable manner. Any such defacing marks shall be cleaned or removed within a reasonable period of time.

**Section 2. Front and Side Exteriors.** Participant shall, at all times maintain the front exterior, any visible side exteriors, and yards, if any, in a clean, safe and presentable manner.

**Section 3. Graffiti Removal.** All graffiti, and defacement of any type, including marks, words and pictures must be removed from the Site and any necessary painting or repair completed within one (1) week of creation or within one (1) week after notice to Participant from City, whichever is less.

**Section 4. Landscaping.** All landscaping surrounding the corresponding lot shall be maintained in a manner consistent with standards of the City of Moreno Valley Municipal Code (the "Code") and any rules, regulations and standards adopted pursuant to the Code. In addition, for example, the yard areas shall not contain the following: (a) lawns with grasses in excess of nine (9) inches in height, (b) trees, shrubbery, lawns, and other plant life which are dying from lack of water or other necessary maintenance, (c) trees and shrubbery grown uncontrolled without proper pruning, (d) vegetation so overgrown as to be likely to harbor rats or vermin, (e) dead, decayed or diseased trees, weeds and other vegetation, and (f) inoperative irrigation system(s).

Participant shall properly maintain the buildings, landscaping and yard areas on the Site, as follows:

(a) No improperly maintained landscaping shall be visible from public rights of way, including:

1. no lawns with grasses in excess of six (6) inches in height;
2. no untrimmed hedges;
3. no trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance;
4. no trees and shrubbery grown uncontrolled without proper pruning;
5. no vegetation so overgrown as to be likely to harbor rats or vermin;
6. no dead, decayed or diseased trees, weeds and other vegetation.

(b) No yard areas shall be left unmaintained, including:

1. no broken or discarded furniture, appliances and other household equipment stored in yard areas for periods exceeding one (1) week;
2. no packing boxes, lumber, trash, dirt and other debris stored in yards for periods exceeding one (1) week in areas visible from public property or neighboring properties;
3. no unscreened trash cans, bins or containers stored for unreasonable periods in areas visible from public property or neighboring properties; and
4. no vehicles parked or stored in other than approved parking areas.



- (c) No buildings may be left in an unmaintained condition, including:
1. no violations of state law, Uniform Codes, or City ordinances;
  2. no condition that constitutes an unsightly appearance that detracts from the aesthetics or property value of the subject property or constitutes a private or public nuisance;
  3. no broken windows or chipped, cracked or peeling paint; and
  4. no conditions constituting hazards and/or inviting trespassers or malicious mischief.

If such buildings, landscaping or yard areas are not so maintained, and such condition is not corrected as soon as possible after notice thereof from City or the City of Moreno Valley, then either City or the City may perform the necessary maintenance and Covenantor shall pay such costs as are reasonably incurred for such maintenance.

### ARTICLE III

#### OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

**Section 1. Maintenance by Participant.** Participant shall, at his sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in good condition and making all repairs as may be required by this Declaration and the Code.

**Section 2. Damage and Destruction Affecting Site - Duty to Rebuild.** If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of Participant to rebuild, repair or reconstruct the Site in a timely manner to restore it to Code compliance condition.

**Section 3. Variance in Exterior Appearance and Design.** If the Site is damaged or destroyed by casualty, Participant may apply to the City for approval to reconstruct, rebuild or repair the Site in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

**Section 4. Time Limitation.** In the event of damage or destruction due to casualty, Participant shall be obligated to proceed with all due diligence and commence reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after damage occurs or demolition and vacate within two (2) months, unless prevented by causes beyond the reasonable control of Participant.

### ARTICLE IV

#### AFFORDABLE HOUSING

**Section 1. Affordability Covenants.** Participant agrees for itself, and its successors and assigns, and every successor to Participant's interest in the Site, or any part thereof that until the forty-fifth (45th) anniversary of the recordation of this Declaration (the "Expiration Date"):

(a) Each dwelling unit on the Site (the "Affordable Units") shall only be owned and occupied by Participant or by households which, as of the time of purchase of the Site, have an income which does not exceed Eighty Percent (80%) of the Riverside County monthly median income (which households shall, for purposes of this Declaration, constitute "Eligible Persons or Families"). It is further agreed and acknowledged that each and every occupant of each of the Affordable Units shall execute agreements, promissory notes and deeds of trust encumbering the subject property for the benefit of the City in form acceptable to the City.

(b) The Affordable Units may be sold at an Affordable Housing Cost (as defined below) to Eligible Persons or Families. Affordable Housing Cost shall mean, as to each household consisting of Eligible Persons or an Eligible Program Participant, that purchase price which would result in monthly housing payments which do not exceed an amount under any currently prevailing, fixed conventional home mortgage lending rates applied by any reputable institutional home mortgage lender, or the lending rates of any government-subsidized or special mortgage program for which such person or family qualifies and has obtained a first trust deed loan, which do not exceed: (i) thirty percent (30%) of seventy percent (70%) of the Riverside County monthly median income (as determined by the United States Department of Housing and Urban Development) (the "Median Income") for a household having an income which does not exceed eighty percent (80%) of the Median Income, all as more particularly set forth in Sections 50052.5 and 50079.5 of the California Health and Safety Code; provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%); provided that if a particular household's income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

(c) The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect as of the Expiration Date.

**Section 2. Transfer of Site.** No transfer of the Affordable Unit shall occur until the City determines (a) that the proposed purchaser intends to occupy such Affordable Unit as the proposed purchaser's principal residence, (b) that the proposed purchaser is an Eligible Person(s) or Household, and (c) that the proposed transfer occurs at an Affordable Housing Cost as determined pursuant to the Agreement. The proposed purchaser shall have submitted to the City such information and completed such forms as the City shall request to certify the proposed purchaser's intent with respect to its residency of the Affordable Unit and its gross income and the proposed purchaser has submitted an affidavit disclosing and certifying the amount of the proposed purchase price. Prior to conveyance of the Affordable Unit, each approved purchaser shall submit to the City an executed disclosure statement which certifies that the purchaser is aware that the purchaser buying may only sell the unit at an Affordable Housing Cost to a Low Income person or family, that the maximum permitted sales price may be less than fair market value and that the corresponding Affordable Unit must be owner-occupied at all times and cannot be rented or leased. Participant shall cooperate with the City in providing such forms to proposed purchasers and in assisting proposed purchasers to prepare such forms and to provide any required information to the City in connection with the Participant's original sale of the corresponding Affordable Unit.

PARTICIPANT UNDERSTANDS THAT THE DETERMINATION OF THE AFFORDABLE HOUSING COST CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INTEREST RATES, THE TERMS OF SALE OFFERED TO AND THE ECONOMIC CIRCUMSTANCES OF THE PROPOSED PURCHASER

AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED, AND THAT THE TRANSFER PRICE PERMITTED HEREUNDER WILL PROBABLY BE SUBSTANTIALLY LESS THAN THE FAIR MARKET VALUE OF SUCH PROPERTY AND MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS RESTRICTION AND, FURTHER, THAT THE RESTRICTIONS MAY SEVERELY LIMIT THE INTEREST OF PROSPECTIVE BUYERS IN THE PROPERTY. PARTICIPANT FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE TRANSFER PRICE THE PRIMARY OBJECTIVE OF THE CITY AND THIS DECLARATION IS TO PROVIDE HOUSING TO LOW INCOME HOUSEHOLDS AT AN AFFORDABLE HOUSING COST.

The covenant contained in this Section 2 shall run with the land and shall automatically terminate and be of no further force or effect upon the Expiration Date.

## ARTICLE V

### ENFORCEMENT

**Section 1. Remedies.** Breach of the covenants contained in this Declaration may be enjoined, abated or remedied by appropriate legal proceeding.

**Section 2. Rights of the City.** As a party to this Declaration, the City is entitled to the following rights:

- a. The City has the right, but not the obligation, to enforce all of the provisions of this Declaration.
- b. Any amendment to the Declaration shall require the written consent of the City.
- c. This Declaration does not in any way infringe on the right or duties of the City to enforce any of the provisions of the Code including, but not limited to, the abatement of dangerous buildings.

In addition to these rights of the City, the Housing Authority of the City of Moreno Valley (the "Housing Authority") shall have the right to enforce the Declaration.

**Section 3. Notice of Inspection.** Participant acknowledges and agrees that the City and its employees and agents shall have the right to enter upon the Site during normal business hours to ensure compliance with this Declaration and all applicable federal, state and local laws and regulations. The City agrees to notify Participant not less than forty-eight (48) hours prior to the City's proposed time of inspection of the Site, and agrees to attempt to obtain the Participant's consent to such inspection. Upon receipt of such notice, Participant agrees to cooperate with the City in making the Site available for inspection by the City. Participant acknowledges and agrees that if for any reason Participant fails to consent to such inspection, the City may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain entry to and inspect the Site.

**Section 4. Cumulative Remedies.** The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

**Section 5. Failure to Enforce.** The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

## **ARTICLE VI GENERAL PROVISIONS**

**Section 1. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 2. Construction.** The provisions of this Declaration shall be liberally construed for the purpose of maintaining the Site. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

**Section 3. Amendments.** This Declaration may be amended only by the written agreement of Participant and the City.

**Section 4. Notices.** Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by first-class or certified mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to Participant. Such address may be changed from time to time by notice in writing to the City, which shall be made by certified mail to the City of Moreno Valley at 14177 Frederick Street, Moreno Valley, California 92552, Attention: City Manager, and shall be effective upon receipt.

**Section 5. Term of Declaration.** Except as provided in Article I relating to nondiscrimination, the covenants, conditions and restrictions of this Declaration shall run with the Site and shall expire as of the forty-fifth (45th) anniversary of the date of recordation of this Declaration.

IN WITNESS WHEREOF, the City and Participant have caused this instrument to be duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY**

**CITY OF MORENO VALLEY**, a municipal corporation

By: \_\_\_\_\_  
City Manager

**DEVELOPER**

**HABITAT FOR HUMANITY, RIVERSIDE, INC.**,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE SITE**

[To come.]

**ATTACHMENT NO. 8**

**REQUEST FOR NOTICE OF DEFAULT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Exempt from recording fees pursuant to Government  
Code § 27383.

**Request for Notice Under Section 2924b Civil Code**

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, 2013, in Book \_\_\_\_\_, Page \_\_\_\_\_, Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by \_\_\_\_\_, as Trustor, in which \_\_\_\_\_ is named as Beneficiary, and \_\_\_\_\_ as Trustee, be mailed to CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552, Attention: City Manager.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

\_\_\_\_\_  
City Manager

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[To come.]



## ATTACHMENT NO. 9

### SCOPE OF DEVELOPMENT

#### I. GENERAL DESCRIPTION

The Site is specifically delineated on the Map and the Legal Description of the Site.

#### II. DEVELOPMENT

The Developer shall construct or cause to be constructed not fewer than eight (8) detached, single-family house on the Site, each with not less than 3 bedrooms and 2 bathrooms, together with all on-site and off-site features described in this Scope of Development, including without limitation landscaping. All such improvements collectively constitute the "Improvements". The Improvements are to be accomplished in two phases, the first phase consisting of the development of four (4) Houses and the second phase consisting of at least four (4) additional Houses. The first phase shall additionally include any off sites or conditions of City approvals for the Site.

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the City as of the Date of Agreement as supplemented by the Design Development Drawings (the "Approved Plans"), including all conditions and mitigation measures.

The Developer shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

#### III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the Municipal Code of the City of Moreno Valley (the "Municipal Code") and the following development standards:

##### A. General Requirements:

**1. Vehicular Access.** The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the City. In the interest of minimizing traffic congestion, the City will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the City staff.

**2. Building Signs.** Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City staff approval, and signs must conform to the Municipal Code.

**3. Screening.** All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the City staff.

**4. Landscaping.** The Developer shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming to the plans as hereafter approved by the City.

Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to the City staff approval prior to planting.

5. **Utilities.** All utilities on the Site provided to service the units rehabilitated or reconstructed by the Developer shall be underground at Developer's expense.

6. **Building Design.** Buildings shall be constructed such that the Improvements shall be of high architectural quality, and shall be effectively and aesthetically designed and in conformance with City approvals.

**B. Design Features:**

The following design features are considered essential components to the Improvements:

Handicapped Units - Units are to be fully handicapped accessible in compliance with State Housing Code - Title 24 requirements.

Security - The details of security will be reviewed upon submission of the detailed plans.

Overall Design Quality, Materials, Colors, Design Features - Quality of design is important, materials and colors are to be approved by City.

Garages – Garage facilities (and not merely carports) shall be made available for each dwelling unit on Site.

**C. City Processing:**

Upon conclusion of the City's design and review processes as generally referenced at Sections 4.2 and 4.3 of this Agreement, construction of the Improvements in conformity with such approvals shall be deemed to conform to this Article III of this Scope of Development.

**IV. DEMOLITION AND SOILS**

The Developer assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. The Developer has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the City, the City, or their respective officers, agents and employees.

**ATTACHMENT NO. 10**

**CERTIFICATE OF COMPLETION OF CONSTRUCTION**

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
) )  
HABITAT FOR HUMANITY, )  
RIVERSIDE AREA, INC. )  
2180 Iowa Avenue )  
Riverside CA 92507 )  
Attn: President )  
)

(Space Above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

**CERTIFICATE OF COMPLETION OF CONSTRUCTION**

THIS CERTIFICATE OF COMPLETION OF CONSTRUCTION (the "Certificate") is made by the **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic (the "City"), in favor of **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation (the "Developer"), as of the date set forth below.

R E C I T A L S

**A.** City, the Housing Authority of the City of Moreno Valley (the "Housing Authority") and the Developer have entered into that certain Affordable Housing Agreement ("Agreement") dated May 1, 2013 concerning the redevelopment of certain real property situated in the City of Moreno Valley, California, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Property").

**B.** As referenced in Section 4.13 of the Agreement, City is required to furnish the Developer or its successors with a Certificate of Completion of Construction upon completion of construction of the "Improvements" (as defined in Section 1.1 of the Agreement), which Certificate is required to be in such form as to permit it to be recorded in the Recorder's Office of Riverside County. This Certificate is conclusive determination of satisfactory completion of the construction and development required by the Agreement.

**C.** City has conclusively determined that the construction of the Improvements has been satisfactorily completed.

NOW, THEREFORE, City hereby certifies as follows:

**1.** City does hereby certify that the construction of the Improvements has been fully and satisfactorily completed in full conformance with the Agreement.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Site, or any part thereof.

3. This Certificate shall not constitute evidence of Developer's compliance with those covenants in the Agreement that survive the issuance of this Certificate.

4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

5. Nothing contained in this instrument shall modify in any other way any other provisions of the Agreement or documents recorded in connection therewith concerning the use of the Site.

IN WITNESS WHEREOF, City has executed this Certificate of Completion this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF MORENO VALLEY**, a municipal corporation

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

ATTEST:

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[to come]

## ATTACHMENT NO. 11

### CALCULATION OF AFFORDABLE HOUSING COST

“Affordable Housing Cost” for the purposes of the Agreement is that purchase price which would result in a monthly housing cost which does not exceed the product of thirty percent (30%) times seventy percent (70%) of Riverside County median income adjusted for family size appropriate for the House; provided that if a particular household’s income is between seventy percent (70%) and eighty percent (80%) of Median Income, then the actual income may be used in place of seventy percent (70%).

The following is a worksheet of how to calculate Affordable Housing Cost.

For a three bedroom House, the maximum allowable monthly housing costs for Low Income Household purchasers may not exceed 1/12 of 30% x 70% of Riverside County Median Income for a family of 4 (which median income constitutes \$65,000 as of the Date of Agreement), or \$1,137.50; provided that, in particular cases under which a particular household has an income of greater than seventy percent (70%) of Median Income, a higher limit may apply: in any such case, Habitat is to confer and consult with the City regarding the determination of what constitutes Affordable Housing Cost, and the determination of the City shall control.

Monthly Housing Costs include:

- a. Mortgage Principal and Interest
- b. Private Mortgage Insurance
- c. Property Taxes
- d. Fire/Casualty Insurance
- e. Property Maintenance
- f. Utilities Allowance
- g. Homeowner’s Association Fees (if any)

**ATTACHMENT NO. 12**  
**AUTHORITY GRANT DEED**

Recording Requested by: )  
 )  
When Recorded Return to and )  
Mail Tax Statements to: )  
 )  
HABITAT FOR HUMANITY, )  
RIVERSIDE AREA, INC. )  
2180 Iowa Avenue )  
Riverside, CA 92507 )  
Attn: President )

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

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

**GRANT DEED**

For a valuable consideration, receipt of which is hereby acknowledged,

The **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a housing authority duly established and operating pursuant to Chapter 1 of Part 2 of Title 24 of the California Health and Safety Code ("Grantor"), acting to carry out the Redevelopment Plan ("Redevelopment Plan") for the Moreno Valley Redevelopment Project ("Project"), under the Community Redevelopment Law of California, hereby grants to **HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation, herein called ("Grantee"), the real property hereinafter referred to as the "Property," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants or record described there.

1. The Property is conveyed in accordance with and subject to certain Affordable Housing Agreement entered into by and among the City of Moreno Valley, a municipal corporation ("City"), Grantor and Grantee dated May 1, 2013 (the "Agreement"), a copy of which is on file with the City at its offices as a public record and which is incorporated herein by reference. All capitalized terms not defined herein shall have the meanings capitalized therefor in the Agreement.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall not use the Property for other than the uses allowed pursuant to the Agreement.

3. The Property is conveyed to grantee at a purchase price, herein called "Purchase Price", determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that the Grantee, such successors and such assigns, shall maintain and use the Property in accordance with the "City Developer CC&Rs," recorded of even date herewith with respect to the Property.

4. The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

5. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the Agreement; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. All covenants contained in this Grant Deed shall be covenants running with the land. Grantee's obligation to maintain and use the improvements constructed as provided in paragraph 3 shall continue in effect for a period ending on [insert date which is the 45<sup>th</sup> anniversary of the recording of this Grant Deed]. Every covenant contained in this Grant Deed against discrimination contained in paragraph 4 of this Grant Deed shall remain in perpetuity. The covenants shall be enforceable by each of the City and the Authority.

7. All covenants without regard to technical classification or designation shall be binding for the benefit of the Grantor, and such covenants shall run in favor of the Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

8. Both before and after recordation of a Certificate of Completion, both Grantor, its successors and assigns, and Grantee and the successors and assigns of Grantee in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property.



IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, a public body corporate and politic

By: \_\_\_\_\_  
Executive Director  
"GRANTOR"

ATTEST:

\_\_\_\_\_  
Secretary

The Grantee agrees to be bound by the covenants set forth above.

**HABITAT FOR HUMANITY, RIVERSIDE, INC.**, a California nonprofit public benefit corporation

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

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

"GRANTEE"

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[to come]



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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk, CMC

**AGENDA DATE:** May 14, 2013

**TITLE:** APPOINTMENT TO THE LIBRARY COMMISSION

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### **RECOMMENDED ACTION**

Recommendations: That the City Council:

1. Appoint Laura D'Arciprete to the Library Commission with a term expiring June 30, 2015; or
2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

### **BACKGROUND**

The City Clerk's Office posted a Notice of Openings to fill vacancies on the Library Commission. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The Library Commission has two vacant positions with terms expiring June 30, 2015. The City Clerk's Office received one application for this position. Application was submitted by Laura D'Arciprete.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Applicant complied with this requirement.

**ALTERNATIVES**

The Library Commission considers matters pertaining to the administration, operation, development, improvement and maintenance of library services within the City. Choosing not to fill a vacancy on the above-mentioned commission would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley’s future. Therefore, staff recommends that the City Council make the recommended appointment.

**NOTIFICATION**

1. Publication of the agenda
2. Report and agenda mailed to applicant

**ATTACHMENTS**

None

Prepared by:  
Ewa Lopez  
Deputy City Clerk, CMC

Department Head Approval:  
Jane Halstead  
City Clerk, CMC

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



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>MJD</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:** May 14, 2013

**TITLE:** 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, AND ADOPTION OF A RESOLUTION RELATING TO CITATION AUTHORIZATION

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### **RECOMMENDED ACTION**

Recommendations: That the City Council:

1. Introduce the proposed Ordinance No. 866 amending Municipal Code Section 6.02.
2. Adopt proposed Resolution No. 2013-28 repealing Resolution No. 93-79 to include additional classifications with citation authorization.

### **BACKGROUND**

There is an existing need within the City's solid waste program to strengthen illegal hauling prohibitions and procedures, provide exemptions for the screening of commercial recycling bins, and update definitions.

Currently the Municipal Code prohibits any person from collecting any refuse for hire within the City at such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of refuse of the City or its inhabitants (Section 6.02.070). However, the Code also includes exemptions for certain groups that are not prohibited from collecting refuse for hire. The current exemptions are:

- Contractors or builders removing debris, rubbish and trash from construction sites
- Any persons holding a valid City business license to engage in the nursery or gardening business, to remove shrubbery, grass, tree cuttings, tree trimmings or other agricultural debris from property
- Any persons holding a valid City business license to engage in the removal of industrial wastes
- Any persons holding a valid City business license to engage in the removal of large or oversized items of solid waste

Staff recommends the modification of these exemptions. Such modification will avoid the loss of franchise fees not collected from waste being hauled by haulers not franchised by the City. Additionally, the current franchise agreement grants Waste Management, Inc. exclusive rights for the collection, transportation, recycling, composting, and disposal of various types of waste including Construction and Demolition Waste and Green Waste. However, the Municipal Code exemption for contractors, builders, and nursery/gardening businesses limits these exclusive rights. The modified exemptions will create consistency with the exclusive rights granted in the Franchise Agreement.

The recommendation of staff is to modify the list of exemptions and limit exemptions to the following:

- Contractors completing public improvement or utility work within the existing public right-of-way and/or easements
- Cases where the placement of a stationary bin is not feasible due to the project scope and/or operations
- Cases where the materials that the owner seeks to recycle are not recyclable by the franchise waste hauler, as determined by the City Manager or his or her designee
- Persons holding a valid City business license to engage in the removal of special wastes or large or oversized items of solid waste

This will allow exemptions for currently existing programs, such as the Capital Improvement Projects and work performed by utility companies. Additionally, it will allow special cases to be exempted on a case-by-case basis.

In addition, there is a need to establish a uniformity of technical definitions in the Municipal Code to be consistent with the technical definitions within the Franchise Agreement. Lastly, it is recommended to provide an allowance for commercial customers to place their recycling dumpster outside any screening in cases where space constraints or the nonexistence of trash enclosures would otherwise prohibit commercial and industrial businesses from participating in the Waste Management Commercial Recycling Program. This will allow such commercial customers to comply with regulations set forth in the State of California's mandatory commercial recycling legislation while also maintaining compliance with the City's Municipal Code.

## **DISCUSSION**

The recommended changes include implementing a new illegal hauling citation procedure. This will require various changes to be implemented. Additional classifications are proposed to be added to the list authorized to administer citations as reflected in Attachment “2” (Proposed Resolution). In addition to Solid Waste/Recycling Program staff additions, several other positions in other City departments/divisions have been included at the request of these departments/divisions in order to address their respective administrative citation needs.

This modification will allow City employees to post notices on bins which are being used for illegal hauling purposes. Violators of the City’s illegal hauling prohibitions will be subject to an administrative citation and penalty consistent with an infraction of the Municipal Code. As detailed in Attachment “1” (Proposed Ordinance), owners of illegal bins will have three days from the date of the notice posting to remove the bin, after which the bin will be confiscated. No bin will be confiscated without approval of the City. No bin will be confiscated prior to obtaining a warrant, if the bin is located on private property, unless exigent circumstances exist. The owner will have 30 days to claim the confiscated bin and pay all fees.

The City’s franchise waste hauler will be utilized to confiscate, transport and store bins upon City authorization. New fees are proposed to be placed on the fee resolution for fiscal year 2013/2014 to complement these new procedures. These fees are in addition to any penalty associated with the administrative citation, and the amounts of such fees are noted below:

### Confiscation of Bin (1 ½ yard – 6 yard)

- Hauling & Disposal – \$97.62
- Storage – \$25.00

### Confiscation of Bin (10 yard – 40 yard)

- Hauling & Disposal – \$457.62
- Storage – \$75.00

It is important to note that the changes recommended will not alter the ability for residents to obtain a self-haul permit. There will also be no financial impact on any of the residential or commercial accounts. The financial burden on the illegal hauling prohibition procedures will be placed on those non-franchise haulers who violate the Municipal Code.

In regards to accommodating commercial recycling customers, an exemption from the screening requirement for commercial recycling bins is proposed. This exemption would be limited to existing commercial properties that either have no existing trash enclosure/screening element or have trash enclosure(s)/screening element(s) of a size

that are not sufficient to accommodate both a commercial trash bin and a commercial recycling bin. At such time that any exempted property applies for major entitlement or expands by more than 50%, a condition of approval to construct a larger enclosure capable of accommodating two bins may be identified.

The approval of the Municipal Code modifications, citation authorization, and fees identified will establish the basis for a stronger illegal hauler enforcement program and facilitate compliance with mandatory commercial recycling requirements.

## **ALTERNATIVES**

Staff recommends that the City Council:

1. Introduce the proposed ordinance, adopt the proposed resolution repealing Resolution 93-79, and adopt the proposed resolution amending the FY13/14 Fee Schedule. ***Staff recommends this alternative. This will ensure the loss of franchise fees, supports the exclusive rights identified within the Franchise Agreement, and facilitates the ability of local businesses to comply with the State of California mandatory commercial recycling legislation.***
2. Direct staff to make changes to the ordinance and return to a City Council meeting or study session on a later date with a revised Ordinance.
3. Take no action. The existing ordinances will remain in effect. ***Staff does not recommend this alternative. This will maintain the current exemptions, continue the loss of potential franchise fee revenue, maintain limitations on the franchise hauler's exclusive rights identified within the Franchise Agreement, and maintain a barrier in the ability of local businesses to comply with the State of California's mandatory commercial recycling legislation.***

## **FISCAL IMPACT**

There are potential franchise fees that will be generated from the Construction and Demolition Waste and Green Waste not currently collected by the City's franchise hauler. All Hauling/Disposal and Storage fees collected will be utilized to pay for related services provided by the franchise waste hauler. There will be no rate increase to trash service to any customer in Moreno Valley.

## **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.



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.

**NOTIFICATION**

Publication of the City Council Agenda.

**ATTACHMENTS**

- Attachment 1 – Proposed Ordinance
- Attachment 2 – Proposed Resolution No. 2013\_28
- Attachment 3 – Proposed Resolution No. 2013\_28\_Redlined

Prepared By:  
Ariana Ayala  
Management Analyst

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

Concurred By:  
Robert R. Lemon  
Maintenance & Operations Division Manager

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

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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. 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. This section 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 28<sup>th</sup> day of May, 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. \_\_\_\_\_ had its first reading on May 14, 2013 and had its second reading on May 28, 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 28<sup>th</sup> day of May, 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. 2013-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING, REVISING AND REENACTING THE PROVISIONS OF RESOLUTION 93-79, AUTHORIZING SPECIFIED CLASSES OF OFFICERS AND EMPLOYEES OF THE CITY TO MAKE ARRESTS WITHOUT WARRANTS AND TO EXERCISE CITATION AUTHORITY.

WHEREAS, the City Council has determined that a need exists to designate and authorize classes of City officers and employees who may make arrests without warrants pursuant to Section 836.5 of the California Penal Code, and who may exercise citation authority pursuant to Section 853.6 of the California Penal Code and, by the adoption of Resolution Nos. 91-27, 88-53, and 93-79, has previously provided for the designation of such specified classes of officers and employees of the City; and

WHEREAS, it is in the best interest of the City that such designation and authorization be modified to reflect current position titles and duties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley as follows:

1. Resolution No. 93-79, as adopted by the City Council on September 14, 1993, is hereby repealed, effective upon the date of adoption of this Resolution. No action commenced pursuant to the authority granted by Resolution No. 93-79 shall be invalidated or otherwise affected by the repeal thereof.
2. The City Manager shall establish or select, and cause to be administered, a special enforcement training program to instruct each officer and employee who will exercise arrest and citation authority pursuant to this Resolution.
3. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed

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prior to termination.

4. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:
  - a. City Manager
  - b. Building Official
  - c. Code Compliance Coordinator
  - d. Senior Code Compliance Officer
  - e. Code Compliance Officer

Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code, or any planning, zoning, subdivision or development ordinance of the City, or of any of the following provisions of State law: Penal Code, Part 1, Title 13, Chapter 12, Article 2, beginning at Section 556, "Unlawfully placing signs on Public and Private Property"; Section 402(b), "Refrigerators, Washing Machines, etc. Not in Use"; Section 374.3. "Dumping"; and Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking"; Chapter 10, beginning at Section 22620 thereof, "Removal of Parked and Abandoned Vehicles" Chapter 11, beginning at Section 22950 thereof, "Parking Lots" Business and Professions Code, Division 8, Chapter 19, beginning at Section 22435, "Shopping and Laundry Carts"; and Sections 7028 and 7028.5, "Contracting Without a License".

5. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations of all City ordinances and Municipal provisions relating to building and construction, including, without limitation, Chapter 6.04 and all of Title 8 of the Municipal Code excepting only Chapter 8.36 thereof:
  - a. City Manager
  - b. Building Official
  - c. Senior Building Official
  - d. Building Inspector II (Housing Inspector)
6. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons designated by the City Manager to possess such authority are hereby authorized and designated to

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exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations relating to parking regulations.

7. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Business License Inspectors of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinance and Municipal Code violations relating to business regulations, including, without limitation, Title 5 of the Municipal Code.
8. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code provision relating to fire suppression and fire prevention, including, without limitation, California Code of Regulations, Title 19 "Public Safety", Division 1 "State Fire Marshal", and Chapter 8.36 of the Municipal Code:
  - a. City Manager
  - b. Fire Chief
  - c. Fire Marshal
  - d. Fire Battalion Chief
  - e. Deputy Fire Marshal
  - f. Fire Safety Specialist
  - g. Fire Inspector II
  - h. Fire Inspector I
9. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Park Rangers of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code violations relating to regulations for the use of park and recreation facilities, including, without limitation, Chapter 11.40 of the Municipal Code; or any of the following provisions of State law: California Penal Code Section 374.3, "Dumping", and Penal Code Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking", within the City parks.
10. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to

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exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed prior to termination.

11. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:
  - a. City Manager
  - b. City Engineer
  - c. Program Manager (Solid Waste & Recycling Program)
  - d. Management Analyst and/or Assistant (Solid Waste & Recycling Program)
  - e. Recycling Specialist

Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 6.02 "Refuse Collection, Transfer, and Disposal", and Chapter 8.80 "Recycling and Diversion of Construction and Demolitions Waste", or any of the following provisions of State law: Penal Code, Part 1, Title 10, beginning at Section 374.3. "Dumping"; and Section 374.4, "Littering";

12. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:
  - a. City Manager
  - b. City Engineer
  - c. Engineering Division Manager (Land Development Division)
  - d. Environmental Analyst

Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 "Standards and Practices", Chapter 8.10

“Stormwater/Urban Runoff Management and Discharge Controls”, Chapter 8.12 “Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)”, or any of the following provisions of State law: Penal Code, National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for the Riverside County Flood Control & Water Conservation District, the County Of Riverside, and the Incorporated Cities of Riverside County Within the Santa Ana Region, Order No. R8-2010-0033 and NPDES No. CAS 618033 (aka “MS4 Permit”);

13. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

- a. City Manager
- b. City Engineer
- c. Engineering Division Manager (Land Development Division)
- d. Construction Inspector

Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 “Standards and Practices”, Chapter 8.12 “Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)”, Chapter 8.14 “General”, Chapter 8.21 “Grading Regulations”, Chapter 9.08 “Development Standards”, Chapter 9.09 “Specific Use Development Standards”, or any of the following provisions of State law: Penal Code, Government Code Sections 66410 – 66499.58 (aka “Subdivision Map Act”);

14. No provisions of this Resolution shall be construed to affect in any manner citation or arrest authority granted by any other provision of law.

BE IT FUTHER RESOLVED that this Resolution shall become effective immediately upon the date of its adoption.

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Date Adopted: May 14, 2013

APPROVED AND ADOPTED this 14<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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Resolution No. 2013-28  
Date Adopted: May 14, 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. 2013-28 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14<sup>th</sup> day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

---

City Clerk

(SEAL)

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Date Adopted: May 14, 2013

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RESOLUTION NO. 2013-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING, REVISING AND REENACTING THE PROVISIONS OF RESOLUTION 93-79, AUTHORIZING SPECIFIED CLASSES OF OFFICERS AND EMPLOYEES OF THE CITY TO MAKE ARRESTS WITHOUT WARRANTS AND TO EXERCISE CITATION AUTHORITY.

WHEREAS, the City Council has determined that a need exists to designate and authorize classes of City officers and employees who may make arrests without warrants pursuant to Section 836.5 of the California Penal Code, and who may exercise citation authority pursuant to Section 853.6 of the California Penal Code and, by the adoption of Resolution Nos. 91-27, 88-53, and 93-79, has previously provided for the designation of such specified classes of officers and employees of the City; and

WHEREAS, it is in the best interest of the City that such designation and authorization be modified to reflect current position titles and duties;

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2. The City Manager shall establish or select, and cause to be administered, a special enforcement training program to instruct each officer and employee who will exercise arrest and citation authority pursuant to this Resolution.
3. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed

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prior to termination.

4. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:
  - a. City Manager
  - b. Building Official
  - c. Code Compliance Coordinator
  - d. Senior Code Compliance Officer
  - e. Code Compliance Officer

Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code, or any planning, zoning, subdivision or development ordinance of the City, or of any of the following provisions of State law: Penal Code, Part 1, Title 13, Chapter 12, Article 2, beginning at Section 556, "Unlawfully placing signs on Public and Private Property"; Section 402(b), "Refrigerators, Washing Machines, etc. Not in Use"; Section 374.3. "Dumping"; and Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking"; Chapter 10, beginning at Section 22620 thereof, "Removal of Parked and Abandoned Vehicles" Chapter 11, beginning at Section 22950 thereof, "Parking Lots" Business and Professions Code, Division 8, Chapter 19, beginning at Section 22435, "Shopping and Laundry Carts"; and Sections 7028 and 7028.5, "Contracting Without a License".

5. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations of all City ordinances and Municipal provisions relating to building and construction, including, without limitation, Chapter 6.04 and all of Title 8 of the Municipal Code excepting only Chapter 8.36 thereof:
  - a. City Manager
  - b. Building Official
  - c. Senior Building Official
  - d. Building Inspector II (Housing Inspector)
6. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons designated by the City Manager to possess such authority are hereby authorized and designated to

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exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations relating to parking regulations.

7. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Business License Inspectors of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinance and Municipal Code violations relating to business regulations, including, without limitation, Title 5 of the Municipal Code.
8. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code provision relating to fire suppression and fire prevention, including, without limitation, **California Code of Regulations, Title 19 "Public Safety", Division 1 "State Fire Marshal", and Chapter 8.36 of the Municipal Code:**
  - a. City Manager
  - b. Fire Chief
  - c. Fire Marshal
  - d. **Fire Battalion Chief**
  - e. **Deputy Fire Marshal**
  - f. **Fire Safety Specialist**
  - g. **Fire Inspector II**
  - h. **Fire Inspector I**
9. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the City Manager and persons classified as Park Rangers of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of all City ordinances and Municipal Code violations relating to regulations for the use of park and recreation facilities, including, without limitation, Chapter 11.40 of the Municipal Code; or any of the following provisions of State law: California Penal Code Section 374.3, "Dumping", and Penal Code Section 374.4, "Littering"; California Vehicle Code, Division 11, Chapter 9, beginning at Section 22500 thereof, "Stopping, Standing and Parking", within the City parks.
10. From persons holding the positions or classifications hereinafter designated, the City Manager may authorize particular officers and employees when to

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exercise arrest and citation authority pursuant to Section 1.08.050 of the Moreno Valley Municipal Code, provided that only such persons who have satisfactorily completed the prescribed enforcement training program may receive such authority, and provided further that said authority shall be automatically terminated and of no further force or effect at such time as the qualifying position or classification status of the officer or employee is terminated. The termination of arrest and citation authority for any cause does not affect the validity of proceedings duly commenced or completed prior to termination.

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  - a. City Manager
  - b. City Engineer
  - c. Program Manager (Solid Waste & Recycling Program)
  - d. Management Analyst and/or Assistant (Solid Waste & Recycling Program)
  - e. Recycling Specialist

Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 6.02 "Refuse Collection, Transfer, and Disposal", and Chapter 8.80 "Recycling and Diversion of Construction and Demolitions Waste", or any of the following provisions of State law: Penal Code, Part 1, Title 10, beginning at Section 374.3. "Dumping"; and Section 374.4, "Littering";

12. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:
  - a. City Manager
  - b. City Engineer
  - c. Engineering Division Manager (Land Development Division)
  - d. Environmental Analyst

Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 "Standards and Practices", Chapter 8.10

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Resolution No. 2013-28  
Date Adopted: May 14, 2013

“Stormwater/Urban Runoff Management and Discharge Controls”, Chapter 8.12 “Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)”, or any of the following provisions of State law: Penal Code, National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for the Riverside County Flood Control & Water Conservation District, the County Of Riverside, and the Incorporated Cities of Riverside County Within the Santa Ana Region, Order No. R8-2010-0033 and NPDES No. CAS 618033 (aka “MS4 Permit”);

13. Subject to the foregoing provisions of Sections 2 and 3 hereof, and as hereinafter limited, the following classes of officers and employees of the City are hereby authorized and designated to exercise the arrest and citation authority described in Section 1.08 of the Municipal Code:

- a. City Manager
- b. City Engineer
- c. Engineering Division Manager (Land Development Division)
- d. Construction Inspector

Each of the above officers and employees is authorized and designated to exercise the arrest and citation authority described in Section 1.08.050 of the Municipal Code in respect to violations or suspected violations of the Municipal Code Chapter 8.04 “Standards and Practices”, Chapter 8.12 “Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)”, Chapter 8.14 “General”, Chapter 8.21 “Grading Regulations”, Chapter 9.08 “Development Standards”, Chapter 9.09 “Specific Use Development Standards”, or any of the following provisions of State law: Penal Code, Government Code Sections 66410 – 66499.58 (aka “Subdivision Map Act”);

14. No provisions of this Resolution shall be construed to affect in any manner citation or arrest authority granted by any other provision of law.

BE IT FUTHER RESOLVED that this Resolution shall become effective immediately upon the date of its adoption.

5  
Resolution No. 2013-28  
Date Adopted: May 14, 2013

APPROVED AND ADOPTED this 14<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. 2013-28<sup>6</sup>  
Date Adopted: May 14, 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. 2013-28 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14<sup>th</sup> day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

---

City Clerk

(SEAL)

Resolution No. 2013-28<sup>7</sup>  
Date Adopted: May 14, 2013

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ORDINANCE NO. 864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA11-0030) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE CREATION OF THE MIXED USE OVERLAY DISTRICT (APPROXIMATELY 147.69 ACRES) AND AMENDING THE MUNICIPAL CODE TO INCLUDE STANDARDS RELATED TO THE MIXED USE OVERLAY DISTRICT.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Mixed Use Districts Overlay.

1.3. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with application PA11-0030 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on April 23, 2013, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

1. Conformance with General Plan Policies – The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

**FACT:** All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment creates the Mixed-Use Overlay District to replace the current Mixed Use Zoning Districts 1 and 2 (MUD1 and MUD2). The amendment also includes development standards for the Mixed Use Overlay District.

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead – Specific Plan 204 and the expired Moreno Highlands – Specific Plan 208) are zoned for mixed use development. The creation of the Mixed Use Overlay District will help promote the concept of mixed use in the City of Moreno Valley.

General Plan Objective 2.4 states that the City shall “Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses.” The creation of the Mixed Use Overlay District will help meet this objective.

- 2. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or general welfare.

**FACT:** The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

- 3. Conformance with Zoning Regulations – The proposed amendment is consistent with the purposed and intent of Title 9.

**FACT:** The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. The proposed changes (creation of the Mixed Use Overlay District, deletion of the MUD1 & MUD2 and inclusion of the development standards for the Mixed Use Overlay District) eliminate conflicts or clarify the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to “implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan.”

**SECTION 3: MUNICIPAL CODE AMENDED:**

3.1 Removal of MUD1 & MUD2 Information from Chapter 9.07 Special Districts. Both Section 9.07.090 Mixed Use Development 1 (MUD1) and Section 9.07.100 Mixed Use Development 2 (MUD2) will be deleted from Municipal Code as followed:

3.2 Chapter 9.11 - Parking, Pedestrian and Loading Requirements' Section 9.11.060 of the Off-street bicycle parking requirements will be revised by deleting the current Section shown below:

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Ordinance No. 864  
Date Adopted: May 14, 2013

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required.

1. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use.

2. Single and Multiple-family residences are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation. If this is not possible, signs should be posted to direct bicyclists to bike parking.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars.

6. Signage should be posted to direct bicyclists to the locations of bicycle racks that may not be readily apparent. Similarly, signs indicating the location of bicycle parking should be posted wherever a NO BICYCLE PARKING sign is posted.

3.3 Urban design strategies to intensify land uses along the Alessandro Boulevard Corridor have been combined into the “Mixed Use Districts Overlay”. It is the intent to replace MUD1 and MUD2 with the enhanced districts of the “Mixed Use Districts Overlay”. **Exhibit A** of this Ordinance includes the Chapters and Sections, complete with Figures and Tables, which will be added to Chapter 9 of the Municipal Code.

**Exhibit A** includes the following chapters to be added to Chapter 9 of the Municipal Code:

**Chapter 9.02 – Permits and Approvals [Addition]**

9.02.090 – Administrative variances.

**Chapter 9.07.090 – Mixed-Use Overlay Districts [New]**

9.07.091 – Purpose and Intent

9.07.092 – Applicability

9.07.093 – Purposes of Mixed-Use Overlay Districts

9.07.094 – Permitted Uses in Mixed-Use Overlay Districts

9.07.095 – Mixed-Use Overlay District Site Development Standards

9.07.096 – Building Frontage Type Standards

9.07.097 – Open Space Standards – Publicly-Accessible Open Space

9.07.098 – Open Space Standards – Private/Common Open Space

9.07.099 – Lot Area Requirements and Lot Consolidation Incentives

**Chapter 9.09 – Specific Use Development Standards [New]**

9.09.250 – Live-Work Development

9.09.260 – Mixed-Use Development

9.09.270 – Outdoor Dining

**Chapter 9.11 – Parking, Pedestrian, and Loading Requirements [New/Revised]**

9.11.030 – General Regulations

9.11.040 – Off-Street Parking Requirements

9.11.060 – Off-Street Bicycle Parking Requirements

**Chapter 9.15 – Definitions [New]**

9.15.030 – Defintions

3.4 The Permitted Uses Table 9.02.020-1 in Chapter 9.02.020 will be replaced with **Exhibit B** of this Ordinance.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 14th day of May, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

5  
Ordinance No. 864  
Date Adopted: May 14, 2013

**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. 864 had its first reading on April 23, 2013 and had its second reading on May 14, 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 14<sup>th</sup> day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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CITY CLERK

Ordinance No. 864<sup>6</sup>  
Date Adopted: May 14, 2013



## ORDINANCE NO. 865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA11-0029 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 146.19 ACRES TO RESIDENTIAL 30 (R30) AND APPROXIMATELY 10.46 ACRES TO OPEN SPACE (OS) AND PA12-0047 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT OF APPROXIMATELY 21.47 ACRES TO COMMUNITY COMMERCIAL (CC)

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Pages 82, 99 and 140 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Changes (PA11-0029 and PA12-0047).

1.4. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0029 and PA12-0047 described above and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

SECTION 2: FINDINGS

2.1 With respect to the proposed change to pages 82, 99 and 140 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on April 23, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

**FACT:** The proposed Change of Zone is consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. California State law (Government Code Section 65580-65589.8) requires that cities provide an inventory of land suitable for residential development. Section 65583.2(B)(e) requires that jurisdictions with a population greater than

100,000 must have sites allowing at least 30 unit per acre. The City of Moreno Valley's current population is approximately 193,365 thus requiring the City to provide high density housing opportunities at the 30 unit per acre. PA11-0029 (Change of Zone) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.46 acres to Open Space (OS).

PA12-0047 (Change of Zone) will change the zoning designation of Assessor's Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel's land use is currently Residential 5 (R5) and the proposed change is to Community Commercial (CC).

The parcels directly to the west and southwest are part of the request for both land use and rezoning to Residential 30 (R30). The parcels directly south are currently Community Commercial and included an approved shopping center (PA06-0123), Home Depot and a Farmer Boys restaurant.

There is no development application associated with the proposed zone change. The proposed zoning would permit development of a commercial shopping center, which would support the neighboring proposed high density housing.

Changing the zoning of 21.47 acres to commercial uses along Perris Boulevard consistent the goals of the Alessandro Boulevard Corridor Plan though was not an original part of the vision plan. Perris Boulevard is a similar to Alessandro Boulevard as an important regional transportation link for Moreno Valley. Perris Boulevard is ideal to provide a mix of retail and multiple density housing opportunities to promote pedestrian-oriented development. The land use change to Commercial is also consistent with the General Plan and would not be in conflict with the goals, objectives, policies or programs of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

**FACT:** The project site is not within a specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

**FACT:** The proposed Change of Zones will not adversely affect the public health, safety or general welfare. An environmental assessment, including an initial study, has been prepared to address the environmental impacts associated with applications PA11-0029 and PA12-0047 described above

and environmental determinations have been adopted pursuant to the California Environmental Quality Act (CEQA).

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

**FACT:** The Change of Zone is compatible with the purpose and intent of Title 9. As such, it furthers the specific purpose and intent of Title 9 to “implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan.”

SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts the Change of Zones (PA11-0029 and PA12-0047) to change to the zoning districts listed in the tables below and subject to the revised zoning designations depicted in the attached Exhibit A and B.

PA11-0029 (Change of Zone) will change the land use designation for the four areas totaling approximately 146.19 acres to Residential 30 (R30) and approximately 10.46 acres to Open Space (OS). The Assessor’s Parcel Numbers of the parcels affected by this Change of Zone are as followed:

Area #1 (Day/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
291191004	CC	R30
291191007	CC	R30
291191008	R15 & CC	R30
291191009	R15 & CC	R30
291191010	R15	R30
291191011	CC	R30
291191012	R15	R30
291191013	R15	R30
291191025	CC	R30
291191026	CC	R30
291191027	R15	R30
291191028	R15	R30
291191029	CC	R30

Area #2 (Elsworth/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
291200023	CC	R30
291200024	R15	R30

291200025	CC	R30
291200027	CC	R30
291200030	CC	R30
291200038	CC	R30
291200039	CC	R30
291200040	CC	R30
291264001	CC	R30
291264002	CC	R30
291264003	CC	R30
291264004	CC	R30
291264005	CC	R30
291264006	CC	R30
291264007	CC	R30
291264008	CC	R30
291264009	CC	R30
291264011	CC	R30
291264012	CC	R30
291273001	CC	R30
291273004	CC	R30
291273005	CC	R30
291273007	CC	R30
291273008	CC	R30

Area #3 (Morrison/Alessandro) – Change of Zone		
APN	Current Zoning	Proposed Zoning
486270001	OC	R30
486270002	OC	R30
486270003	OC	R30
486270004	OC	R30
486270008	OC	R30
486270017	OC	R30
486280043	R15	R30 (approx.17 acres)
486280043	R15	OS (approx.10.4 acres)
486280002	R15	R30
486280004	R15	R30
486280005	R15	R30
486280006	R15	R30
486280007	R15	R30
486280008	R15	R30
486280010	R15	R30
486280011	R15	R30
486280012	R15	R30
486280013	R15	R30

Area #4 (Perris/Iris) – Change of Zone		
APN	Current Zoning	Proposed Zoning
485220006	R15	R30
485220007	R15	R30
485220008	R15	R30
485220009	R15	R30
485220015	R15	R30
485220016	R15	R30
485220017	R15	R30
485220040	R5	R30

PA12-0047 (Change of Zone) will change the zoning designation of Assessor’s Parcel Number (APN) 485-220-041, which is located at the southwest corner of Gentian Avenue and Perris Boulevard. The 21.47 acre parcel’s land use is currently Residential 5 (R5) and the proposed change is to Community Commercial (CC).

Area #5 (Perris/Gentian) – Change of Zone		
485220041	R5	CC

**SECTION 4: EFFECT OF ENACTMENT:**

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

**SECTION 5: NOTICE OF ADOPTION:**

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

**SECTION 6: EFFECTIVE DATE:**

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 14<sup>th</sup> day of May, 2013.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

**ORDINANCE JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 865 had its first reading on April 23, 2013 and had its second reading on May 14, 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 14<sup>th</sup> day of May, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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CITY CLERK

(SEAL)

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