

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

September 9, 2014

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 Mark Sambito, ADA Coordinator, at 951.413.3120 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.

Victoria Baca, Mayor Pro Tem
Richard A. Stewart, Council Member

Jesse L. Molina, Mayor

George E. Price, Council Member
_____, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
September 9, 2014

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Moreno Valley Police Department (MVPD) Officer of the 2nd Quarter 2014 - Officer Carlos Leon
2. Proclamation Recognizing Moreno Valley Fire Department's Outstanding Service to the Community
3. Proclamation Recognizing National Preparedness Month
4. Proclamation Recognizing Templo de Milagros International
5. Business Spotlight
 - Ranchito Tacos Al Carbon
 - The Salvation Army Moreno Valley Corp

**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
SEPTEMBER 9, 2014**

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

Captain Julius Murphy - The Salvation Army Moreno Valley Corps

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 AUGUST 26, 2014 (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. Receive and file the Reports on Reimbursable Activities for the period of August 20 – September 2, 2014.

A.4 APPROVAL OF PAYMENT REGISTER FOR JULY, 2014 (Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2014-75. A Resolution of the City Council of the City of Moreno Valley, California, approving the Payment Register for the month of July, 2014 in the amount of \$14,189,945.77.

A.5 INCREASE THE PURCHASE ORDER WITH CALIFORNIA HIGHWAY PATROL FOR CONSTRUCTION ZONE ENFORCEMENT AS PART OF THE SR-60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECT NO. 802 0003 70 77 (Report of: Public Works Department)

Recommendations

1. Authorize a Change Order to increase the Purchase Order with California Highway Patrol by \$110,000 for services provided as part of

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the freeway Construction Zone Enhanced Enforcement Program.

2. Authorize the Public Works Director/City Engineer to execute the Change Order to the Purchase Order for California Highway Patrol.

A.6 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO PROACTIVE ENGINEERING CONSULTANTS FOR THE ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS AND JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS – PROJECT NO. 801 0059, PROJECT NO. 801 0060 (Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with Proactive Engineering Consultants, 200 South Main St., Suite 300, Corona, CA 92882, to provide design services for the Elsworth Street and Sherman Avenue Sidewalks project and the John F. Kennedy Drive Street Improvement project.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Proactive Engineering Consultants.
3. Authorize an issuance of a Purchase Order with Proactive Engineering Consultants totaling \$210,352.00 when the Agreement has been signed by all parties.

A.7 APPROVE THE THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANTS SERVICES WITH AECOM TECHNICAL ENGINEERING FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE PROJECT NO. 801 0024 70 77 (Report of: Public Works Department)

Recommendations

1. Approve the “Third Amendment to Agreement for Professional Consultant Services” with AECOM Technical Engineering, 901 Via Piemonte, 5th Floor, Ontario, CA 91764 to provide construction support services to the Capital Projects Division of the Public Works Department.
2. Authorize the City Manager to execute the Third Amendment to Agreement for Professional Consultant Services with AECOM Technical Engineering.
3. Authorize a Change Order to increase the Purchase Order with AECOM Technical Engineering for the amount of \$79,516.00 when

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the Third Amendment has been signed by all parties.

- A.8 PA13-0009, PM 34050 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D14-002 FOR INDIAN STREET ROAD IMPROVEMENTS AT INDIAN STREET AND ALESSANDRO AVENUE ASSOCIATED WITH THE FOOD FOR LESS FUEL CENTER PROJECT
(Report of: Public Works Department)

Recommendations

1. Accept the Development Impact Fee Improvement Credit Agreement #D14-002 (DIF Agreement) for PA13-0009, PM 34050 improvements.
2. Authorize the Mayor to execute the DIF Agreement.

- A.9 AUTHORIZE AGREEMENTS FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES
(Report of: Financial & Management Services Department)

Recommendations

1. Approve agreements with Chandler Asset Management and Cutwater Asset Management for Investment Management and Advisory Services for the three year period ending June 30, 2017 and to amend the agreements to extend the service period for two additional years as appropriate.
2. Authorize the City Manager to sign the agreements and any additional amendments.

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 AUGUST 26, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

- C.2 MINUTES - REGULAR MEETING OF AUGUST 26, 2014 (Report of: City

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Clerk's Department)

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF AUGUST 26, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

E. PUBLIC HEARINGS - None

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

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

G. REPORTS

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

G.1.1 Mayor Jesse L. Molina reports on Riverside County Transportation Commission (RCTC)

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)

H. LEGISLATIVE ACTIONS

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

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

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H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

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

CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

- a) Case: *Nancy Thompson V. City of Moreno Valley*
Court: Riverside Superior Court
Case No: RIC 1306943
- b) Case: *Carolyn Garcia V. City of Moreno Valley, City of Moreno Valley Parks and Community Services Department, Russell Hough*
Court: Riverside Superior Court
Case No: RIC 1408300
- c) Case: *The People of the State of California ex rel. Basil Kimbrew, Radene Ramos Heirs, and Deanna Reeder V. Yxstian Gutierrez*
Court: Riverside Superior Court
Case No: RIC 1402956

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

Number of Cases: 5

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

Number of Cases: 5

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: September 3, 2014

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
August 26, 2014

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Moreno Valley Police Department (MVPD) Officer of the 1st Quarter 2014 - Officer Christopher Loucks
2. Employee of the 2nd Quarter of 2014 - Janet Palacio, Senior Recreation Leader
3. Recognition of 4th of July Independence Day Parade and Family FunFest Sponsors
 - Waste Management, Inc.
 - Polly's Pies Restaurant
 - Oishii Sushi and Teriyaki Japanese Restaurant
4. Proclamation Recognizing Zion Worship Center
5. Proclamation Recognizing Moreno Valley Amateur Radio Association's 30th Anniversary

**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
August 26, 2014**

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 6:06 p.m. by Mayor Jesse L. Molina in the Council Chamber located at 14177 Frederick Street.

Mayor Jesse L. Molina announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Public Works Director Ahmad Ansari

INVOCATION

Pastor Diane Gardner - Beautiful Women of God - Diane Gardner Ministries

ROLL CALL

Council:

Victoria Baca	Mayor Pro Tem
Jesse L. Molina	Mayor
George Price	Council Member
Richard A. Stewart	Council Member

Staff:

Michelle Dawson	City Manager
Suzanne Bryant	City Attorney
Jane Halstead	City Clerk
Tom DeSantis	Assistant City Manager
Abdul Ahmad	Fire Chief

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Ahmad Ansari
Joel Ontiveros
Chris Paxton
Richard Teichert
John Terell
Betsy Adams
Ewa Lopez

Public Works Director
Police Chief
Administrative Services Director
Chief Financial Officer/City Treasurer
Community and Economic Development Director
Parks & Community Services Director
Deputy City Clerk

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

Glenn Jacobs

1. Recall/election

Sherman Jones

1. Family reunion in the Park/election

Scott Heveran

1. Recall and elections

Gaetano Zazzaro

1. Flooding and damage to his property

JoAnn Stephan

1. Recall

Christopher Baca

1. Encouraged citizens to vote
2. Recall
3. Political signs

Curtis L. Gardner

1. Measure R, Directly Elected Mayor

Marcia Amino

1. Asked the City to join other cities in support of Proposition 13

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David Marquez

1. Excellent job by Code Compliance Department
2. Community involvement – need to work together

Tom Jerele Sr. (on behalf himself and Sundance Center)

1. Asked to endorse Proposition 13
2. Congratulated Police Department for the good work
3. Flooding

Daryl Terrell

1. State of the City address/ building new Moreno Valley

Kristy Sjoden

1. Conduct of Council candidates

Donovan Saadiq

1. District 5 issues

Kathleen Dale

1. District 4
2. Transparency

Tom Thornsley

1. Wanted to speak regarding Prologis (Item E.3)

Louise Palomarez

1. Election

Gregory Hagans

1. Introduction of candidacy for Eastern Municipal Board District 5

JOINT CONSENT CALENDARS (SECTIONS A-D)

Mayor Jesse L. Molina opened the agenda items for the Consent Calendar for public comments, which were received from David Marquez (Item A.9) and Dwayne Lewis (Item A.2).

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August 26, 2014

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JULY 8, 2014 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

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

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of July 2 - August 19, 2014.

A.4 APPROVAL OF PAYMENT REGISTER FOR JUNE, 2014
(Report of: Financial & Management Services Department)

Recommendation:
Adopt Resolution No. 2014-68. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the month of June, 2014 in the amount of \$18,341,897.32.

A.5 ADOPT RESOLUTION NO. 2014-69 AUTHORIZING THE CITY ENGINEER TO ACCEPT COMPLETED CONSTRUCTION PROJECTS AS COMPLETE AND TO PROVIDE FOR ALL NECESSARY FOLLOW-UP TO CLOSE OUT PROJECTS
(Report of: Public Works Department)

Recommendation:
Adopt Resolution No. 2014-69. A Resolution of the City Council of the City of Moreno Valley, California, authorizing the City Engineer to accept completed construction projects as complete, accept the improvements into the City's maintained system, sign the Notice of Completion, authorize the filing of the Notice of Completion with the County Recorder's Office, and authorize the timely release of the contractor's retention payment, if no claims are filed against the project.

A.6 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO MAMCO, INC. DBA ALABBASI CONSTRUCTION, FOR THE DELPHINIUM AVENUE SIDEWALK IMPROVEMENTS
PROJECT NO. 801 0051 70 77
(Report of: Public Works Department)

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Recommendations

1. Award the construction contract to Mamco, Inc. dba Alabbasi Construction, 16810 Van Buren Blvd. Suite 200, Riverside, the lowest responsible bidder, for the Delphinium Avenue Sidewalk Improvements.
2. Authorize the City Manager to execute a contract with Mamco, Inc. dba Alabbasi Construction.
3. Authorize the issuance of a Purchase Order to Mamco, Inc. dba Alabbasi Construction, for the amount of \$239,878.80 (\$199,899.00 bid amount plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Mamco, Inc. dba Alabbasi Construction up to, but not exceeding, the 20% contingency amount of \$39,979.80, subject to the approval of the City Attorney.

A.7 APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PARSONS BRINCKERHOFF, PROJECT NO. 801 0001 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the “First Amendment to Agreement for Professional Consultant Services” with Parsons Brinckerhoff (PB) to provide temporary project management services to the Capital Projects Division of the Public Works Department.
2. Authorize the City Manager to execute the “First Amendment to Agreement for Professional Consultant Services” with PB.
3. Authorize an increase in the Purchase Order to PB in the amount of \$158,000, when the “First Amendment to Agreement for Professional Consultant Services” has been signed by all parties.

A.8 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DELEGATING AUTHORITY OF THE ADMINISTRATIVE SERVICES DIRECTOR TO ACT ON BEHALF OF THE CITY OF MORENO VALLEY IN MATTERS RELATING TO EXCESS INSURANCE AUTHORITY (EIA)
(Report of: Administrative Services Department)

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Recommendation:

Adopt Resolution No. 2014-70XX. A Resolution of the City Council of the City of Moreno Valley, California, Delegating Authority of the Administrative Services Director to Act on behalf of the City of Moreno Valley in matters relating to Excess Insurance Authority (EIA).

A.9 APPROPRIATION OF EQUIPMENT REPLACEMENT RESERVE FUNDS FOR THE PURCHASE OF TWO PARAMEDIC SQUADS (Report of: Fire Department)

Recommendations

1. Authorize a transfer of \$370,000 from Equipment Replacement Reserve Fund (Fund 7510) to the General Fund (1010) for the replacement of Asset #40036 a 1991 Ford Super Duty Squad and Asset #40039 a 1993 Ford Super Duty Squad and their associated equipment.
2. Authorize an appropriation of \$370,000 for the purchase of two paramedic squads and their associated equipment upon approval of the above transfer.
3. Waive the formal bidding process in accordance with Moreno Valley Municipal Code 3.12.260 for the purchase of two (2) Dodge 5500 Crew Cab SLT 4x2 utilizing cooperative purchasing, or "piggybacking", on Riverside County Fire Department's bid awarded to Maintainer Custom Bodies Inc.
4. Authorize the City Manager, or her designee, to execute a purchase order in the amount of \$290,000 to Maintainer Custom Bodies Inc. for two (2) Dodge 5500 Crew Cab SLT 4x2.
5. Authorize the Fire Chief to execute any subsequent related minor change orders to the purchase order, not to exceed \$29,000 during the construction of the vehicle.
6. Reserve remaining equipment funds of \$316,686 within Fund 7510 specifically for future Fire Department vehicle or equipment replacement for eighteen months.

A.10 APPROPRIATION OF EQUIPMENT REPLACEMENT RESERVE FUNDS FOR THE PURCHASE OF A THERMAL IMAGING CAMERA (Report of: Fire Department)

Recommendations

1. Approve the transfer of \$8,700 from Equipment Replacement Reserve Fund (Fund 7510) to the General Fund (Fund 1010)

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2. Authorize an appropriation of \$8,700 for the purchase of a thermal imaging camera upon approval of the above transfer.

- A.11 PA13-0045 (TR 36598) – APPROVE FINAL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS. DEVELOPER – HABITAT FOR HUMANITY RIVERSIDE, INC., A CALIFORNIA NON-PROFIT CORPORATION, RIVERSIDE, CA, 92507 (Report of: Public Works Department)

Recommendations

1. Approve Final Map for PA13-0045, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
2. Authorize the Executive Director of the Moreno Valley Housing Authority to sign the map.
3. Accept the Agreement and Security for Public Improvements for Habitat for Humanity Riverside, Inc., a California non-profit corporation.
4. Authorize the Mayor to execute the Agreement.
5. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
6. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

- A.12 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED JUNE 30, 2014 (Report of: Financial & Management Services Department)

Recommendation:

Receive and file the Quarterly Investment Report for quarter ended June 30, 2014, in compliance with the City's Investment Policy.

- A.13 PA09-0043 (PARCEL MAP 36262) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF THE SOUTHWEST CORNER OF ALESSANDRO BOULEVARD AND MORENO BEACH DRIVE ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED

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August 26, 2014

STREET SYSTEM
(Report of: Public Works Department)

Recommendations

1. Adopt Resolution No. 2014-71. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA09-0043 (Parcel Map 36262) and Accepting the Portion of the Southwest Corner of Alessandro Boulevard and Moreno Beach Drive Associated with the Project into the City's Maintained Street System.
2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

- A.14 ACCEPTANCE OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S (RCTC) CONGESTION MANAGEMENT AND AIR QUALITY GRANT; ACCEPTANCE OF THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE GRANT; AND AUTHORIZE EXECUTION OF COOPERATIVE AGREEMENTS FOR THE TRANSPORTATION MANAGEMENT CENTER (TMC) ITS DEPLOYMENT PHASE 1B
PROJECT NO. 808 0015 70 76
(Report of: Public Works Department)

Recommendations

1. Accept the Congestion Management and Air Quality (CMAQ) grant award from the Riverside County Transportation Commission (RCTC) of up to \$1,541,700 for the TMC ITS Deployment Phase 1B Project.
2. Authorize the City Manager to execute a Cooperative Agreement with RCTC for the CMAQ grant, subject to approval by the City Attorney.
3. Accept the Mobile Source Air Pollution Reduction Review Committee (MSRC) grant award from the RCTC of up to \$490,000 for the TMC ITS Deployment Phase 1B Project.
4. Authorize the City Manager to execute a Cooperative Agreement with RCTC for the MSRC grant when it is received, subject to approval by the City Attorney.
5. Approve the transfer of \$368,300 from the DIF Traffic Signal Capital

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Projects Fund (Fund 3302) to the Capital Projects Grants Fund (Fund 2301).

- A.15 APPROVE RESOLUTION NO. 2014-74 IN SUPPORT OF SB 69 (ROTH) AND AB 1521 (FOX) VEHICLE LICENSE FEE FUNDING FOR NEWLY INCORPORATED CITIES
(Report of: City Manager Department)

Recommendations

1. Adopt Resolution No. 2014-74. A Resolution of the City Council of the City of Moreno Valley supporting SB 69 and AB 1521 which advocate for provision of Vehicle License Fee revenues for newly incorporated cities.
2. Authorize the Mayor to sign a letter of support.

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 JULY 8, 2014 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

- B.3 LASSELLE SPORTS PARK - EXECUTION OF EASEMENT DEED FOR STORM DRAIN PURPOSES TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (RCFC&WCD)
(Report of: Parks & Community Services Department)

Recommendations

1. Adopt Resolution No. CSD 2014-12. A Resolution of the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, California, Authorizing the Execution of an Easement Deed for Storm Drain Purposes Over Lasselle Sports Park APN 312-130-024 to the Riverside County Flood Control and Water Conservation District.
2. Direct the City Clerk to forward the signed Easement Deed to the Riverside County Flood Control and Water Conservation District (RCFC&WCD) for further processing and recordation.

- B.4 ACCEPTANCE OF GRANT MONIES FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES,

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FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION
TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD
(Report of: Parks & Community Services Department)

Recommendations

1. Authorize the acceptance of grant monies in the amount of \$561,056 for Fiscal Year (FY) 2014/2015 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services.
2. Adopt Resolution No. CSD 2014-13. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Certifying the Approval of the Governing Board to enter into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize Designated Personnel to Sign Contract Documents for FY 2014/2015

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JULY 8, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C.3 PA13-0045 (TR 36598) – APPROVE FINAL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS. DEVELOPER – HABITAT FOR HUMANITY RIVERSIDE, INC., A CALIFORNIA NON-PROFIT CORPORATION, RIVERSIDE, CA, 92507
(Report of: Public Works Department)

Recommendations

1. Approve Final Map for PA13-0045, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
2. Authorize the Executive Director of the Moreno Valley Housing Authority to sign the map.
3. Accept the Agreement and Security for Public Improvements for Habitat for Humanity Riverside, Inc., a California non-profit corporation.

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

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 JULY 8, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Mayor Pro Tem Victoria Baca, s/Council Member Richard A. Stewart

Passed by a vote of 4-0.

E. PUBLIC HEARINGS

Recess;
Reconvened

E.1 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE 2014-15 ANNUAL ACTION PLAN AFFECTING THE HOME PROGRAM AND ADDING THE EMERGENCY SOLUTIONS GRANT (ESG) TO MORENO VALLEY'S CONSOLIDATED PLAN
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment, ESG and HOME.
2. Review and adopt the proposed Substantial Amendment to the FY 2014/15 Annual Action Plan.

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3. Approve the necessary Revenue and Expense Appropriations and authorize the Chief Financial Officer to process the adjustments.
4. Authorize the City Manager to reallocate grant funds between HUD-approved grant activities and to execute the necessary agreements for approved grant activities.

Mayor Jesse L. Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Review and adopt the proposed Substantial Amendment to the FY 2014/15 Annual Action Plan.

Approve the necessary Revenue and Expense Appropriations and authorize the Chief Financial Officer to process the adjustments.

Authorize the City Manager to reallocate grant funds between HUD-approved grant activities and to execute the necessary agreements for approved grant activities. by m/Council Member George Price, s/Council Member Richard A. Stewart

Passed by a vote of 4-0.

- E.2 PUBLIC HEARING FOR THE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR TOWNGATE. THE APPLICANT IS PALM TREE COMMUNITIES CONSULTING INC.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. RECOGNIZE that the Development Agreement will not have the potential for any direct or indirect impacts under the California Environmental Quality Act (CEQA) and is therefore exempt under Section 15061 of the CEQA Guidelines.
2. ADOPT Resolution No. 2014-72. A Resolution of the City Council of the City of Moreno Valley, California, Approving P13-138, the Fourth Amendment to the Annexation and Development Agreement for TownGate to Extend the Life of the Agreement for a Total of Five Years.

John Loper, applicant, made a presentation on behalf of land owners.

Mayor Jesse L. Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

RECOGNIZE that the Development Agreement will not have the

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potential for any direct or indirect impacts under the California Environmental Quality Act (CEQA) and is therefore exempt under Section 15061 of the CEQA Guidelines. by m/Council Member Richard A. Stewart, s/Council Member George Price

Passed by a vote of 4-0.

ADOPT Resolution No. 2014-72. A Resolution of the City Council of the City of Moreno Valley, California, Approving P13-138, the Fourth Amendment to the Annexation and Development Agreement for TownGate to Extend the Life of the Agreement for a Total of Five Years. by m/Mayor Pro Tem Victoria Baca, s/Council Member George Price

Passed by a vote of 4-0.

- E.3 A PUBLIC HEARING FOR THE PROLOGIS EUCALYPTUS INDUSTRIAL PARK PROJECT AND RELATED ENVIRONMENTAL IMPACT REPORT. THE PROJECT PROPOSES A GENERAL PLAN AMENDMENT AND A ZONE CHANGE FOR 122 ACRES. THE LAND USE CHANGES ARE REQUIRED FOR DEVELOPMENT OF SIX WAREHOUSE DISTRIBUTION FACILITIES TOTALING 2,244,419 SQUARE FEET. THE DEVELOPER ALSO PROPOSES TENTATIVE PARCEL MAP NO. 35679 TO SUBDIVIDE THE PROJECT SITE INTO SIX PARCELS. A GENERAL PLAN AMENDMENT IS ALSO REQUIRED FOR PROPOSED CHANGES TO THE CITY'S GENERAL PLAN CIRCULATION ELEMENT AND THE MASTER PLAN OF TRAILS. THE SITE IS LOCATED SOUTH OF STATE ROUTE 60 AND EAST OF THE MORENO VALLEY AUTO MALL, AT FIR AVENUE (FUTURE EUCALYPTUS AVENUE) AND BETWEEN PETTIT STREET AND THE QUINCY CHANNEL. THE APPLICANT IS PROLOGIS (Report of: Community & Economic Development Department)

Recommendations That the City Council:

Consider the applicant's request for a continuance of this item to the City Council's October 14, 2014 public hearing agenda to allow for time to modify the project documents for consistency with the reduced intensity alternative.

City Attorney Suzanne Bryant advised the City Council that if the Council Members met with anybody, they should disclose on the record who they met with and what the topic of the discussion was because the public hearing had been closed. If the Council decides to continue it to October 14, then the new notice with the new hearing will be published.

Council Member Richard A. Stewart stated that he met with the proponent Mr. Cavanagh and viewed the old and the new greatly reduced proposal

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that will be finalized and resubmitted. Staff was with him at that time.

Council Member George Price stated that he also met at a separate time with the proponent Mr. Cavanagh and with staff on the proposed change.

Mayor Pro Tem Victoria Baca stated that she met with Mr. Cavanagh individually with no other Council person or staff present and discussed his desire to make some modifications to his project. There was no decision made. Nothing further was discussed other than wishing to postpone today's hearing.

Mayor Jesse L. Molina stated that he also met with the proponent and his son with no staff present in the City Manager's Conference Room by chance. They showed him what they are proposing to do - reducing the size and resubmitting it. He gave them no answer; just spoke with them.

The Council allowed the public speakers to speak on the continuance only.

Mayor Jesse L. Molina opened the public testimony portion of the public hearing. Public testimony was received from JoAnn Stephan (supports), Kathleen Dale (opposes), Donovan Saadiq (supports continuance), Tom Thornsley (opposes), Craig Ramirez (opposes), Robert Palomarez (supports), and Tom Jerele Sr. (supports).

Consider the applicant's request for a continuance of this item to the City Council's October 14, 2014 public hearing agenda to allow for time to modify the project documents for consistency with the reduced intensity alternative. by m/Council Member George Price, s/Council Member Richard A. Stewart

Passed by a vote of 4-0.

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)

G.1.1 Mayor Jesse L. Molina reports on Riverside Transit Agency (RTA)

Mayor Jesse L. Molina reported that at the August 21, 2014 RTA meeting, members discussed RTA comprehensive operational analysis draft recommendations. Received a letter from RTA proposing 10 year transit network plan. The plan affects virtually every route in the RTA system.

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Invited everyone to an upcoming public outreach meeting regarding proposed modifications to our bus system. For details regarding proposed changes and public input, please visit the City's Web site or go to www.riversidetransit.com.

Will submit a copy of the letter to the City Clerk.

G.1.2 Council Member Richard A. Stewart reports on March Joint Powers Commission (MJPC)

Council Member Richard A. Stewart reported the following:

a new Kaiser facility occupied a building in Meridian

National Guard 163rd stationed at the March Air Force Reserve Base received a new predator, model MQ-9. On August 20, a ribbon-cutting launch of MQ9 was held at the Victorville Logistics Airport. National Guard will continue at March as they have a new mission and a brand new airplane.

March Health Care will proceed with development of couple of parcels, which are now in escrow. Hopes, it will happen very soon.

Mayor Jesse Molina opened the agenda item for public comments, which were received from Tom Jerele Sr. (Item G.1.2).

G.1.3 Mayor Pro Tem Victoria Baca reports on Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Victoria Baca reported from August WRCOG meeting: a resolution was adopted for a commitment to supporting and promoting healthy communities; it supports policies that focus on health, wellness and healthy lifestyle; brought back the resolution as a template; would like the City to adopt the resolution; we need to do more to promote health in our community

G.2 APPOINTMENTS TO THE JULY 4TH ADVISORY BOARD
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint three (3) members to the July 4th Advisory Board with terms expiring July 31, 2017.
2. Appoint Nathan Nguyen to the July 4th Advisory Board as a teenage member for a term expiring July 31, 2017, or until high school graduation, whichever comes first.

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3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

Mayor Jesse L. Molina opened the agenda item for public comments; there being none, public comments were closed.

Motion to appoint Michelle M. DeJohnette, Ashley V. Holquin, and Patricia Holquin with terms expiring July 31, 2017.
Appoint Nathan Nguyen to the July 4th Advisory Board as a teenage member for a term expiring July 31, 2017, or until high school graduation, whichever comes first by m/Council Member George Price, s/Council Member Richard A. Stewart

Passed by a vote of 4-0.

- G.3 DECLARING INTENTION TO PROVIDE FOR A CITYWIDE FUTURE ANNEXATION AREA FOR CFD NO. 2014-01 AND TO AMEND AND RESTATE THE RATE AND METHOD OF APPORTIONMENT TO REASSIGN THE EXISTING TAX RATE AREA NO. 1 INTO TWO SEPARATE TAX RATE AREAS
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

Adopt Resolution No. 2014-73. A Resolution of the City Council of the City of Moreno Valley, California, Declaring its Intention to Provide for Future Annexation of Territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and to Amend and Restate the Rate and Method of Apportionment for the District to Designate Tax Rate Areas No. LM-01 and SL-01.

Mayor Jesse L. Molina opened the agenda item for public comments; there being none, public comments were closed.

Adopt Resolution No. 2014-73. A Resolution of the City Council of the City of Moreno Valley, California, Declaring its Intention to Provide for Future Annexation of Territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and to Amend and Restate the Rate and Method of Apportionment for the District to Designate Tax Rate Areas No. LM-01 and SL-01. by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Victoria Baca

Passed by a vote of 4-0.

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G.4 AUGUST 2014 COUNCIL COMMITTEE PARTICIPATION
APPOINTMENTS
(Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint Council Member George E. Price to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC).
2. Appoint Council Member George E. Price to serve as the City of Moreno Valley's alternate representative on the Western Riverside Council of Governments (WRCOG).
3. Approve the appointments to the remaining various committees and regional bodies, as highlighted on the August 2014 Council Committee Participation – Mayor's Recommendations list.

Mayor Jesse L. Molina opened the agenda item for public comments; there being none, public comments were closed.

Appoint Council Member George E. Price to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC) by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Victoria Baca

Passed by a vote of 4-0.

Appoint Council Member George E. Price to serve as the City of Moreno Valley's alternate representative on the Western Riverside Council of Governments (WRCOG) by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Victoria Baca

Passed by a vote of 4-0.

Approve the appointments to the remaining various committees and regional bodies, as highlighted on the August 2014 Council Committee Participation – Mayor's Recommendations list. by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Victoria Baca

Passed by a vote of 4-0.

G.5 CONSIDERATION OF THE PROCEDURAL OPTIONS TO FILL THE
VACANCY ON THE COUNCIL IN DISTRICT 4
(Report of: City Attorney Department)

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Recommendations That the City Council:

Consider the procedural options to fill the vacant Council seat in District 4.

Mayor Jesse L. Molina opened the agenda item for public comments, which were received from Deanna Reeder (opposes appointment), Scott Heveran (opposes), Tom Thornsley (opposes), Kathleen Dale (opposes), Lori Nickel (opposes appointment), and Tom Jerele Sr. (supports).

No action taken.

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

The City Manager Michelle Dawson reported that we have fourth consecutive year of growth in sales tax; we have reached a level of sales tax revenue that is equal to what we had prior to the recession. We encourage residents to continue to keep their shopping dollars in Moreno Valley.

Thanked Chief Ontiveros for a ride-along for National Night Out this month. Went to four different neighborhoods: residents getting together celebrating community oriented policing programs, such as neighborhood watch; thanked residents who hosted this event;

Thanked Chief and his team for the enhanced outreach efforts - last week they hosted Coffee with a Cop event that was very well attended; they are starting zone meetings; the first one will be held tomorrow at TownGate Center for Zone 2, which encompasses Districts 1 and 5. Attended a promotion ceremony for the new Undersheriff Bill Di Yorio (former City's Police Chief).

G.7 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

The City Attorney Suzanne Bryant reported that the appeal in the case City of Moreno Valley vs. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency, Sacramento Superior Court, case number 34-2013-80001478 has been abandoned. The case has settled. Furthermore, the cross-complaint filed by Perris and the City of Riverside has been dismissed. Stated that she received this information just this week.

H. LEGISLATIVE ACTIONS

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

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

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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**

Mayor Pro Tem Victoria Baca

1. Replied to some comments that were made earlier today; it is a political season, campaign season, and some comments are not factual; stated that no one was indicted except Marcelo Co; there was no Brown Act violation when she was in the office
2. Clarified that she meant to say "enforcement," not penalties, when she was praising Eastern Municipal Water District for the presentation at the last Council meeting. We are looking for enforcement of the regulations that the state is recommending for the cities. We have a drought and we need to conserve water
3. Responded to public speaker's comments regarding her fundraising event
4. Veterans event will take place on September 10, at banquet hall on the corner of Elsworth and Alessandro
5. Attended a Coffee with a Cop event on August 20; it was well attended; will attend Moreno Valley Police Department Community Oriented Policing Zone 2 meeting at the TownGate Center on August 27; encouraged residents of District 5 to come and bring their concerns

Council Member Richard A. Stewart

1. Stated that the State of the City event is a Chamber of Commerce event and it was sold out; it will be held this Thursday, and citizens can view the presentation in a separate room by video for free
2. Regarding signs and politics; signs regulations have to be neutral in content - whatever is allowed for businesses, the same has to be applied to political signs
3. National Guard at the March Reserve Base; the Defense Department is cutting back significantly. Asked residents to lobby for C17 planes for March
4. Met, together with the Public Works Director, with members of Home

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Owners Association regarding flooding problems that need to be addressed. In many cases, it is a private property vs. a private property

5. Only 99 Cents Store has been opened on Heacock and Ironwood; another 99 cents store will be opening soon on Cottonwood and Frederick

6. Was impressed with the story regarding burglary arrests. Police Chief responded that over the course of the last 10 days, the burglary suppression team, robbery suppression team and other teams have effected approximately 21 arrests for various felonies including multiple burglaries that occurred in the Sunnymead corridor and recently a residential burglary on Steeple Chase. Many items of stolen properties were recovered.

7. Attended the Public Safety Subcommittee meeting. POP team, which started with four officers paid for by CDBG block grant money, was very successful, and it was expanded to the whole city. Hopes that the next council will bring back officers who were cut.

Council Member George Price

1. Stoneridge Kirkland's, gift and home goods store, will be opening in Stoneridge Shopping Center by the end of the year

2. Attended African American Family Reunion at the Celebration Park; thanked the City Manager, Parks & Community Services Director, and everyone who helped with the event; it was a wonderful and very well attended event, with a lot of informational booths

3. At the last Council meeting, a resident Dave Marquez spoke about trash on the east end. Dave Marquez will be a volunteer coordinator; he is willing to work on the solution

4. Received an email from Chad Schnitger, representative from California Drivers Alliance, requesting to postpone the upcoming gasoline tax that the California Resources Board plans to implement on January 1. That will raise price of gas from 4 to 19 percent, which translates to 76 cents a gallon. Mr. Schnitger is asking the Council to take a position on this issue

5. We have rules for public comments; Comments should be addressed to the presiding officer or to the City Council; asked to run on your own merits to get you elected and to keep the meetings civil on both sides, to bring respectability back to the city

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Mayor Jesse L. Molina

1. Emphasized that he let people speak because it is their constitutional right. Stated that he is hearing now more positive; when we think positive, positive things happen
2. Announced that Coffee with a Cop and Zone meeting will be held tomorrow at TownGate Center, 7 - 9 p.m.; get to know your police officers
3. Last night, attended Emerging Leaders Council meeting, where members discussed City's issues; has a wish to have no trash and a nice clean city
4. Tries to attend as many functions as he can; attended Coffee with a Cop; kudos to PD Chief for taking care of issues on Sunnymeade Blvd.
5. Many positive things are happening: grants for the homeless, the sales tax has increased, and the economy is on the rebound, issues with flooding in the City will be addressed
6. Addressed talks about crime going up in the city - officers are out there keeping control; Police Chief is on top of the issues; Police zoning will let residents meet the police officers, get to know them, will show how to start neighborhood watch, and get to know your neighbors. It is all about community and watching for each other; we can prevent crime by reporting unusual thing, suspicious people. Asked to visit City's Web site moval.org for more information
9. Thanked everybody for having positive attitude and hopes to see that positive attitude grow

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

The City Attorney Suzanne Bryant announced that pursuant to Government Code Section 54956.9(D)2, we will be discussing one set of existing facts and circumstances that might expose the City to litigation. We will be also discussing properties listed on the Closed Session agenda as item 3a and b. The City Attorney does not anticipate any reportable action from the Closed Session.

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

Mayor Jesse L. Molina opened the agenda item for Closed Session, which was received from Kathleen Dale (Item 3b).

The Closed Session was held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

3 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

- a) Property: 115 kV Substation Site
City Negotiator: Ahmad R. Ansari, P.E.
Under Negotiation: Price and terms of payment
Owner: William and Nancy Arnold
Owners Negotiator:
APN 312-250-016
- b) Property: City of Moreno Valley Owned Parcels
City Negotiator: Michelle Dawson, City Manager
Under Negotiation: Price and terms of payment
Owner: Adam C. Smith, Vice President, CV Communities
Owners Negotiator:
APN 487-470-023, 487-470-026 and 487-470-027

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

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:38 p.m. by unanimous informal consent.

Submitted by:

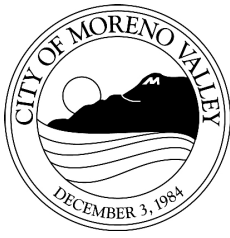
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Jane Halstead, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of
the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

Jesse L. Molina
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: September 9, 2014

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of August 20 – September 2, 2014.

<i>Reports on Reimbursable Activities</i>			
August 20 – September 2, 2014			
Council Member	Date	Meeting	Cost
Victoria Baca	8/22/14	Libreria Del Pueblo Recognition Dinner	\$65.00
	8/28/14	State of the City	\$35.00
Jesse L. Molina	8/28/14	State of the City	\$35.00
George E. Price	8/28/14	State of the City	\$35.00
Richard A. Stewart	8/27/14	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	\$15.00
	8/28/14	State of the City	\$35.00

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>d</i>

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: September 9, 2014

TITLE: APPROVAL OF PAYMENT REGISTER FOR JULY, 2014

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2014-75. A Resolution of the City Council of the City of Moreno Valley, California, approving the Payment Register for the month of July, 2014 in the amount of \$14,189,945.77.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks and wires in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks and wires less than \$25,000. The Payment Register also includes the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the 2014-15 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

- Attachment 1: Proposed Resolution
Attachment 2: Payment Register for Month of July, 2014

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

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RESOLUTION NO. 2014-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF JULY, 2014

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period July 1, 2014 through July 31, 2014, for review and approval by the City Council of the City of Moreno Valley; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period July 1, 2014 through July 31, 2014, in the total amount of \$14,189,945.77 is approved.

APPROVED AND ADOPTED this 9th day of September, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1
Resolution No. 2014-75
Date Adopted: September 9, 2014

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. 2014-75 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2014-75²
Date Adopted: September 9, 2014



City of Moreno Valley
Payment Register
 For Period 7/1/2014 through 7/31/2014

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AECOM TECHNICAL SERVICES INC	12832	07/07/2014	37450753	CONSULTANT - PERRIS WIDENING/IRONWOOD TO MANZANITA	\$67,153.60
Remit to: ONTARIO, CA					<u>FYTD:</u> \$67,153.60
AKM CONSULTING ENGINEERS, INC	222046	07/28/2014	0007828	CONSULTING - SAN TIMOTEO SK K1 & K2	\$27,550.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$27,550.00
CALPERS	222106	07/28/2014	F/Y14-15 ARC	ANNUAL REQUIRED CONTRIBUTION FOR FY14/15	\$650,000.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$668,317.04
CANON SOLUTIONS AMERICA, INC.	12934	07/21/2014	1103031201308151	COPIER SVCS-PD-JAN THRU MAR 2014	\$27,200.13
		07/21/2014	1103031201308153	COPIER SVCS-CITY HALL-JAN THRU MAR 2014	
		07/21/2014	1103031201308152	COPIER SVCS-ANNEX 1-JAN THRU MAR 2014	
Remit to: BURLINGTON, NJ					<u>FYTD:</u> \$27,200.13
COUNTY OF RIVERSIDE	221969	07/21/2014	TL0000010541	GILMAN SPRINGS IMPROVEMENTS	\$76,840.89
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$76,892.09
COUNTY OF RIVERSIDE SHERIFF	12839	07/07/2014	SH0000023720	CONTRACT LAW ENF. BILLING #10 (3/6/14-4/2/14)	\$2,559,096.59
		07/14/2014	SH0000023882	CONTRACT LAW ENF. RATE ADJUSTMENT FROM BP #1 TO BP #10	
		07/28/2014	SH0000024131	CONTRACT LAW ENF. BILLING #11 (4/3-4/30/14)	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,167,105.36
EASTERN MUNICIPAL WATER DISTRICT	221839	07/07/2014	JUN-14 7/7/14	WATER CHARGES	\$73,207.68

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Item No. A.4



City of Moreno Valley
Payment Register
 For Period 7/1/2014 through 7/31/2014

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EASTERN MUNICIPAL WATER DISTRICT	221972	07/21/2014	JUN-14 7/21/14	WATER CHARGES	\$126,929.96
	222058	07/28/2014	JUL-14 7/28/14	WATER CHARGES	\$74,747.30
		07/28/2014	JUN-14 7/28/14	WATER CHARGES	
Remit to: PERRIS, CA					<u>FYTD:</u> \$275,116.10
EMPLOYMENT DEVELOPMENT DEPARTMENT	12884	07/11/2014	2015-00000009	CA TAX - STATE TAX WITHHOLDING*	\$34,474.97
	12964	07/25/2014	2015-00000018	CA TAX - STATE TAX WITHHOLDING*	\$34,812.47
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$69,287.44
ENCO UTILITY SERVICES MORENO VALLEY LLC	12941	07/21/2014	0402-MF-01504A	SOLAR METER INSTALLATION	\$34,309.07
		07/21/2014	40-301B-04	WORK AUTHORIZATION 40-301B	
		07/21/2014	40-295B-09	WORK AUTHORIZATION 40-295B	
		07/21/2014	40-296A-05	WORK AUTHORIZATION 40-296A	
		07/21/2014	0402-MF-01505A	SOLAR METER INSTALLATION	
		07/21/2014	40-297B-05	WORK AUTHORIZATION 40-297B	
		07/21/2014	40-304B-02	WORK AUTHORIZATION 40-304B	
		07/21/2014	40-299A-05	WORK AUTHORIZATION 40-299A	
		07/21/2014	40-305B-02	WORK AUTHORIZATION 40-305B	
		07/21/2014	40-306A-02	WORK AUTHORIZATION 40-306A	
		07/21/2014	40-306B-02	WORK AUTHORIZATION 40-306B	
		07/21/2014	40-304A-04	WORK AUTHORIZATION 40-304A	
		07/21/2014	0405-MTS1-SP108	ELECTRIC METER FEES	
		07/21/2014	40-292B-10	WORK AUTHORIZATION 40-292B	



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	12941	07/21/2014	0405-MTS1-SP103	ELECTRIC METER FEES	\$34,309.07
		07/21/2014	40-290A-07	WORK AUTHORIZATION 40-290A	
		07/21/2014	0402-MF-01519A	SOLAR METER INSTALLATION	
		07/21/2014	0402-MF-01522A	SOLAR METER INSTALLATION	
		07/21/2014	0402-MF-01512A	SOLAR METER INSTALLATION	
		07/21/2014	0402-MF-01511A	SOLAR METER INSTALLATION	
		07/21/2014	0402-MF-01510A	SOLAR METER INSTALLATION	
		07/21/2014	40-295A-06	WORK AUTHORIZATION 40-295A	
		07/21/2014	40-291B-09	WORK AUTHORIZATION 40-291B	
		07/21/2014	0402-MF-01497A	SOLAR METER INSTALLATION	
		07/21/2014	40-280B-09	WORK AUTHORIZATION 40-280B	
		07/21/2014	40-247A-15	WORK AUTHORIZATION 40-247A	
		07/21/2014	40-301A-06	WORK AUTHORIZATION 40-301A	
		07/21/2014	40-305A-02	WORK AUTHORIZATION 40-305A	
		07/21/2014	0402-MF-01506A	SOLAR METER INSTALLATION	
		07/21/2014	0402-MF-01513	SOLAR METER INSTALLATION	
		07/21/2014	0402-MF-01495A	SOLAR METER INSTALLATION	

Remit to: ANAHEIM, CA

FYTD: \$34,309.07

FALCON ENGINEERING SERVICES, INC.	12981	07/28/2014	2012-22	CONSULTING - SR-60 NASON OC	\$61,608.66
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Remit to: CORONA, CA

FYTD: \$74,644.81

INTERNAL REVENUE SERVICE CENTER	12886	07/11/2014	2015-00000011	FED TAX - FEDERAL TAX WITHHOLDING*	\$134,671.72
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
INTERNAL REVENUE SERVICE CENTER	12966	07/25/2014	2015-00000020	FED TAX - FEDERAL TAX WITHHOLDING*	\$133,906.71
Remit to: OGDEN, UT					FYTD: \$270,578.43
KTU+A	12855	07/07/2014	26777	CONSULTING - MV BICYCLE MASTER PLAN	\$26,576.30
		07/07/2014	26665	CONSULTING - MV BICYCLE MASTER PLAN	
Remit to: SAN DIEGO, CA					FYTD: \$26,576.30
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	12858	07/07/2014	64258	LANDSCAPE MAINT.-BAY AVE. TO GRAHAM/AQUUCT BIKEWAY-MAY14	\$40,296.36
		07/07/2014	64267	LANDSCAPE MAINT.-ASES ADMIN BLDG.-MAY14	
		07/07/2014	64254	LANDSCAPE MAINT.-ZONE D-MAY 2014	
		07/07/2014	64571	LANDSCAPE MAINT.-ZONE D ADDITIONAL WORK-MAY 2014	
		07/07/2014	64259	LANDSCAPE MAINT.-DELPHINIUM/PERHAM TO JFK/AQUUCT BIKEWAY-MAY14	
		07/07/2014	64271	LANDSCAPE MAINT.-LIBRARY-MAY14	
		07/07/2014	64262	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-MAY14	
		07/07/2014	64256	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-MAY14	
		07/07/2014	64274	LANDSCAPE MAINT.-UTILITY-MAY14	
		07/07/2014	64266	LANDSCAPE MAINT.-ANIMAL SHELTER-MAY14	
		07/07/2014	64273	LANDSCAPE MAINT.-SENIOR CENTER-MAY14	
		07/07/2014	64264	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-MAY14	
		07/07/2014	64265	LANDSCAPE MAINT.-SCE & OLD LAKE DRIVE-MAY14	
		07/07/2014	64269	LANDSCAPE MAINT.-CRC-MAY14	
		07/07/2014	64275	LANDSCAPE MAINT.-PATRIOT PARK-MAY14	
		07/07/2014	64263	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-MAY14	



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	12858	07/07/2014	64255	LANDSCAPE MAINT.-ZONE E-2-MAY 2014	\$40,296.36
		07/07/2014	64257	LANDSCAPE MAINT.-TOWNGATE AQUUCT BIKEWAY-MAY14	
		07/07/2014	64270	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-MAY14	
		07/07/2014	64272	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-MAY14	
		07/07/2014	64261	LANDSCAPE MAINT.-NORTH AQUEDUCT-MAY14	
		07/07/2014	64260	LANDSCAPE MAINT.-VANDERBERG TO FAY/AQUUCT BIKEWAY-MAY14	
	12947	07/07/2014	64572	LANDSCAPE MAINT.-ZONE E-2 ADDITIONAL WORK-MAY 2014	\$25,759.01
		07/07/2014	64268	LANDSCAPE MAINT.-CITY YARD-MAY14	
		07/21/2014	65008	LANDSCAPE MAINT.-ZONE D ADDITIONAL WORK-JUN 2014	
		07/21/2014	64752	LANDSCAPE MAINT.-ZONE D-JUN 2014	
		07/21/2014	64753	LANDSCAPE MAINT.-ZONE E-2-JUN 2014	
		07/21/2014	65009	LANDSCAPE MAINT.-ZONE E-2 ADDITIONAL WORK-JUN 2014	
		07/21/2014	65027	CREDIT FOR INVOICE 63355-WORK ORDER 1402-05 DOUBLE BILLED	

Remit to: IRWINDALE, CA FYTD: \$78,677.45

MCCAIN TRAFFIC SUPPLY	221908	07/14/2014	INV0175255	MCCAIN - ITS DEPLOYMENT PHASE 1A	\$75,800.87
		07/14/2014	INV0175752	EQUIPMENT - ITS DEPLOYMENT PHASE 1A	
		07/14/2014	INV0175212	EQUIPMENT - ITS DEPLOYMENT PHASE 1A	

Remit to: VISTA, CA FYTD: \$97,828.57

MERCHANTS LANDSCAPE SERVICES INC	12948	07/21/2014	42588	LANDSCAPE MAINT.-ZONES E-3 & E-3A-APR14	\$37,810.39
		07/21/2014	42587	LANDSCAPE MAINT.-ZONES E8,E12,E14 & E15-APR14	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MERCHANTS LANDSCAPE SERVICES INC	12948	07/21/2014	42882	LANDSCAPE MAINT.-ZONES E8,E12,E14 & E15-JUN14	\$37,810.39
		07/21/2014	43046	IRRIGATION REPAIRS FOR JUN 2014-ZONE E-3	
		07/21/2014	43045	IRRIGATION REPAIRS FOR JUN 2014-ZONE E-8	
		07/21/2014	43024	LANDSCAPE MAINT.-ZONES E-3 & E-3A-JUN14	
Remit to: MONTEREY PARK, CA					FYTD: \$59,327.64
MORENO VALLEY UTILITY	221911	07/14/2014	JUL-14 7/14/14	ELECTRICITY	\$89,701.59
		07/14/2014	7013411-01/JUN14	ELECTRICITY-UTILITY FIELD OFFICE	
Remit to: HEMET, CA					FYTD: \$89,701.59
NATIONWIDE RETIREMENT SOLUTIONS CP	12890	07/11/2014	2015-00000015	8010 - DEF COMP 457 - NATIONWIDE*	\$27,213.14
	12968	07/25/2014	2015-00000022	8010 - DEF COMP 457 - NATIONWIDE*	\$25,638.24
Remit to: COLUMBUS, OH					FYTD: \$58,193.38
NOBLE AMERICAS ENERGY SOLUTIONS	12863	07/07/2014	141430003588595	ELECTRIC ENERGY-CREDIT FOR PRIOR PERIOD ADJUSTMENTS	\$338,768.76
		07/07/2014	141620003616994	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	
		07/07/2014	141290003568992	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	
Remit to: PASADENA, CA					FYTD: \$361,618.77
NTH GENERATION COMPUTING, INC.	221986	07/21/2014	25389H	REPLACEMENT SERVERS	\$47,491.75
Remit to: SAN DIEGO, CA					FYTD: \$47,491.75



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PACIFIC UTILITY INSTALLATION, INC	12952	07/21/2014	12689	MOVAL SOUTH SUBSTATION PROJECT PROGRESS BILLING #2	\$198,993.35
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$198,993.35
PARSONS BRINCKERHOFF, INC	12913	07/14/2014	AR 556597	CONSULTING - PERRIS WIDENING/IRONWOOD TO MANZANITA	\$36,375.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$36,375.00
PARSONS TRANSPORTATION GROUP, INC.	12864	07/07/2014	1406A658	CONSULTANT - SR-60 MORENO BEACH PHASE 1	\$31,043.91
		07/07/2014	1405B191	CONSULTING - SR-60 MORENO BEACH PHASE	
		07/07/2014	1406A657	CONSULTING - SR-60 MORENO BEACH PHASE 2	
Remit to: IRVINE, CA					<u>FYTD:</u> \$42,432.46
PERMA	12998	07/28/2014	2014-15 PROP PGM	INSURANCE PREMIUM FOR 2014-15 PROPERTY PROGRAM	\$443,387.00
		07/28/2014	2014-15 CYBER LB	INSURANCE PREMIUM FOR 2014-15 CYBER LIABILITY COVERAGE PROGRAM	
		07/28/2014	2014-15 CRIME CV	INSURANCE PREMIUM FOR 2014-15 CRIME COVERAGE PROGRAM	
		07/28/2014	2014-15 GEN LIAB	DEPOSIT PREMIUM FOR 2014-15 GENERAL LIABILITY PROGRAM	
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$443,498.51
PERS HEALTH INSURANCE	12881	07/10/2014	W140701	EMPLOYEE HEALTH INSURANCE	\$189,111.33
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$189,111.33
PERS RETIREMENT	12883	07/03/2014	P140620	PERS RETIREMENT DEPOSIT - CLASSIC	\$224,790.13
	12929	07/21/2014	P140704	PERS RETIREMENT DEPOSIT - CLASSIC	\$236,156.44

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$485,578.38
RIVERSIDE CONSTRUCTION COMPANY, INC	12882	07/09/2014	W140702	RETENTION RELEASE PER ESCROW AGREEMENT-INV#140512 (PPR#17)	\$34,158.59
	13014	07/31/2014	W140705	RETENTION RELEASE PER ESCROW AGREEMENT-INV#140502 (PPR#16)	\$34,730.49
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$68,889.08
SINGER & COFFIN, APC	12867	07/07/2014	4243	LEGAL SERVICES - SR-60 MORENO BEACH PH. 2	\$68,888.91
Remit to: IRVINE, CA					<u>FYTD:</u> \$68,888.91
SOCO GROUP, INC	12917	07/14/2014	0049860-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$37,084.03
		07/14/2014	0046586-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		07/14/2014	0053844-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		07/14/2014	0043030-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		07/14/2014	0045259-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		07/14/2014	0051876-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: PERRIS, CA					<u>FYTD:</u> \$37,084.03
SOUTHERN CALIFORNIA EDISON 1	221921	07/14/2014	7500431711	WDAT CHARGES-IRIS AVE. LOCATION	\$52,435.40
		07/14/2014	7500431712	WDAT CHARGES-GRAHAM ST. LOCATION	
		07/14/2014	7500431714	WDAT CHARGES-NANDINA AVE. LOCATION	
		07/14/2014	7500432085	RELIABILITY SERVICE-DLAP_SCE_SEES_HV	
		07/14/2014	7500431713	WDAT CHARGES-GLOBE ST. LOCATION	
		07/14/2014	7500431716	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION	
		07/14/2014	7500431715	WDAT CHARGES-FREDERICK AVE. LOCATION	



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SOUTHERN CALIFORNIA EDISON 1	221992	07/21/2014	JUN-14 7/21/14	ELECTRICITY	\$160,227.84
	222081	07/28/2014	JUN-14 7/28/14	ELECTRICITY	\$33,107.17
		07/28/2014	JUL-14 7/28/14	ELECTRICITY	
		07/28/2014	707-6081 JUN-14	ELECTRICITY	
Remit to: ROSEMEAD, CA					FYTD: \$276,119.95
STANDARD INSURANCE CO	12920	07/14/2014	140701a	LIFE & DISABILITY INSURANCE	\$25,168.33
Remit to: PORTLAND, OR					FYTD: \$26,807.59
TAYLOR TENNIS COURTS, INC.	222089	07/28/2014	8364	RESURFACE TENNIS COURTS AT PEDRORENA PARK	\$25,635.00
		07/28/2014	8398	RESURFACE TENNIS COURTS AT VISTA LOMAS PARK	
Remit to: ANAHEIM, CA					FYTD: \$25,635.00
U.S. BANK/CALCARDS	12874	07/07/2014	06-27-14	PAYMENT FOR JUNE 2014 CALCARD ACTIVITY	\$305,732.12
Remit to: ST. LOUIS, MO					FYTD: \$305,732.12
VANCE CORPORATION	13007	07/28/2014	5	CONSTRUCTION - CACTUS WIDENING EB	\$49,043.51
Remit to: RIALTO, CA					FYTD: \$49,043.51
WASTE MANAGEMENT	222102	07/28/2014	072214	SOLID WASTE DELINQUENCIES	\$857,517.99
Remit to: CORONA, CA					FYTD: \$857,517.99
WELLS FARGO CORPORATE TRUST	13015	07/25/2014	W140704	2007 RDA TABS DEBT SERVICE-	\$1,240,639.82
Remit to: LOS ANGELES, CA					FYTD: \$1,240,639.82

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WILLDAN ENGINEERING	12927	07/14/2014	002-14448	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.	\$25,935.73
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$27,965.73
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	221936	07/14/2014	JUN-14 TUMF	TUMF FEES COLLECTED 6/1-6/30/14	\$141,968.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$141,968.00
WURM'S JANITORIAL SERVICES, INC.	12879	07/07/2014	23254	SPECIAL CLEANINGS FOR JUNE EVENT RENTALS AT TOWNGATE COMM. CTR.	\$30,130.46
		07/07/2014	23143	JANITORIAL SERVICES-CITY HALL	
		07/07/2014	23146	JANITORIAL SERVICES-EOC	
		07/07/2014	23149	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.	
		07/07/2014	23150	JANITORIAL SERVICES-PUBLIC SAFETY BLDG.	
		07/07/2014	23153	JANITORIAL SERVICES-SENIOR CENTER	
		07/07/2014	23156	JANITORIAL SERVICES-TOWNGATE COMM. CTR.	
		07/07/2014	23179	SPECIAL CLEANINGS FOR MAY EVENT RENTALS AT CRC	
		07/07/2014	23255	SPECIAL CLEANINGS FOR JUNE EVENT RENTALS AT SENIOR CTR.	
		07/07/2014	23159	JANITORIAL SERVICES-ANNEX 1 BLDG.	
		07/07/2014	23204	CREDIT MEMO-MARCH FIELD FOR TWO DAYS OF JANITORIAL SVCS IN MAY	
		07/07/2014	23144	JANITORIAL SERVICES-CITY YARD & TRANSP. TRAILER	
		07/07/2014	23178	SPECIAL CLEANINGS FOR MAY EVENT RENTALS AT TOWNGATE COMM. CTR.	
		07/07/2014	23253	SPECIAL CLEANINGS FOR JUNE EVENT RENTALS AT CRC	
		07/07/2014	23181	CARPET CLEANING AT COTTONWOOD GOLF CTR. ON 5/28/14	
		07/07/2014	23256	SPECIAL CLEANING AT COTTONWOOD GOLF CTR. 6/21/14	



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WURM'S JANITORIAL SERVICES, INC.	12879	07/07/2014	23148	JANITORIAL SERVICES-LIBRARY	\$30,130.46
		07/07/2014	23152	JANITORIAL SERVICES-RAINBOW RIDGE ELEMENTARY	
		07/07/2014	23154	JANITORIAL SERVICES-SUNNYMEAD MIDDLE SCHOOL/ASES	
		07/07/2014	23203	CREDIT MEMO-JANITORIAL SVCS CREDIT-SUNNYMEAD MIDDLE-1/2 OF JUNE	
		07/07/2014	23155	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY	
		07/07/2014	23202	CREDIT MEMO-JANITORIAL SVCS CREDIT-SUNNYMEAD ELEMEN.-1/2 OF JUNE	
		07/07/2014	23201	JANITORIAL SERVICES-RED MAPLE ELEMENTARY	
		07/07/2014	23177	SPECIAL CLEANINGS FOR MAY EVENT RENTALS AT SENIOR CTR.	
		07/07/2014	23145	JANITORIAL SERVICES-CONFERENCE & REC CTR.	

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Remit to: CORONA, CA

FYTD: \$30,880.46

TOTAL AMOUNTS OF \$25,000 OR GREATER	\$12,927,883.07
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ORANGE, SHANNON	222011	07/21/2014	1155458	REFUND FOR SUMMER YOU BASKETBALL EAGUE	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$60.00
ABILITY COUNTS, INC	222044	07/28/2014	ACI10993	LANDSCAPE MAINT-CFD #1-JUN14	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$2,065.00
ACTION DOOR REPAIR CORP.	12829	07/07/2014	89945	PROVIDE & PROGRAM ONE 4-BUTTON TRANSMITTER	\$193.40
	12894	07/14/2014	90142	REPAIR SVCS-RECEIVERS & TRANSMITTERS-FS#2	\$572.32
	12930	07/21/2014	90143	SERVICE CALL-FRONT DOOR FOR FS#2	\$879.45
		07/21/2014	89591	LABOR TO REPLACE MOTOR ON GATE #4-PSB	
Remit to: ORLANDO, FL					<u>FYTD:</u> \$1,645.17
ACTION FIRE PROTECTION	221876	07/07/2014	FP14-0462	REFUND-FIRE PLAN CK & INSPECTION FEES OVERPAYMENT	\$238.00
Remit to: GARDEN GROVE, CA					<u>FYTD:</u> \$238.00
ADDUS HEALTH CARE	222107	07/28/2014	1161405	CRC RENTAL REFUND DEPOSIT	\$387.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$387.00
ADLERHORST INTERNATIONAL INC.	12830	07/07/2014	20520	MONTHLY K-9 TRAINING-OZZI-JUN14	\$425.01
		07/07/2014	20521	MONTHLY K-9 TRAINING-IVAN-JUN14	
		07/07/2014	20519	MONTHLY K-9 TRAINING-DRE-JUN14	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$425.01
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	12831	07/07/2014	3284-38582	ICE MACHINE MAINT-FS#48	\$1,460.00
		07/07/2014	3284-38569	ICE MACHINE MAINT-FS#2	



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	12831	07/07/2014	3284-38567	ICE MACHINE MAINT-CORPORATE YARD	\$1,460.00
		07/07/2014	3284-38568	ICE MACHINE MAINT-SENIOR CTR	
		07/07/2014	3284-38579	ICE MACHINE MAINT-FS#6	
		07/07/2014	3284-38580	ICE MACHINE MAINT-TOWNGATE	
		07/07/2014	3284-38581	ICE MACHINE MAINT-FS#58	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,460.00
ADVANCED ELECTRIC	221831	07/07/2014	11050	ELECTRICAL WORKS AT COMMUNITY PARK	\$2,949.00
		07/07/2014	11033	BALLAST & BULBS FOR CRC	
	221888	07/14/2014	11066	ELECTRICAL REPAIRS-VISTA LOMAS PARK	\$856.24
		07/14/2014	11067	ELECTRICAL REPAIRS-CELEBRATION PARK	
		07/14/2014	11074	ELECTRICAL WORKS-CH MEDIA ROOM	
	221960	07/21/2014	11076	ELECTRICAL REPAIRS/LIFT RENTAL-MARCH FIELD	\$4,560.12
		07/21/2014	11069	ELECTRICALR REPAIRS-WOODLAND PARK	
	222045	07/28/2014	11080	COTTONWOOD BANQUET ROOM CONDUIT	\$1,668.16
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$10,033.52
ADVANCED EQUIPMENT CORPORATION	221961	07/21/2014	121520	REFURBISH MOVABLE WALL-SENIOR CTR	\$17,050.00
Remit to: FULLERTON, CA					<u>FYTD:</u> \$17,050.00
AEROTEK, INC.	12971	07/28/2014	OP05052446	TEMPORARY STAFFING 7/1-7/3/14 (BILL FOR 16 HRS)	\$1,021.44
		07/28/2014	OP05052447	TEMPORARY STAFFING-7/1-7/3/14 (BILL FOR 8 HRS)	
		07/28/2014	OP05065235	TEMPORARY STAFFING 7/7-7/10/14	

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Remit to: CHICAGO, IL					<u>FYTD:</u> \$1,021.44
AES OVERHEAD DOOR & GATE COMPANY, INC.	12833	07/07/2014	10104	ROLL UP DOORS PREVENTIVE MAINT-CITY YARD	\$1,672.00
		07/07/2014	10094	ROLL UP DOORS PREVENTIVE MAINT-UTILITY FIELD OFFICE	
		07/07/2014	10095	ROLL UP DOORS PREVENTIVE MAINT-FS#99	
		07/07/2014	10096	ROLL UP DOORS PREVENTIVE MAINT-FS91	
		07/07/2014	10101	ROLL UP DOORS PREVENTIVE MAINT-ANIMAL SHELTER	
		07/07/2014	10103	ROLL UP DOORS PREVENTIVE MAINT-PUBLIC SAFETY BLDG	
		07/07/2014	10102	ROLL UP DOORS PREVENTIVE MAINT-ANNEX BLDG #1	
		07/07/2014	10093	ROLL UP DOORS PREVENTIVE MAINT-FS#58	
		07/07/2014	10098	ROLL UP DOORS PREVENTIVE MAINT-FS#2	
		07/07/2014	10097	ROLL UP DOORS PREVENTIVE MAINT-FS#65	
		07/07/2014	10099	ROLL UP DOORS PREVENTIVE MAINT-FS#48	
		07/07/2014	10100	ROLL UP DOORS PREVENTIVE MAINT-FS#6	
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$1,672.00
AGUIRRE, HAIDE	222108	07/28/2014	1155797	REFUND DUE TO SCHEDULE CONFLICT	\$79.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$79.00
AIR EXCHANGE INC	221962	07/21/2014	33827	PLYMOVENT MAINT/REPAIR-FS#65	\$1,295.30
		07/21/2014	33826	PLYMOVENT MAINT/REPAIR-FS#2	
Remit to: Fairfield, CA					<u>FYTD:</u> \$1,295.30
ALAMO, MAIA	222109	07/28/2014	14186197	REFUND ON APPEAL GRANTED	\$32.00



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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$32.00
ALBERT A. WEBB ASSOCIATES	12834	07/07/2014	142386	CONSULTING - EAST SUNNYMEAD STORM DRAIN	\$11,094.16
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$11,094.16
ALESSANDRO SMOG TEST ONLY	221877	07/07/2014	BL#21905-YR2014	REFUND OF OVERPAYMENT FOR BL#21905	\$62.29
Remit to: HEMET, CA					<u>FYTD:</u> \$62.29
ALLIANT INSURANCE SERVICES	222047	07/28/2014	4/1-6/30/14	SPECIAL EVENT INSURANCE	\$4,093.90
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$4,093.90
AMERICAN TOWERS	12931	07/21/2014	SSI19701-301247	RADIO EQUIPMENT TOWER LEASE	\$9,450.00
Remit to: CHARLOTTE, NC					<u>FYTD:</u> \$9,450.00
AMTECH ELEVATOR SERVICES	221832	07/07/2014	DVB28281001	ELEVATOR REPAIRS	\$383.00
	221889	07/14/2014	DVB05044614	ELEVATOR ROUTINE MAINT-CITY HALL-JUN14	\$121.92
Remit to: PASADENA, CA					<u>FYTD:</u> \$504.92
ANGEL VICTORIANO/A & G HEATING & AIR CONDITIONING	222110	07/28/2014	B1401752	REFUND-CANCELLED BLDG PERMIT APPLICATION	\$146.32
Remit to: HEMET, CA					<u>FYTD:</u> \$146.32
ANIMAL EMERGENCY CLINIC, INC.	12835	07/07/2014	146U	AFTER HOURS EMERGENCY VET SVCS	\$140.00
		07/07/2014	146	AFTER HOURS EMERGENCY VET SVCS	\$140.00
	12972	07/28/2014	146V	AFTER HOURS EMERGENCY VET SVCS	\$80.00
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$220.00

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ANIMAL HEALTH AND SANITARY SUPPLY	221833	07/07/2014	31178	MISC. KENNEL SUPPLIES	\$2,314.49
Remit to: RIVERSIDE, CA					FYTD: \$2,314.49
ANIMAL PEST MANAGEMENT SERVICES, INC.	12973	07/28/2014	127475	PEST CONTROL SVCS-SCE ESMNT/AQDCT/BIKEWAY	\$1,300.50
		07/28/2014	127477	PEST CONTROL SVCS-MARCH FIELD CNTR	
		07/28/2014	127476	PEST CONTROL SVCS-MARB/CHILD CARE GRNDS/BALLFIELDS	
		07/28/2014	127596	PEST CONTROL SVCS-GOLF COURSE	
		07/28/2014	128368	PEST CONTROL SVCS-GOLF COURSE	
		07/28/2014	127580	PEST CONTROL SVCS-CFD #1	
		07/28/2014	128345	PEST CONTROL SVCS-GOLF COURSE	
Remit to: CHINO, CA					FYTD: \$1,300.50
APA ENGINEERING, INC.	221890	07/14/2014	14-100350	CONSULTING - CYCLE 5 ADA CURB RAMPS	\$1,445.00
	222048	07/28/2014	14-100356	CONSULTING - ANNUAL ADA CURB RAMPS	\$7,310.00
Remit to: IRVINE, CA					FYTD: \$8,755.00
ARBORQUEST TREE SERVICE, INC.	221963	07/21/2014	06302014-1	TREE REMOVALS FOR VARIOUS LOCATIONS	\$10,000.00
		07/21/2014	06302014	TREE REMOVALS FOR VARIOUS LOCATIONS	
Remit to: TEMECULA, CA					FYTD: \$10,000.00
ARROWHEAD WATER	12895	07/14/2014	04F0029115177	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER	\$458.83
		07/14/2014	04F0030878268	WATER PURIF. UNIT RENTAL-EOC	
		07/14/2014	04F0029647948	WATER PURIF. UNIT RENTAL-FIRE ST. #48	
		07/14/2014	04F0032901514	WATER PURIF. UNIT RENTAL-ANNEX 1	



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ARROWHEAD WATER	12895	07/14/2014	04F0029115110	WATER PURIF. UNITS RENTAL-CITY YARD & TRANSP. TRAILER	\$458.83
		07/14/2014	04F0029647971	WATER PURIF. UNIT RENTAL-FIRE ST. #2	
		07/14/2014	04F0029647914	WATER PURIF. UNIT RENTAL-FIRE ST. #6	
		07/14/2014	04F0029647997	WATER PURIF. UNIT RENTAL-FIRE ST. #58	
		07/14/2014	04F0029115201	WATER PURIF. UNIT RENTAL-SENIOR CENTER	
		07/14/2014	04F0032414377	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.	
		07/14/2014	04F0029648037	WATER PURIF. UNIT RENTAL-FIRE ST. #91	
		07/14/2014	04F0032389744	WATER PURIF. UNIT RENTAL-FIRE ST. #99	
		07/14/2014	04F0029648052	WATER PURIF. UNIT RENTAL-FIRE ST. #65	
		07/14/2014	04F0029115144	WATER PURIF. UNIT RENTAL-LIBRARY	
		07/14/2014	04F0029115359	WATER PURIF. UNIT RENTAL-CRC	
	12974	07/28/2014	04G0029115110	WATER PURIF. UNITS RENTAL-CITY YARD & TRANSP. TRAILER	
		07/28/2014	04G0029115144	WATER PURIF. UNIT RENTAL-LIBRARY	
		07/28/2014	04G0029648037	WATER PURIF. UNIT RENTAL-FIRE ST. #91	
		07/28/2014	04G0029648052	WATER PURIF. UNIT RENTAL-FIRE ST. #65	
		07/28/2014	04G0032389744	WATER PURIF. UNIT RENTAL-FIRE ST. #99	
		07/28/2014	04G0029647997	WATER PURIF. UNIT RENTAL-FIRE ST. #58	
		07/28/2014	04G0029647948	WATER PURIF. UNIT RENTAL-FIRE ST. #48	
		07/28/2014	04G0029647914	WATER PURIF. UNIT RENTAL-FIRE ST. #6	
		07/28/2014	04G0028990919	WATER PURIF. UNITS RENTAL-CITY HALL	
		07/28/2014	04G0032901514	WATER PURIF. UNITS RENTAL-ANNEX 1	
		07/28/2014	04G0029647971	WATER PURIF. UNIT RENTAL-FIRE ST. #2	
		07/28/2014	04G0032414377	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.	

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Remit to: LOUISVILLE, KY					<u>FYTD:</u> \$917.66
ASSESSOR-COUNTY CLERK RECORDER	221891	07/14/2014	12778	MAP COPY SERVICES	\$84.50
		07/14/2014	12759	MAP COPY SERVICES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$84.50
AT & T MOBILITY	222012	07/21/2014	PA14-0029	REFUND-WITHDRAWAL OF PLANNING APPLICATION	\$2,806.00
Remit to: CERRITOS, CA					<u>FYTD:</u> \$2,806.00
AVALOS, SAL	222111	07/28/2014	R14-075562	AS REFUND-ADOPTION FEES	\$82.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82.00
BACKES, HAILEY	221878	07/07/2014	R14-074804	AS REFUND-ADOPT,RAB DEP, CHIP,VACS	\$70.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$70.00
BAGLEY, DAMON/JEANNINE	222112	07/28/2014	R14-075374	AS REFUND-OVERPMT ON 3 YR LICENSE	\$7.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7.00
BARTEL ASSOCIATES, LLC	221964	07/21/2014	14-513	ACTUARIAL CONSULTING SERVICES	\$2,850.00
Remit to: SAN MATEO, CA					<u>FYTD:</u> \$2,850.00
BEAZER HOMES	221880	07/07/2014	DEPOSIT REFUND	REFUND OF DEPOSIT ACCOUNT BALANCES	\$8,224.00
Remit to: BREA, CA					<u>FYTD:</u> \$8,224.00
BEMUS LANDSCAPE, INC.	221892	07/14/2014	265206	LANDSCAPE MAINT-ANNEX 1-JUN14	\$4,724.30
		07/14/2014	265205	LANDSCAPE MAINT-VETERANS MEMORIAL-JUN14	



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BEMUS LANDSCAPE, INC.	221892	07/14/2014	265208	LANDSCAPE MAINT-FIRE STNS-JUN14	\$4,724.30
		07/14/2014	265207	LANDSCAPE MAINT-CITY HALL-JUN14	
Remit to: SAN CLEMENTE, CA					FYTD: \$4,724.30
BERGER BROS., INC	221941	07/14/2014	BL#11499-YR2014	REFUND OF OVERPAYMENT LICENSE RENEWED ONLINE IN ERROR	\$125.44
Remit to: AZUSA, CA					FYTD: \$125.44
BIO-TOX LABORATORIES	222049	07/28/2014	28965	BLOOD TOXICOLOGY ANALYSIS	\$4,892.66
		07/28/2014	28966	BLOOD TOXICOLOGY ANALYSIS	
Remit to: RIVERSIDE, CA					FYTD: \$4,892.66
BMW MOTORCYCLES OF RIVERSIDE	12932	07/21/2014	6007896	MAINT & REPAIRS FOR NEW TRAFFIC MOTORCYCLES	\$798.53
	12975	07/28/2014	6007979	SPECIALIZED LIGHTS FOR TRAFFIC MOTORCYCLE	\$4,077.25
		07/28/2014	6008163	MAINT & REPAIRS FOR NEW TRAFFIC MOTORCYCLES	
		07/28/2014	6008164	MAINT & REPAIRS FOR NEW TRAFFIC MOTORCYCLES	
		07/28/2014	6008165	SPECIALIZED LIGHTS FOR TRAFFIC MOTORCYCLE	
		07/28/2014	6008162	SPECIALIZED LIGHTS FOR TRAFFIC MOTORCYCLES	
Remit to: RIVERSIDE, CA					FYTD: \$4,875.78
BOX SPRINGS MUTUAL WATER COMPANY	221834	07/07/2014	06262014	WATER USAGE ACCT#721-1 ZONE E-1	\$108.82
	221965	07/21/2014	1085-1 4/30/14	ASSESSMENT	\$144.00
		07/21/2014	1084-1 4/30/14	ASSESSMENT	
		07/21/2014	1086-1 4/30/14	ASSESSMENT	
		07/21/2014	195-5 6/26/14	ASSESSMENT	

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BOX SPRINGS MUTUAL WATER COMPANY	221965	07/21/2014	1088-1 4/30/14	ASSESSMENT	\$144.00
		07/21/2014	1087-1 4/30/14	ASSESSMENT	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$252.82
BRAUN BLAISING MCLAUGHLIN	221835	07/07/2014	15028	LEGAL SERVICES-MVU	\$6,703.90
		07/07/2014	15067	LEGAL SERVICES-MVU	
	221966	07/21/2014	15108	LEGAL SERVICES-MVU	\$2,644.90
	222050	07/28/2014	15109	LEGAL SVCS-CASL CASE	\$23,314.85
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$32,663.65
BRIGHT LIGHT ENTERTAINMENT, INC	221828	07/01/2014	105a	BALANCE FOR JULY 4, 2014 PERFORMANCE	\$2,500.00
Remit to: SIMI VALLEY, CA					<u>FYTD:</u> \$2,500.00
BUTLER, TANYEL	222013	07/21/2014	1155371	REFUND FOR DEPOSIT FOR TG CONTRACT #26017	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
CALGO VEBA CITY OF MORENO VALLEY	12933	07/21/2014	2015-00000001	4020 - EXEC VEBA*	\$7,832.50
	12976	07/28/2014	2015-00000025	4020 - EXEC VEBA*	\$1,795.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$9,627.50
CALIFORNIA BUILDING STANDARDS COMMISSION	222051	07/28/2014	2ND QTR 2014	SB1473 FEES COLLECTED FOR 4/1-6/30/14	\$3,545.10
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$3,545.10
CALPERS	222001	07/21/2014	FY14/15 CERBT	UNFUNDED RETIREE MED TRUST ACCT-SECESSOR AGENCY	\$13,855.14



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CALPERS	222002	07/21/2014	FY14/15 PERS	UNFUNDED PERS RETIREMENT LIABILITY-SUCCESSOR AGENCY	\$4,461.90
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$668,317.04
CALULOT, BELLA	222014	07/21/2014	1153457	REFUND DUE TO CLASS CANCELLED DUE TO LACK OF REGISTRATION	\$47.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$47.00
CAPREE ESCROW	12963	07/18/2014	W140703	HABITAT FOR HUMANITY-ESCROW & TITLE FEES (25246 MYERS)	\$4,095.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,095.50
CARSON TRAILER, INC.	12935	07/21/2014	00265622	PURCHASE OF 7X14' TRAILER-VIN#4HXDT1429FC172545	\$8,414.92
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$8,414.92
CARTER, LISA	222113	07/28/2014	1159490	REFUND DUE TO LACK OF REGISTRATION	\$42.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$42.00
CASTRO, MARCUS	222114	07/28/2014	R14-075724	AS REFUND-2 LICENSE, 2 VACS	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
CEMEX	221968	07/21/2014	9428655325	PORTLAND CEMENT	\$2,319.42
		07/21/2014	9428795548	PORTLAND CEMENT	
		07/21/2014	9428762221	PORTLAND CEMENT	
		07/21/2014	9428696748	PORTLAND CEMENT	
		07/21/2014	9428663620	PORTLAND CEMENT	
Remit to: PASADENA, CA					<u>FYTD:</u> \$2,319.42

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CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	12896	07/14/2014	04CTY107-0328918	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	\$540.00
		07/14/2014	04CTY107-0328838	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
	12936	07/21/2014	04CTY107-0327749	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	\$1,454.00
		07/21/2014	04CTY107-0329201	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
		07/21/2014	04CTY107-0328229	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
		07/21/2014	04CTY107-0329555	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
Remit to: RIVERSIDE, CA					FYTD: \$1,994.00
-62- CHANCY, CHIZURU	222052	07/28/2014	JUN-2014	INSTRUCTOR SERVICES-ADV. HULA & HAWAIIAN/TAHITIAN DANCE CLASSES	\$174.60
Remit to: MORENO VALLEY, CA					FYTD: \$174.60
CHANDLER ASSET MANAGEMENT, INC	12836	07/07/2014	15246	INVESTMENT MANAGEMENT SVCS-JUN14	\$6,744.00
Remit to: SAN DIEGO, CA					FYTD: \$6,744.00
CHAVEZ, YADIRA	222115	07/28/2014	1159689	REFUND DUE TO LACK OF REGISTRATION	\$55.00
Remit to: MORENO VALLEY, CA					FYTD: \$55.00
CHERRY, GWYNN	222116	07/28/2014	1159482	REFUND WRONG LEVEL	\$72.00
Remit to: MORENO VALLEY, CA					FYTD: \$72.00
CIENEGA, CYNTHIA	222158	07/28/2014	CITATION REFUND	REFUND FOR FTB WITHHOLDING FOR ADMINISTRATIVE CITATION #B03227	\$470.00
Remit to: ANAHEIM, CA					FYTD: \$470.00
CINTAS CORPORATION	12837	07/07/2014	150301277	UNIFORM RENTAL SVC.-CFD #1	\$196.98



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CINTAS CORPORATION	12837	07/07/2014	150297709	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	\$196.98
		07/07/2014	150301283	UNIFORM RENTAL SVC.-GOLF COURSE	
		07/07/2014	150301273	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
		07/07/2014	150301272	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
		07/07/2014	150297720	UNIFORM RENTAL SVC.-GOLF COURSE	
		07/07/2014	150297710	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
		07/07/2014	150297707	UNIFORM RENTAL SVC.-PARK MAINT.	
		07/07/2014	150301270	UNIFORM RENTAL SVC.-PARK MAINT.	
	12897	07/07/2014	150297714	UNIFORM RENTAL SVC.-CFD #1	\$582.12
		07/14/2014	150301274	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
		07/14/2014	150304820	UNIFORM RENTAL SVC.-TREE MAINT.	
		07/14/2014	150304819	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
		07/14/2014	150304818	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
		07/14/2014	150304824	UNIFORM RENTAL SVC.-STREET MAINT.	
		07/14/2014	150297715	UNIFORM RENTAL SVC.-ST. SWEEPING	
		07/14/2014	150301276	UNIFORM RENTAL SVC.-TREE MAINT.	
		07/14/2014	150301278	UNIFORM RENTAL SVC.-ST. SWEEPING	
		07/14/2014	150304825	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
07/14/2014	150304822	UNIFORM RENTAL SVC.-ST. SWEEPING			
07/14/2014	150297718	UNIFORM RENTAL SVC.-CONCRETE MAINT.			
07/14/2014	150297716	UNIFORM RENTAL SVC.-DRAIN MAINT.			
07/14/2014	150301275	UNIFORM RENTAL SVC.-VEHICLE MAINT.			
07/14/2014	150301279	UNIFORM RENTAL SVC.-DRAIN MAINT.			
07/14/2014	150297711	UNIFORM RENTAL SVC.-GRAFFITI RMVL			

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CINTAS CORPORATION	12897	07/14/2014	150304823	UNIFORM RENTAL SVC.-DRAIN MAINT.	\$582.12
		07/14/2014	150301280	UNIFORM RENTAL SVC.-STREET MAINT.	
		07/14/2014	150297712	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
		07/14/2014	150301281	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
		07/14/2014	150297713	UNIFORM RENTAL SVC.-TREE MAINT.	
	12937	07/14/2014	150297717	UNIFORM RENTAL SVC.-STREET MAINT.	\$134.16
		07/21/2014	150308388	UNIFORM RENTAL SVC.-PARK MAINT.	
		07/21/2014	150308401	UNIFORM RENTAL SVC.-GOLF COURSE	
		07/21/2014	150304814	UNIFORM RENTAL SVC.-PARK MAINT.	
		07/21/2014	150304821	UNIFORM RENTAL SVC.-CFD #1	
	12977	07/21/2014	150304827	UNIFORM RENTAL SVC.-GOLF COURSE	\$1,139.66
		07/21/2014	150308395	UNIFORM RENTAL SVC.-CFD #1	
		07/28/2014	150308391	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
		07/28/2014	150308394	UNIFORM RENTAL SVC.-TREE MAINT.	
		07/28/2014	150286975	UNIFORM RENTAL SVC.-TREE MAINT.	
		07/28/2014	150308397	UNIFORM RENTAL SVC.-DRAIN MAINT.	
		07/28/2014	150308396	UNIFORM RENTAL SVC.-ST. SWEEPING	
		07/28/2014	150279809	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
		07/28/2014	150308390	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
		07/28/2014	150311934	UNIFORM RENTAL SVC.-DRAIN MAINT.	
07/28/2014	150308389	UNIFORM RENTAL SVC.-PURCHASING			
07/28/2014	150304815	UNIFORM RENTAL SVC.-PURCHASING			
07/28/2014	150297708	UNIFORM RENTAL SVC.-PURCHASING			
		07/28/2014	150315512	UNIFORM RENTAL SVC.-CONCRETE MAINT.	



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CINTAS CORPORATION	12977	07/28/2014	150315511	UNIFORM RENTAL SVC.-STREET MAINT.	\$1,139.66
		07/28/2014	150315510	UNIFORM RENTAL SVC.-DRAIN MAINT.	
		07/28/2014	150283382	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
		07/28/2014	150315507	UNIFORM RENTAL SVC.-TREE MAINT.	
		07/28/2014	150315506	UNIFORM RENTAL SVC.-MECHANICS	
		07/28/2014	150315505	UNIFORM RENTAL SVC.-GRAFFITI RMVL.	
		07/28/2014	150311935	UNIFORM RENTAL SVC.-STREET MAINT.	
		07/28/2014	150311929	UNIFORM RENTAL SVC.-GRAFFITI RMVL.	
		07/28/2014	150311931	UNIFORM RENTAL SVC.-TREE MAINT.	
		07/28/2014	150311933	UNIFORM RENTAL SVC.-ST. SWEEPING	
		07/28/2014	150301271	UNIFORM RENTAL SVC.-PURCHASING	
		07/28/2014	150294157	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
		07/28/2014	150294158	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
		07/28/2014	150304816	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
		07/28/2014	150308400	UNIFORM RENTAL SVC.-FACILITIES	
		07/28/2014	150304817	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
		07/28/2014	150304826	UNIFORM RENTAL SVC.-FACILITIES	
		07/28/2014	150301282	UNIFORM RENTAL SVC.-FACILITIES	
		07/28/2014	150315509	UNIFORM RENTAL SVC.-ST. SWEEPING	
		07/28/2014	150308393	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
		07/28/2014	150286974	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
		07/28/2014	150286978	UNIFORM RENTAL SVC.-DRAIN MAINT.	
		07/28/2014	150272616	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
		07/28/2014	150286973	UNIFORM RENTAL SVC.-GRAFFITI RMVL	

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CINTAS CORPORATION	12977	07/28/2014	150308399	UNIFORM RENTAL SVC.-CONCRETE MAINT.	\$1,139.66
		07/28/2014	150311930	UNIFORM RENTAL SVC.-MECHANICS	
		07/28/2014	150286980	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
		07/28/2014	150276209	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
		07/28/2014	150308392	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
		07/28/2014	150311936	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
		07/28/2014	150308398	UNIFORM RENTAL SVC.-STREET MAINT.	
		07/28/2014	150286979	UNIFORM RENTAL SVC.-STREET MAINT.	
		07/28/2014	150286977	UNIFORM RENTAL SVC.-ST. SWEEPING	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$2,052.92
CISNEROS, GLORIA	222117	07/28/2014	R14-071551	AS REFUND-S/N DEPOSIT	\$75.00
Remit to: MURRIETA, CA					<u>FYTD:</u> \$75.00
CIVIL SOURCE, INC.	12838	07/07/2014	10410358-1A	PLAN CHECK SVCS-PROJ#PA09-0022/PM 36207	\$15,813.30
		07/07/2014	10410358-1B	PLAN CHECK SVCS-PROJ#PA06-0021 (PM 34577)	
Remit to: IRVINE, CA					<u>FYTD:</u> \$15,813.30
COCKERHAM, PAMELA	222118	07/28/2014	1156356	REFUND DUE TO MEDICAL REASONS	\$55.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$55.00
COLONIAL SUPPLEMENTAL INSURANCE	221865	07/07/2014	7133069-0701602	SUPPLEMENTAL INSURANCE	\$5,822.34
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$5,822.34
COMMUNITY CONNECT	221836	07/07/2014	MAY 2014	211 CALL CENTER INFO & REFERRAL-CDBG	\$550.86



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Remit to: RIVERSIDE, CA					FYTD: \$550.86
COMMUNITY HEALTH CHARITIES	221893	07/14/2014	2015-00000002	8725 - CH CHARITY	\$88.00
	222053	07/28/2014	2015-00000026	8725 - CH CHARITY	\$85.00
Remit to: COSTA MESA, CA					FYTD: \$173.00
COMMUNITY NOW	12826	07/02/2014	1020	NEIGHBORHOODS/NEXTDOOR.COM CONSULTANTS-	\$1,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
CORTES, FRANCES C	222054	07/28/2014	JUN-2014	INSTRUCTOR SERVICES-BELLY DANCING FOR FUN & FITNESS CLASS	\$108.00
Remit to: REDLANDS, CA					FYTD: \$108.00
COSTCO	222055	07/28/2014	20727	MISC. SUPPLIES-EOC	\$21.29
Remit to: MORENO VALLEY, CA					FYTD: \$21.29
COUNTRY SQUIRE ESTATES	221837	07/07/2014	MAY-JUNE 2014	UUT REIMBURSEMENT MAY-JUNE 2014	\$49.94
Remit to: ONTARIO, CA					FYTD: \$49.94
COUNTS UNLIMITED, INC.	12898	07/14/2014	14171	TRAFFIC COUNTS DATA COLLECTION	\$510.00
		07/14/2014	14246	TRAFFIC COUNTS DATA COLLECTION-	
Remit to: CORONA, CA					FYTD: \$510.00
COUNTY OF RIVERSIDE	221970	07/21/2014	9990170000-1406	VPN CONNECTION FOR CODE ENFORCEMENT STAFF-JUN14	\$51.20
		07/21/2014	9990170000-1405	VPN CONNECTION FOR CODE ENFORCEMENT STAFF-MAY14	
		07/21/2014	9990023000-1405	VPN CONNECTION FOR ADDTL. CODE ENFORCEMENT STAFF-MAY14	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$76,892.09
COUNTY OF RIVERSIDE 1	221971	07/21/2014	PU0000003181	JANITORIAL SUPPLIES-SHERIFF STATION EXPLORERS	\$1,188.35
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,188.35
COUNTY OF RIVERSIDE SHERIFF	221894	07/14/2014	SH0000024135	LAW ENFORCEMENT EXTRA DUTY HOURS-DUI CHECKPOINT 4/25/14	\$240.90
	221938	07/14/2014	SH0000024071	LAW ENFORCEMENT SERVICES/MILEAGE-JAG GRANT 2010	\$3,135.96
	222056	07/28/2014	SH0000024383	LAW ENFORCEMENT SERVICES/MILEAGE-JAG GRANT 2010	\$10,575.55
		07/28/2014	SH0000024382	LAW ENFORCEMENT SERVICES/MILEAGE-JAG GRANT 2010	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,167,105.36
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	221895	07/14/2014	MAY-14	TRANSMITTAL OF AB544-PARKING CONTROL FEES	\$19,413.25
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$19,413.25
CUFFIE, LATAUSHA	222119	07/28/2014	1159492	REFUND DUE TO LACK OF REGISTRATION	\$40.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$40.00
D & D SERVICES DBA D & D DISPOSAL, INC.	222057	07/28/2014	52539	DECEASED ANIMAL DISPOSAL SVCS-JUN14	\$745.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$745.00
D H TAD LOWREY & GAYLE A LOWREY	12978	07/28/2014	VINEWOOD AD 98-1	BOND HOLDER PAYMENT FOR FUNDS RECVD FROM APN488-180-008	\$2,703.65
Remit to: PASADENA, CA					<u>FYTD:</u> \$2,703.65
DATA TICKET, INC.	12900	07/14/2014	53916	ADMIN CITATION PROCESSING-CODE-APR14	\$5,251.85



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DATA TICKET, INC.	12900	07/14/2014	53470-1	THIRD PARTY COLLECTIONS-CODE-MAY14	\$5,251.85
		07/14/2014	54088	ADMIN CITATION PROCESSING (RED)-MAY14	
		07/14/2014	54478	ADMIN CITATION PROCESSING-CODE-MAY14	
	12938	07/21/2014	54479	ADMIN CITATION PROCESSING-PD-MAY14	\$387.36
	12979	07/28/2014	54626	ADMIN CITATION PROCESSING-PD-JUN14	\$1,873.54
		07/28/2014	54476-TPC	THIRD PARTY COLLECTIONS-MAY14	
		07/28/2014	54477	ADMIN CITATION PROCESSING-B&S-MAY14	
		07/28/2014	54476	ADMIN CITATION PROCESSING-MAY14	

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Remit to: NEWPORT BEACH, CA FYTD: \$7,512.75

DAVIS, TANICE	222015	07/21/2014	1160565	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
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Remit to: MORENO VALLEY, CA FYTD: \$200.00

DE LA TORRE, LUZ	222120	07/28/2014	1154756	REFUND DUE TO SCHEDULE CONFLICT	\$157.00
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Remit to: MORENO VALLEY, CA FYTD: \$157.00

DELTA DENTAL OF CALIFORNIA	12880	07/07/2014	BE000850455	EMPLOYEE DENTAL INSURANCE-PPO	\$10,536.88
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Remit to: SAN FRANCISCO, CA FYTD: \$10,536.88

DELTACARE USA	221866	07/07/2014	BE000851494	EMPLOYEE DENTAL INSURANCE-HMO	\$5,131.49
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Remit to: DALLAS, TX FYTD: \$5,131.49

DENNIS GRUBB & ASSOCIATES, LLC	12840	07/07/2014	1256	PLAN REVIEW SVCS-FIRE PREV 6/1-6/15/14	\$4,840.00
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	12939	07/21/2014	1259	PLAN REVIEW SVCS-FIRE PREV 6/16-6/30/14	\$7,060.00
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Remit to: MIRA LOMA, CA FYTD: \$11,900.00

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DENYES, STEVEN M	221867	07/07/2014	301	CONCERT PERFORMANCE-7/10/14	\$400.00
Remit to: DEL MAR, CA					<u>FYTD:</u> \$400.00
DEPARTMENT OF CONSERVATION	221896	07/14/2014	2ND QTR 2014	SMI FEES REPORT FOR 4/1/14-6/30/14	\$1,376.22
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,376.22
DEPARTMENT OF ENVIRONMENTAL HEALTH	221897	07/14/2014	IN0203534	HEALTH PERMIT FOR COMMUNITY PARK SNACK BAR	\$208.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$208.00
DIVISION OF THE STATE ARCHITECT	221898	07/14/2014	2ND QTR 2014	STATE PORTION-DISABILITY ACCESS & EDUC. FEES	\$211.80
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$211.80
DLS LANDSCAPE, INC	12841	07/07/2014	14547	LANDSCAPE MAINT.-ZONE A-JUN14	\$12,390.00
		07/07/2014	14548	LANDSCAPE MAINT.-CFD#1-JUN14	
Remit to: REDLANDS, CA					<u>FYTD:</u> \$12,390.00
DMC DESIGN GROUP, INC	12842	07/07/2014	2014-017	CONSULTANT - STORM DRAIN & STREET IMPROVEMENT	\$13,124.76
Remit to: TERREBONNE, OR					<u>FYTD:</u> \$13,124.76
E.R. BLOCK PLUMBING & HEATING, INC.	12843	07/07/2014	115394	BACKFLOW DEVICE TESTS-NPDES	\$40.00
	12901	07/14/2014	115323	EMERGENCY REPLACEMENT OF BACK FLOW AT COTTONWOOD GOLF COURSE	\$4,160.00
		07/14/2014	114872	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS	
		07/14/2014	115393	BACKFLOW DEVICE TEST-FS#65	
	12940	07/21/2014	115381	BACKFLOW DEVICE TESTS	\$40.00



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Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,240.00
EASTERN MUNICIPAL WATER DISTRICT	221899	07/14/2014	MAY-14 7/14/14	WATER CHARGES	\$231.16
Remit to: PERRIS, CA					<u>FYTD:</u> \$275,116.10
EDGELANE MOBILE HOME PARK	12844	07/07/2014	MAY-JUNE 2014	UUT REIMBURSEMENT MAY-JUNE 2014	\$3.52
		07/07/2014	JUNE 2014	UUT REIMBURSEMENT JUNE 2014	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$3.52
EMERGENT BATTERY TECHNOLOGIES, INC.	12902	07/14/2014	23795	BATTERY BACKUP SYSTEMS	\$4,968.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$4,968.00
EPHRAIM, CHRISTOPHER	222016	07/21/2014	1153963	REFUND ON RENTAL DEPOSIT CONTRACT 26103	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
ESGIL CORPORATION	12845	07/07/2014	05143862	PLAN CHECK SVCS-MAY14	\$5,914.60
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$5,914.60
ESPINO-SALCEDO, GRACE	222003	07/21/2014	4/29-6/17/14	TUITION FEE REIMBURSEMENT	\$1,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
ESTEVEVE , AMADOR	222004	07/21/2014	202	CONCERT SERIES/LATIN SOCIETY @ THE CRC PARK-7/31/14	\$1,000.00
Remit to: FONTANA, CA					<u>FYTD:</u> \$1,000.00
EVANS ENGRAVING & AWARDS	12846	07/07/2014	50814-30	MAGNETIC NAME BADGE / CITY LOGO	\$12.96
	12942	07/21/2014	63014-27	NAME PLATES AND HOLDERS	\$476.28

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EVANS ENGRAVING & AWARDS	12942	07/21/2014	61914-87	NAMEPLATE FOR COUNCIL MEMBER G. PRICE	\$476.28
		07/21/2014	61714-45	PLAQUE FOR EMPLOYEE OF THE QUARTER-GUY PEGAN	
		07/21/2014	62614-26	NAMEPLATES AND HOLDERS-EMERGING LEADERS COUNCIL	
Remit to: MORENO VALLEY, CA					FYTD: \$489.24
EXCEL LANDSCAPE, INC	12847	07/07/2014	80921	LANDSCAPE MAINT-ZONE E7-JUN14	\$9,017.17
		07/07/2014	80925	LANDSCAPE MAINT-WQB/NPDES-JUN14	
	12980	07/28/2014	81062	IRRIGATION REPAIRS-WQB/NPDES	\$461.99
		07/28/2014	81087	IRRIGATION REPAIRS-ZONE E7	
		07/28/2014	81075	IRRIGATION REPAIRS-WQB/NPDES	
		07/28/2014	81063	IRRIGATION REPAIRS-ZONE E7	
		07/28/2014	81074	IRRIGATION REPAIRS-ZONE E7	
		07/28/2014	81064	IRRIGATION REPAIRS-WQB/NPDES	
Remit to: CORONA, CA					FYTD: \$9,479.16
FAIR HOUSING COUNCIL OF RIV CO, INC.	12848	07/07/2014	APR 2014 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM-CDBG	\$10,982.75
		07/07/2014	MAY 2014 (LM)	FORECLOSURE PREV/LOSS MITIGATION PROG-CDBG	
		07/07/2014	MAR 2014 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM-CDBG	
		07/07/2014	MAY 2014 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM-CDBG	
		07/07/2014	MAY 2014 (LT)	LANDLORD/TENANT MEDIATION PROGRAM-CDBG	
Remit to: RIVERSIDE, CA					FYTD: \$10,982.75
FAIVA, SIOSAIA	222017	07/21/2014	1160568	REFUND ON PICNIC SHELTER LESS 20 PERCENT	\$64.00
Remit to: MORENO VALLEY, CA					FYTD: \$64.00



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FALCON ENGINEERING SERVICES, INC.	12943	07/21/2014	2012-19	CONSULTING - SR-60 MORENO BEACH PHASE 1	\$13,036.15
Remit to: CORONA, CA					FYTD: \$74,644.81
FARSON, SHAW	222121	07/28/2014	R14-073939	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: RIVERSIDE, CA					FYTD: \$20.00
FAST SIGNS	221900	07/14/2014	70-34527	STICKERS FOR TRAIL SIGNS	\$27.00
	221973	07/21/2014	70-34451	MAGNETS FOR JULY 4, 2014 PARADE	\$988.74
		07/21/2014	70-34531	MAGNETIC NAME PLATE FOR CODE VEHICLE	
	222059	07/28/2014	70-34526	HOURS OF OPERATIONS SIGN/STICKER	\$360.72
Remit to: MORENO VALLEY, CA					FYTD: \$1,376.46
FIRST CHOICE SERVICES	12849	07/07/2014	546657	EMPLOYEE PAID COFFEE SVC-CH/CITY COUNCIL	\$649.58
		07/07/2014	546655	EMPLOYEE PAID COFFEE SVC-CH/PUBLIC WORKS	
		07/07/2014	546656	EMPLOYEE PAID COFFEE SVC-CH/COUNCIL CHAMBERS	
		07/07/2014	546653	EMPLOYEE PAID COFFEE SVC-CH/BREAKROOM	
		07/07/2014	545092	EMPLOYEE PAID COFFEE SVC-CITY YARD	
	12903	07/14/2014	546645	EMPLOYEE PAID COFFEE SVC-CITY YARD	\$150.40
		07/14/2014	546643	EMPLOYEE PAID COFFEE SVC-CRC	
	Remit to: ONTARIO, CA				
FITNESS 19 CA 155 11C	222060	07/28/2014	2015-00000027	8730 - GYM MEMBERSHIP*	\$143.00
Remit to: MORENO VALLEY, CA					FYTD: \$143.00
FITZPATRICK, REECE	221942	07/14/2014	R14-073956	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: PERRIS, CA					<u>FYTD:</u> \$75.00
FLEISCHMAN, CHAD	222122	07/28/2014	R14-074168	AS REFUND-RABIES & S/N DEPOSIT	\$95.00
Remit to: TWENTYNINE PALMS, CA					<u>FYTD:</u> \$95.00
FLINT, LORRAINE	222123	07/28/2014	R14-073599	AS REFUND-S/N DEPOSIT	\$75.00
Remit to: LA MESA, CA					<u>FYTD:</u> \$75.00
FLORES, CYNTHIA	222124	07/28/2014	1151955	REFUND DUE TO LACK OF REGISTRATION	\$120.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$120.00
FORM PRINT COMPANY FPC GRAPHICS	221974	07/21/2014	90439	CITY SEAL DECALS ON REFLECTIVE MATERIAL	\$243.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$243.00
FRANCHISE TAX BOARD	221901	07/14/2014	2015-00000003	1015 - GARNISHMENT - CREDITOR %*	\$929.35
	222061	07/28/2014	2015-00000028	1015 - GARNISHMENT - CREDITOR %*	\$639.45
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,568.80
FUSCOE ENGINEERING, INC	222062	07/28/2014	117107	CONSULTANT PLAN CHECK SVCS	\$1,141.50
Remit to: IRVINE, CA					<u>FYTD:</u> \$1,141.50
GALLS INC., INLAND UNIFORM	12850	07/07/2014	BC0072659	UNIFORMS FOR SET	\$132.82
Remit to: PASADENA, CA					<u>FYTD:</u> \$132.82
GAMEZ, SUSANA	222125	07/28/2014	1158744	REFUND CLASS CANCELLED	\$52.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$52.00



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GENERAL NUTRITION CENTER #6407	221943	07/14/2014	BL#27982-YR2014	REFUND OF OVERPAYMENT LICENSE FEE PAID TWICE	\$62.00
Remit to: PITTSBURGH, PA					FYTD: \$62.00
GENERAL SECURITY SERVICES, INC.	12851	07/07/2014	178008	SECURITY SVCS-LIBRARY SPECIALS 6/10/14	\$1,618.38
		07/07/2014	178026	SECURITY SVCS-CITY HALL 6/9-6/12/14	
		07/07/2014	178103	SECURITY SERVICES-ELECTRIC UTILITY 6/16 & 6/18-6/19/14	
		07/07/2014	178102	SECURITY SVCS-CITY HALL 6/16-6/19/14	
		07/07/2014	178104	SECURITY SVCS-LIBRARY 6/15 & 6/20-6/21/14	
		07/07/2014	178029	SECURITY SVCS-LIBRARY 6/8 & 6/13-6/14/14	
		07/07/2014	178144	SECURITY SVCS-CRC 6/23-6/26/14	
	12904	07/14/2014	178175	SECURITY SVCS-LIBRARY 6/22 & 6/27-6/28/14	\$628.95
		07/14/2014	178172	SECURITY SVCS-CITY HALL 6/23-6/27/14	
		07/14/2014	178307	SECURITY SVCS-LIBRARY 6/29/14	
Remit to: WILMINGTON, CA					FYTD: \$2,247.33
GONG ENTERPRISES, INC.	221902	07/14/2014	7027	CONSULTANT PLAN CHECK SVCS-	\$3,300.00
Remit to: HUNTINGTON BEACH, CA					FYTD: \$3,300.00
GONZALES, DEBBIE	222018	07/21/2014	1154271	REFUND FOR CREDIT LEFT IN ACCOUNT AFTER PAYMENT	\$13.00
	222126	07/28/2014	1155577	REFUND DUE TO SCHEDULE CONFLICT	\$47.00
emit to: MORENO VALLEY, CA					FYTD: \$13.00
GONZALEZ, BLANCA	222019	07/21/2014	1155358	REFUND FOR DEPOSIT AT TG FOR CONTRACT #25173	\$200.00
emit to: MORENO VALLEY, CA					FYTD: \$200.00

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GONZALEZ, ITZEL	221944	07/14/2014	R14-070185	AS REFUND-RABIES & S/N DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
GOZDECKI, DAN	12982	07/28/2014	JUL-2014 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	\$405.00
		07/28/2014	JUL-2014 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$405.00
GRANT, THOMASINA	221881	07/07/2014	R14-074681	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20.00
GRAVES & KING, LLP	221903	07/14/2014	1405-0009459	LEGAL SERVICES-RE: STEVEN BOE CASE	\$618.56
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$618.56
GREEN, MICHAEL	222020	07/21/2014	14080044	REFUND APPEAL GRANTED BY PD	\$32.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$32.00
GREENSTONE MATERIALS	221975	07/21/2014	19201	DISPOSAL OF ASPHALT & CONCRETE SPOILS	\$372.00
Remit to: SAN JUAN CAPISTRANO, CA					<u>FYTD:</u> \$372.00
GUIZAR, SEBASTIAN	222127	07/28/2014	1158263	REFUND ENTRY ERROR	\$52.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$52.00
GUTIERREZ, MARIA	222021	07/21/2014	P14-0271	REFUND-HOME OCCUPATION PERMIT	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
HARRIS & ASSOCIATES	12983	07/28/2014	25475	CONSULTANT PLAN CHECK SVCS	\$2,492.00



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Remit to: CONCORD, CA					<u>FYTD:</u> \$2,492.00
HAYES, MISTY M	222036	07/21/2014	CIT. REFUND	REFUND FOR MV2121023012 & MV2130205008	\$173.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$173.00
HENRY, JUDY	222037	07/21/2014	MV1140304024	REFUND-DISMISSED CITATION	\$41.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$41.00
HINTON, MICHELLE	222128	07/28/2014	R14-072217&218	AS REFUND-RABIES DEPOSIT	\$95.00
Remit to: SAN MARCOS, CA					<u>FYTD:</u> \$95.00
HOFFMAN, VICTORIA	222129	07/28/2014	R14-074118	AS REFUND-RABIES AND S/N REFUNDS	\$95.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$95.00
HOGAN, LYNN	222130	07/28/2014	1158729	REFUND DUE TO LACK OF REGISTRATION	\$42.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$42.00
HOGG, CECILLE MYERS	221945	07/14/2014	R14-074770	AS REFUND-RET ADOPT,LIC,RAB DEP,VACS	\$85.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$85.00
HUNSAKER & ASSOCIATES IRVINE, INC	221840	07/07/2014	14050404	PLAN CHECK REVIEW SVCS-PA05-0135 (5/1-5/28/14)	\$11,960.00
		07/07/2014	14050418	CONSULTANT - ALESSANDRO MEDIAN	
		07/07/2014	14050411	SURVEY - CYCLE 1 RESURFACING	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$11,960.00
IBARRA, JESSE	222131	07/28/2014	1162973	REFUND STUDENT DROPPED PROGRAM	\$72.00

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Remit to: MORENO VALLEY, CA					FYTD: \$72.00
ICMA RETIREMENT CORP	12885	07/11/2014	2015-00000010	8030 - DEF COMP 457 - ICMA	\$9,199.93
	12965	07/25/2014	2015-00000019	8030 - DEF COMP 457 - ICMA	
Remit to: BALTIMORE, MD					FYTD: \$18,399.86
IL SORRENTO MOBILE PARK	222063	07/28/2014	6/12/14-7/11/14	UUT REIMBURSEMENT FOR 6-12-14 TO 7-11-14	\$101.21
Remit to: MORENO VALLEY, CA					FYTD: \$101.21
ING USA ANNUITY & LIFE INSURANCE CO.	222064	07/28/2014	2015-00000029	8792 - ING - EMPLOYEE *	\$325.00
Remit to: DES MOINES, IA					FYTD: \$325.00
INLAND EMPIRE PROPERTY SERVICE, INC	12852	07/07/2014	2014-02	HAZARD ABATEMENT SVCS-JUN14	\$22,353.76
		07/07/2014	2014-03	HAZARD ABATEMENT SVCS-JUN14	
		07/07/2014	3187	WEED ABATEMENT SVCS-NASON PROPERTY	
		07/07/2014	3191	WEED ABATEMENT SVCS-VACANT LOT BEHIND CRC	
	12905	07/14/2014	3201	NUISANCE ABATEMENT SVCS-24802 ENCHANTED WAY	\$1,473.00
		07/14/2014	3193	NUISANCE ABATEMENT SVCS-22862 ADRIENNE AVE	
		07/14/2014	3194	NUISANCE ABATEMENT SVCS-24802 ENCHANTED WAY	
	12944	07/21/2014	2014-04	HAZARD ABATEMENT SVCS	\$8,388.00
		07/21/2014	3198	WEED ABATEMENT SVCS-MORRISON PARK	
		07/21/2014	3197	WEED ABATEMENT SVCS-APN 478-120-027	
		07/21/2014	3196	WEED ABATEMENT SVCS-APN 259-240-084	
		07/21/2014	3199	WEED ABATEMENT SVCS-EQUESTRIAN CTR	



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INLAND EMPIRE PROPERTY SERVICE, INC	12944	07/21/2014	3195	WEED ABATEMENT SVCS-MARBROUGH	\$8,388.00
		07/21/2014	3200	WEED ABATEMENT SVCS-EQUESTRIAN ARENA	
Remit to: MORENO VALLEY, CA					FYTD: \$32,214.76
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	12853	07/07/2014	404443	CARB TESTING AND CALIBRATION-FS#2	\$350.00
Remit to: BLOOMINGTON, CA					FYTD: \$350.00
INTERNAL REVENUE SERVICE CENTER	12891	07/11/2014	F140701	3RD QTR 2014 TAX DEPOSIT	\$2,000.00
Remit to: OGDEN, UT					FYTD: \$270,578.43
IRON MOUNTAIN, INC	221841	07/07/2014	0225477	OFF-SITE STORAGE OF CITY RECORDS-JUN14	\$1,540.74
	221976	07/21/2014	0228646	OFF-SITE STORAGE OF CITY RECORDS-JUL14	\$1,543.92
Remit to: PASADENA, CA					FYTD: \$3,084.66
J D H CONTRACTING	12854	07/07/2014	062514-01	SEAL EXPANSION JOINTS AT VISTA LOMAS PARK	\$1,749.00
	12906	07/14/2014	062814-01	INSTALL ADA COMPLIANT WALK & FOUNTAINS-EL PORTERO PRK	\$16,768.00
Remit to: RIVERSIDE, CA					FYTD: \$18,517.00
JACK HENRY & ASSOCIATES	221977	07/21/2014	1733945	PROFIT STARS MONTHLY SERVICE FEE	\$290.45
Remit to: MONETT, MO					FYTD: \$290.45
JAFFERY, MEHDI	222038	07/21/2014	MV4140328022	REFUND-DISMISSED CITATION	\$57.50
Remit to: MORENO VALLEY, CA					FYTD: \$57.50
JARRETT, STEPHEN M.	221868	07/07/2014	7/13-7/15/14	TRAVEL PER DIEM & MILEAGE-2014 ESRI INTL. USER CONFERENCE	\$281.23

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Remit to: YUCAIPA, CA					<u>FYTD:</u> \$281.23
JTB SUPPLY CO., INC.	221904	07/14/2014	97773	TRAFFIC SIGNAL MAINT. SUPPLIES	\$1,654.56
Remit to: ORANGE, CA					<u>FYTD:</u> \$1,654.56
KENNEDY COMMUNICATIONS	12984	07/28/2014	12	CONSULTANT SERVICES FOR EDGEMONT WATER PROJECT	\$1,000.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$1,000.00
KEPLER, JANELLE	12985	07/28/2014	JUL-2014	INSTRUCTOR SERVICES-CHEERLEADING 101 & HIP HOP JAZZ CLASSES	\$399.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$399.00
KIETA, KIONNE	221882	07/07/2014	002338	REFUND-LOST BOOK FEE	\$11.99
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$11.99
KRUEGER, KIMBERLEE	222005	07/21/2014	8/2-8/15/14	TRAVEL PER DIEM & MILEAGE-MICROSOFT SQL SERVER 2012 BOOT CAMP	\$749.94
Remit to: TEMECULA, CA					<u>FYTD:</u> \$749.94
LA BEAU, BRANDY	221946	07/14/2014	R14-075295	AS REFUND-OVERPMT ON LICENSE RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00
LANDFRIED, LANCE D.	221887	07/07/2014	CK#3645 6/3/11	REISSUE UNCLAIMED CK FOR UTILITY REFUND	\$55.39
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$55.39
LANDRY, SHIRLEY	221947	07/14/2014	R14-074337	AS REFUND-1 YR LICENSE	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00



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LASTER, RODNEY	222132	07/28/2014	1156665	REFUND DUE TO SCHEDULE CONFLICT	\$29.60
Remit to: MORENO VALLEY, CA					FYTD: \$29.60
LATHAM & WATKINS, LLP	221842	07/07/2014	140103144	LEGAL SERVICES - PROJ#PA09-0022	\$1,330.00
Remit to: LOS ANGELES, CA					FYTD: \$1,330.00
LATITUDE GEOGRAPHICS	221978	07/21/2014	201400744	M & O EMERGENCY MGT MOBILE APPS-MILESTONE 1	\$12,848.50
		07/21/2014	201400768	HOSTING ARCGIS SERVER	
Remit to: VICTORIA, BC					FYTD: \$12,848.50
LAWN TECH EQUIPMENT	12945	07/21/2014	513898	MAINT. & REPAIRS-TREE TRIMMING EQUIPMENT	\$1,136.08
		07/21/2014	512376	REPAIR PARTS & LABOR-TREE TRIMMING EQUIPT.	
		07/21/2014	513897	MAINT. & REPAIRS-TREE TRIMMING EQUIPMENT	
		07/21/2014	512377	REPAIR PARTS & LABOR-TREE TRIMMING EQUIPT.	
		07/21/2014	513896	MAINT. & REPAIRS-TREE TRIMMING EQUIPMENT	
		07/21/2014	511904	REPAIR PARTS & LABOR-TREE TRIMMING EQUIPT.	
Remit to: RIVERSIDE, CA					FYTD: \$1,136.08
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV 1	221843	07/07/2014	07142014	GENERAL MEETING REGISTRATION FOR 7 INDIVIDUALS	\$280.00
Remit to: MIRA LOMA, CA					FYTD: \$280.00
LEIGHTON CONSULTING, INC.	12856	07/07/2014	15772	CONSULTING - SR-60 NASON OVERCROSSING	\$2,466.24
Remit to: IRVINE, CA					FYTD: \$2,466.24
LEIVAS, INC. DBA. LEIVAS LIGHTING	12907	07/14/2014	236598	LANDSCAPE LIGHTING MAINT-MAY14	\$300.00

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LEIVAS, INC. DBA. LEIVAS LIGHTING	12907	07/14/2014	236665	LANDSCAPE LIGHTING MAINT-JUN14	\$300.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$300.00
LEMUS, PORFIRO	222133	07/28/2014	B1401545	REFUND-CANCELLED BLDG PERMIT APPLICATION	\$260.36
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$260.36
LEXISNEXIS PRACTICE MGMT.	12986	07/28/2014	1406080238	LEGAL RESEARCH TOOLS-CITY ATTY-JUN14	\$2,360.00
		07/28/2014	1405080459	LEGAL RESEARCH TOOLS-CITY ATTY-MAY14	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,360.00
LIEBERT, CASSIDY, WHITMORE	221905	07/14/2014	181759	LEGAL SERVICES-MO140-0001	\$6,571.66
		07/14/2014	181760	LEGAL SERVICES-MO140-00013	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$6,571.66
LIENHARD, DORI A.	222006	07/21/2014	8/3-8/8/14	TRAVEL PER DIEM & MILEAGE-ACCELA ENGAGE 2014 CONFERENCE	\$494.21
Remit to: RANCHO MIRAGE, CA					<u>FYTD:</u> \$494.21
LINARES, CRYSTIN	222134	07/28/2014	R14-074954	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$75.00
LINTON, ROBERT	221869	07/07/2014	7/15-7/16/14	TRAVEL PER DIEM-2014 ESRI USER CONFERENCE	\$211.78
Remit to: CORONA, CA					<u>FYTD:</u> \$211.78
LIPPERT CONSTRUCTION	221948	07/14/2014	BL#21244-YR2014	REFUND OF OVERPAYMENT FOR PRIOR CREDIT BALANCE	\$52.55
Remit to: LA QUINTA, CA					<u>FYTD:</u> \$52.55



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LONA, VERONICA	222135	07/28/2014	1139661	REFUND ON DEPOSIT FOR SR CTR RENTAL 25451	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
LOPEZ, ALMA	222136	07/28/2014	1159494	REFUND DUE TO LACK OF REGISTRATION	\$35.00
Remit to: MORENO VALLEY, CA					FYTD: \$35.00
LOZANO SMITH, LLP	222065	07/28/2014	21739	LEGAL SVCS-GENERAL LEGAL MATTERS	\$1,327.67
Remit to: FRESNO, CA					FYTD: \$1,327.67
LUNDY, MARCIA	222022	07/21/2014	1155337	REFUND DUE TO WEDDING AT TG CONTRACT #25271	\$225.00
Remit to: MORENO VALLEY, CA					FYTD: \$225.00
MAALONA, LANAE	222137	07/28/2014	R14-074162	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					FYTD: \$75.00
MANDELL MUNICIPAL COUNSELING	221906	07/14/2014	MAY 2014	LEGAL SERVICES RE: CFD/LLD/LMD FORMATION	\$875.00
	222066	07/28/2014	JUN 2014	LEGAL SERVICES RE: CFD/LLD/LMD FORMATION	\$650.00
Remit to: LOS ANGELES, CA					FYTD: \$1,525.00
MARCH JOINT POWERS AUTHORITY	221907	07/14/2014	0031586	GAS CHARGES-BLDG. 938-MAY14	\$5.21
		07/14/2014	0031582	GAS CHARGES-MFPCC BLDG. 823-MAY14	
	221979	07/21/2014	0031857	CONSULTANT - HEACOCK CHANNEL	\$22,622.40
Remit to: RIVERSIDE, CA					FYTD: \$22,627.61
MARINA LANDSCAPE, INC	12857	07/07/2014	8216051400	LANDSCAPE MAINT.-ZONES E-1 & E-1A-MAY 2014	\$5,733.34

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MARINA LANDSCAPE, INC	12946	07/21/2014	8216061400	LANDSCAPE MAINT.-ZONES E-1 & E-1A-JUN 2014	\$5,733.34
	12987	07/28/2014	8216101301	IRRIGATION REPAIRS-ZONE E-1	\$3,476.69
		07/28/2014	8216021401	IRRIGATION REPAIRS-ZONE E-1 FEB14	
		07/28/2014	8216021403	SPRAYING OF BROADLEAF IN BERMUDA & FESCUE - ZONE E-1	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$14,943.37
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	12988	07/28/2014	64770	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-JUN14	\$12,622.08
		07/28/2014	64772	LANDSCAPE MAINT.-UTILITY-JUN14	
		07/28/2014	64768	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-JUN14	
		07/28/2014	64771	LANDSCAPE MAINT.-SENIOR CENTER-JUN14	
		07/28/2014	64754	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-JUN14	
		07/28/2014	64762	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-JUN14	
		07/28/2014	64766	LANDSCAPE MAINT.-CITY YARD-JUN14	
		07/28/2014	64760	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-JUN14	
		07/28/2014	64758	LANDSCAPE MAINT.-VANDENBURG TO FAY/AQUODCT BIKEWAY- JUN14	
		07/28/2014	64763	LANDSCAPE MAINT.-SCE & OLD LAKE DRIVE-JUN14	
		07/28/2014	64759	LANDSCAPE MAINT.-NORTH AQUEDUCT-JUN14	
		07/28/2014	64765	LANDSCAPE MAINT.-ASES ADMIN BLDG.-JUN14	
		07/28/2014	64769	LANDSCAPE MAINT.-LIBRARY-JUN14	
		07/28/2014	64761	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-JUN14	
		07/28/2014	64757	LANDSCAPE MAINT.-DELPHINIUM/PERHAM TO JFK/AQUODCT BIKEWAY-JUN14	
		07/28/2014	64755	LANDSCAPE MAINT.-TOWNGATE AQUODCT BIKEWAY-JUN14	
		07/28/2014	64767	LANDSCAPE MAINT.-CRC-JUN14	



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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	12988	07/28/2014	64756	LANDSCAPE MAINT.-BAY AVE. TO GRAHAM/AQUUCT BIKEWAY-JUN14	\$12,622.08
		07/28/2014	64773	LANDSCAPE MAINT.-PATRIOT PARK-JUN14	
		07/28/2014	64764	LANDSCAPE MAINT.-ANIMAL SHELTER-JUN14	
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$78,677.45
MARTINEZ, FRANK	221980	07/21/2014	SPRING 2014	TUITION REIMBURSEMENT FY 2013-14	\$316.45
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$316.45
MATHEWS, LATOYA	221949	07/14/2014	R14-074988	AS REFUND-OVERPMT ON LICENSE	\$12.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12.00
MAYANS DEVELOPMENT INC	221844	07/07/2014	1174	DEVELOPER FEES (NSP3) FOR PROPERTY AT 26066 ROJO TIERRA	\$16,000.00
	221981	07/21/2014	1173	DEVELOPER FEES (NSP3) FOR PROPERTY AT 25604 SAN LUPE AVE.	
Remit to: YORBA LINDA, CA					<u>FYTD:</u> \$32,000.00
MCCAIN TRAFFIC SUPPLY	221845	07/07/2014	INV0176238	SUPPLIER - TRAFFIC SIGNAL COORDINATION	\$20,731.70
	222067	07/28/2014	INV0176836	TRAFFIC SIGNAL SUPPLIES-AIR FILTERS	\$1,296.00
Remit to: VISTA, CA					<u>FYTD:</u> \$97,828.57
MEDINA, CLARA	222138	07/28/2014	R14-074966&965	AS REFUND-RABIES & S/N DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
MEDRANO, DORA	222025	07/21/2014	1155381	REFUND FOR DEPOSIT ON TG CONTACT 25410	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
MEEKS, DANIEL	12989	07/28/2014	071314	SPORTS OFFICIATING SERVICES-SOFTBALL	\$399.00

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MEEKS, DANIEL	12989	07/28/2014	060114	SPORTS OFFICIATING SERVICES-SOFTBALL	\$399.00
		07/28/2014	062614	SPORTS OFFICIATING SERVICES-SOFTBALL	
		07/28/2014	061914	SPORTS OFFICIATING SERVICES-SOFTBALL	
		07/28/2014	062914	SPORTS OFFICIATING SERVICES-SOFTBALL	
		07/28/2014	060814	SPORTS OFFICIATING SERVICES-SOFTBALL	
		07/28/2014	052914	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					<u>FYTD:</u> \$399.00
MENDENHALL, DALE W.	221870	07/07/2014	7/15-7/17/14	TRAVEL PER DIEM & MILEAGE-2014 ESRI INTL. USER CONFERENCE	\$278.97
Remit to: HEMET, CA					<u>FYTD:</u> \$278.97
MENDEZ, GABRIELLE	222139	07/28/2014	1156244	REFUND FOR RENTAL DEPOSIT FOR 26037	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
MENDEZ, JUAN	221883	07/07/2014	R14-073932	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$75.00
MERCHANTS LANDSCAPE SERVICES INC	12859	07/07/2014	42842	LANDSCAPE MAINT.-ZONES E8,E12,E14 & E15-MAY14	\$20,857.25
		07/07/2014	42834	REMOVAL OF TWO BROKEN TREES WITH STUMPS-KRAMERIA & LASSELLE	
		07/07/2014	42835	IRRIGATION REPAIRS FOR MAY 2014-ZONE E-3	
		07/07/2014	42843	LANDSCAPE MAINT.-ZONES E-3 & E-3A-MAY14	
	12990	07/28/2014	43140	TRENCH TO MAIN LINE REPAIR - ZONE E-3	\$660.00
		07/28/2014	43102	INSTALLATION OF TWO TREES IN ZONE E-3	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$59,327.64



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MEYERS, NAVE, RIBACK, SILVER & WILSON	221909	07/14/2014	2014040388	LEGAL SERVICES	\$12,551.05
		07/14/2014	2014050682	LEGAL SERVICES-MJPA-MAY14	
		07/14/2014	2014050681	LEGAL SERVICES-MAY14	
		07/14/2014	2014050683	LEGAL SERVICES-MJPA APPEAL-MAY14	
		07/14/2014	2014040387	LEGAL SERVICES	
	221982	07/21/2014	2014060227	LEGAL SERVICES	\$684.59
		07/21/2014	2014050684	LEGAL SERVICES	
	222068	07/28/2014	2014060225	LEGAL SERVICES-JUN14	\$5,650.00
		07/28/2014	2014060226	LEGAL SERVICES-MJPA APPEAL-JUN14	
	Remit to: OAKLAND, CA				
MILLER, ASIA	222140	07/28/2014	1153715	REFUND FOR SCHEDULE CONFLICT	\$56.00
Remit to: MORENO VALLEY, CA					FYTD: \$56.00
MONDRAGON, NOEL	222007	07/21/2014	7/15/14	MILEAGE & PARKING REIMBURSEMENT FOR 2014 ESRI USER CONFERENCE	\$116.25
Remit to: LOMA LINDA, CA					FYTD: \$116.25
MONTGOMERY PLUMBING INC	221846	07/07/2014	061214	REPLACE BROKEN SHOWER DRAIN AT FS #6-JACK HAMMER OUT/DIG UP LINE	\$3,062.50
		07/21/2014	062314	FURNISH & INSTALLATION OF NEW URINAL AT MARCH FIELD PARK C.C.	
	221983	07/21/2014	062714	FS #2-EMERG. SVC TO REPLACE 1' OF LEAKING COPPER LINE IN CEILING	\$997.50
		07/21/2014	053014	CLEAR GARBAGE DISPOSAL IN CITY HALL BREAKROOM	
Remit to: MORENO VALLEY, CA					FYTD: \$4,060.00

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MORENO VALLEY CHAMBER OF COMMERCE	221847	07/07/2014	4192	WAKE-UP MEETING ATTENDANCE-5/28/14	\$30.00
	221910	07/14/2014	4239	WAKE-UP MEETING ATTENDANCE-06/25/14	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$180.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	12887	07/11/2014	2015-00000012	8710 - MVCEA EMPLOYEE DUES*	\$1,293.50
	12967	07/25/2014	2015-00000021	8710 - MVCEA EMPLOYEE DUES	\$1,279.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,572.50
MORENO VALLEY MANAGEMENT ASSOCIATION	222069	07/28/2014	2015-00000030	8705 - MVMA EMPLOYEE DUES	\$690.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$690.00
MORNING OPTIMIST CLUB OF MORENO VALLEY	221984	07/21/2014	062514 INV	JULY 4TH WINE & BEER GARDEN VOLUNTEERS	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
MTGL, INC	12949	07/21/2014	0049368	CACTUS AVE WIDENING PROJECT SERVICES	\$2,429.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$2,429.00
MUJICA, WLADIMIR	222039	07/21/2014	MV1120423044	REFUND-CITATION OVERPAYMENT	\$115.00
Remit to: HEMET, CA					<u>FYTD:</u> \$115.00
MUNOZ, ARIEL	222008	07/21/2014	4/2/14-6/9/14	MILEAGE REIMBURSEMENT	\$77.28
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.28
MYERS, ROSALINDA	222040	07/21/2014	MVP66724	REFUND-DISMISSED CITATION	\$407.50



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Remit to: BANNING, CA					FYTD: \$407.50
N P G CORPORATION	12950	07/21/2014	1112690	SEAL COAT AND STRIPE PARKING LOT AT TOWNGATE PARK COMMUNITY CTR.	\$8,645.00
		07/21/2014	1112689	CONSTRUCTION OF ADA COMPLIANT PARKING STALLS AT TOWNGATE PARK	
Remit to: PERRIS, CA					FYTD: \$8,645.00
N.E.A.D., INC	221848	07/07/2014	730	DEVELOPMENT OF MY CITY IPHONE APP - 50% DEPOSIT	\$2,250.00
Remit to: HUNTINGTON BEACH, CA					FYTD: \$2,250.00
NAMEKATA, DOUGLAS	221849	07/07/2014	JUN-2014	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$275.20
Remit to: RIVERSIDE, CA					FYTD: \$275.20
NATIONWIDE RETIREMENT SOLUTIONS CP	12888	07/11/2014	2015-00000013	8020 - DEF COMP PST - NATIONWIDE	\$2,444.22
	12970	07/25/2014	2015-00000024	8020 - DEF COMP PST - NATIONWIDE	\$2,897.78
Remit to: COLUMBUS, OH					FYTD: \$58,193.38
NATURE'S IMAGE, INC.	221985	07/21/2014	14-02-458	DETENTION BASIN 1-YR. MAINTENANCE - 50% BILLING	\$11,944.00
Remit to: LAKE FOREST, CA					FYTD: \$11,944.00
NBS GOVERNMENT FINANCE GROUP	12860	07/07/2014	51400084	2015 COMPREHENSIVE FEE STUDY SERVICES	\$4,720.00
		07/07/2014	4140055	2015 COMPREHENSIVE FEE STUDY SERVICES	
	12908	07/14/2014	51400085	INDIRECT COST RATE PROPOSAL CONSULTING SERVICES	\$1,520.00
	12991	07/28/2014	61400337	INDIRECT COST RATE PROPOSAL CONSULTING SERVICES	\$8,600.00
		07/28/2014	61400336	2015 COMPREHENSIVE FEE STUDY SERVICES	

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NBS GOVERNMENT FINANCE GROUP	12991	07/28/2014	61400335	COST ALLOCATION PLAN CONSULTING SERVICES	\$8,600.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$14,840.00
NEGRETE, RENEE	222141	07/28/2014	R13-067438&472	AS REFUND-RAB & S/N DEPOSITS	\$95.00
Remit to: HEMET, CA					<u>FYTD:</u> \$95.00
NEW HORIZON MOBILE HOME PARK	12861	07/07/2014	MAY-JUNE 2014	UUT REFUND MAY-JUNE 2014	\$8.75
		07/07/2014	JUNE 2014	UUT REIMBURSEMENT FOR JUNE 2014	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$8.75
NGUYEN, LOI	222041	07/21/2014	MVP67663	REFUND-CITATION OVERPAYMENT	\$41.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$41.00
NGUYEN, QUANG	12909	07/14/2014	MAY-JUN 2014	MILEAGE REIMBURSEMENT	\$160.16
Remit to: BUENA PARK, CA					<u>FYTD:</u> \$160.16
NINYO & MOORE GEOTECHNICAL	12862	07/07/2014	180932	CONSULTING - SR-60 MORENO BEACH PHASE 1	\$1,284.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$1,284.00
NOBLE AMERICAS ENERGY SOLUTIONS	12992	07/28/2014	612984	WHOLESALE POWER JUN 2014-RESOURCE ADEQUACY	\$22,850.01
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$361,618.77
NOLLAR, JANICE	221871	07/07/2014	7/15-7/17/14	TRAVEL PER DIEM & MILEAGE-2014 ESRI INTL. USER CONFERENCE	\$280.65
Remit to: REDLANDS, CA					<u>FYTD:</u> \$280.65



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NORMAN A. TRAUB ASSOCIATES	12951	07/21/2014	14054	INVESTIGATION SERVICES	\$6,804.12
		07/21/2014	14042	INVESTIGATION SERVICES	
Remit to: YORBA LINDA, CA					FYTD: \$6,804.12
NOSSAMAN, LLP.	221912	07/14/2014	427521	LEGAL DEFENSE SERVICES	\$15,723.31
Remit to: LOS ANGELES, CA					FYTD: \$15,723.31
OPERATION SAFEHOUSE, INC.	12910	07/14/2014	MAY 2014	REIMBURSEMENT FOR CDBG PROGRAM SERVICES	\$660.75
Remit to: RIVERSIDE, CA					FYTD: \$660.75
OROZCO, BRENDA	221884	07/07/2014	002346	REFUND-LOST BOOK FEE	\$12.99
Remit to: MORENO VALLEY, CA					FYTD: \$12.99
OROZCO, ESTHELA	222042	07/21/2014	MVP66951	REFUND-CITATION OVERPAYMENT	\$40.50
Remit to: MORENO VALLEY, CA					FYTD: \$40.50
OROZCO, ROSA	222142	07/28/2014	1156304	REFUND FOR SHELTER RESERVATION CANCELLATION	\$29.60
Remit to: MORENO VALLEY, CA					FYTD: \$29.60
ORROCK, POPKA, FORTINO & BRISLIN	12911	07/14/2014	90-039 STMT 11	LEGAL DEFENSE COSTS-M. MOSLEY V. CITY CASE	\$5,731.64
		07/14/2014	90-037 STMT 13	LEGAL DEFENSE COSTS-O. RODRIGUEZ V. CITY CASE	
		07/14/2014	90-041 STMT 6	LEGAL DEFENSE COSTS-M. DAVIS V. CITY CASE	
	12993	07/28/2014	90-037 STMT 15	LEGAL DEFENSE COSTS-O. RODRIGUEZ V. CITY CASE	\$9,384.00
		07/28/2014	90-041 STMT 7	LEGAL DEFENSE COSTS-M. DAVIS V. CITY CASE	
		07/28/2014	90-040M STMT 8	LEGAL DEFENSE COSTS-WALDEN ENVIRONMENT V. CITY CASE	
		07/28/2014	90-038M STMT 9	LEGAL DEFENSE COSTS-N. THOMPSON V. CITY CASE	

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Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$15,115.64
ORTEGA, ALEJANDRA	222143	07/28/2014	R14-074879	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
OVERLAND PACIFIC & CUTLER, INC.	12912	07/14/2014	1405089	APPRAISAL SERVICES FOR LOT AT NWC OF KITCHING ST. & EDWIN RD.	\$3,500.00
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$3,500.00
PACIFIC SAFETY CENTER	12994	07/28/2014	69657	HAZWOPER 8 HOUR TRAINING CLASS-6/17/14	\$1,695.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$1,695.00
PACIFIC TELEMAGEMENT SERVICES	12995	07/28/2014	651093	PAYPHONE SERVICES	\$313.20
		07/28/2014	651093a	STATION PAYPHONE SERVICES	
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$313.20
PAINTING BY ZEB BODE	12996	07/28/2014	071414	PAINTING & RELATED WORK FOR SEVERAL AREAS AT CITY HALL	\$3,465.00
Remit to: NORCO, CA					<u>FYTD:</u> \$3,465.00
PARADIGM ENERGY CONSULTING	12953	07/21/2014	MVU-06-2014	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN	\$1,850.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,850.00
PARSONS TRANSPORTATION GROUP, INC.	12914	07/14/2014	1406A659	CONSULTING - SR-60 NASON OVERCROSSING	\$4,861.26
	12997	07/28/2014	1407A776	CONSULTANT - SR-60 NASON OC	\$6,527.29
		07/28/2014	1407A774	CONSULTANT - SR-60 MORENO BEACH PH. 2	



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Remit to: IRVINE, CA					FYTD: \$42,432.46
PARTNERS IN DIVERSITY, INC.	221850	07/07/2014	018759	TEMP SERVICES - CAPITAL PROJECTS	\$2,695.49
		07/07/2014	018710	TEMP SERVICES - CAPITAL PROJECTS	
		07/07/2014	018648	TEMP SERVICES - CAPITAL PROJECTS	
		07/07/2014	018598	TEMP SERVICES - CAPITAL PROJECTS	
		07/07/2014	018811	TEMP SERVICES - CAPITAL PROJECTS	
	221913	07/14/2014	018978	TEMP SERVICES - CAPITAL PROJECTS	\$1,363.44
		07/14/2014	018861	TEMP SERVICES - CAPITAL PROJECTS	
	221987	07/21/2014	019005	TEMP SERVICES - CP INFRASTRUCTURE	\$681.72
Remit to: Ft. Worth, TX					FYTD: \$4,740.65
PEDLEY SQUARE VETERINARY CLINIC	12915	07/14/2014	MAY-2014	VETERINARY SERVICES FOR MV ANIMAL SHELTER	\$7,569.00
Remit to: RIVERSIDE, CA					FYTD: \$7,569.00
PERMA	12954	07/21/2014	2012-13 PP AUDIT	FY 2012-13 PROPERTY PROGRAM INSURANCE PREMIUM - AUDIT INVOICE	\$111.51
Remit to: PALM DESERT, CA					FYTD: \$443,498.51
PERS LONG TERM CARE PROGRAM	221914	07/14/2014	2015-00000004	4720 - PERS LONG TERM CARE	\$458.63
	222070	07/28/2014	2015-00000031	4720 - PERS LONG TERM CARE	
Remit to: PASADENA, CA					FYTD: \$917.26
PERS RETIREMENT	12892	07/03/2014	P140606b	PERS RETIREMENT - PEPRA	\$11,744.63
	12893	07/03/2014	P140620b	PERS RETIREMENT - PEPRA	\$12,887.18

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Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$485,578.38
PETE, PAMELA	222026	07/21/2014	1155384	REFUND FOR DEPOSIT FOR RENTAL TG CONTACT #25751	\$200.00
Remit to: mARCH AIR FORCE BASE, CA					<u>FYTD:</u> \$200.00
PETERS, WHITNEY	222144	07/28/2014	R14-072219	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$75.00
PETTY CASH - FINANCE	221939	07/14/2014	06/30/14	PETTY CASH FUND REPLENISHMENT	\$2,403.23
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,403.23
PHILLIPS, MELINDA	222145	07/28/2014	R14-074152&151	AS REFUND-S/N DEPOSITS ON 2 DOGS	\$150.00
Remit to: MURRIETA, CA					<u>FYTD:</u> \$150.00
PINELA, MARIA	222146	07/28/2014	1156830	REFUND FOR MEDICAL REASONS	\$37.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$37.00
PIONEER CREDIT RECOVERY, INC	221915	07/14/2014	2015-00000005	1015 - GARNISHMENT - CREDITOR %	\$215.88
	222071	07/28/2014	2015-00000032	1015 - GARNISHMENT - CREDITOR %	\$223.33
Remit to: ARCADE, NY					<u>FYTD:</u> \$439.21
PIP PRINTING	12955	07/21/2014	54874	PRINTING - ADOPTED CP	\$1,425.56
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,425.56
PLACEWORKS, INC	221851	07/07/2014	53990	PEER REVIEW OF THE EIR FOR FIRST NANDINA LOGISTICS PROJECT	\$3,916.80
	221988	07/21/2014	54190	PEER REVIEW OF THE EIR FOR FIRST NANDINA LOGISTICS PROJECT	\$193.80



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Remit to: SANTA ANA, CA					<u>FYTD:</u> \$4,110.60
PORSCHE PRODUCTIONS, INC	221959	07/16/2014	201	CONCERT SERIES GHOST IN THE MACHINE @ CRC PARK-7/17/14	\$1,000.00
Remit to: CHATSWORTH, CA					<u>FYTD:</u> \$1,000.00
PREPAREDIRECT	221916	07/14/2014	14921	EMERGENCY WATERBRICK CONTAINERS	\$3,398.91
Remit to: NEVADA CITY, CA					<u>FYTD:</u> \$3,398.91
PROFESSIONAL COMMUNICATIONS NETWORK PCN	221852	07/07/2014	140600426	LIVE ANSWERING SERVICE FOR TOW PROGRAM	\$471.95
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$471.95
PRUD'HOMME, OLIVIER	222009	07/21/2014	103a	CONCERT PERFORMANCE AT CRC PARK-7/24/14	\$1,200.00
Remit to: STUDIO CITY, CA					<u>FYTD:</u> \$1,200.00
PSOMAS	222072	07/28/2014	97346	SURVEY - SR-60 NASON OVERCROSSING	\$19,229.89
		07/28/2014	97814	CONSULTING - ALESSANDRO & ELSWORTH	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$19,229.89
PYRO SPECTACULARS, INC.	221853	07/07/2014	51536	FULL PAYMENT-FIREWORKS DISPLAY DURING 7/4/14 FUNFEST	\$15,666.00
Remit to: RIALTO, CA					<u>FYTD:</u> \$15,666.00
RAMIREZ, ADRIAN	221885	07/07/2014	1157096	TOWNGATE RENTAL DEPOSIT REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
RANDALL, BARBARA	222147	07/28/2014	1158639	REFUND DUE TO MOVE	\$208.00

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Remit to: MORENO VALLEY, CA					FYTD: \$208.00
RBF CONSULTING, INC.	12865	07/07/2014	879168	CONSULTING - ALESSANDRO MEDIAN/INDIAN TO PERRIS	\$16,259.67
Remit to: IRVINE, CA					FYTD: \$16,259.67
REGALADO, BLANCA E	221838	07/07/2014	JUN-2014	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$276.00
		07/07/2014	MAY-2014	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	
Remit to: MORENO VALLEY, CA					FYTD: \$276.00
REGENTS OF U.C.	222073	07/28/2014	REGIST-J. BISHOP	REGISTR. FEE FOR VIOLENT CRIME BEHAVIORAL ANALYSIS SEMINAR	\$165.00
		07/28/2014	REGISTR-B. RENO	REGISTR. FEE FOR VIOLENT CRIME BEHAVIORAL ANALYSIS SEMINAR	
		07/28/2014	REG-R. ALBARRAN	REGISTR. FEE FOR VIOLENT CRIME BEHAVIORAL ANALYSIS SEMINAR	
Remit to: LOS ANGELES, CA					FYTD: \$165.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	12866	07/07/2014	S337338	LINENS FOR SPECIAL EVENTS AT CRC	\$122.93
		07/07/2014	11299871	LINENS RENTAL FOR CRC BANQUET ROOM	
		07/07/2014	S339225	LINENS FOR SPECIAL EVENTS AT CRC	
	12916	07/14/2014	S349506	LINENS FOR SPECIAL EVENTS AT CRC	\$80.23
		07/14/2014	11316736	LINENS RENTAL FOR CRC BANQUET ROOM	
		07/14/2014	11305992	LINENS RENTAL FOR CRC BANQUET ROOM	
	12999	07/28/2014	11322079	LINENS RENTAL FOR CRC BANQUET ROOM	\$25.01



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Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$228.17
RIGHTWAY SITE SERVICES, INC.	222074	07/28/2014	50019	PORTABLE RESTROOMS/SVC-EQUESTRIAN CENTER	\$723.08
		07/28/2014	50020	PORTABLE RESTROOMS/SVC-MARCH MIDDLE SCHOOL	
		07/28/2014	50159	PORTABLE TOILETS ON WHEELS/SERVICE FOR M&O DIV.	
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$723.08
RIVERSIDE AREA RAPE CRISIS CENTER	222075	07/28/2014	OCTOBER 2013	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	\$4,059.64
		07/28/2014	DECEMBER 2013	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
		07/28/2014	SEPTEMBER 2013	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
		07/28/2014	JULY 2013	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
		07/28/2014	NOVEMBER 2013	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
		07/28/2014	AUGUST 2013	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,059.64
RIVERSIDE COUNTY HABITAT CONSERVATION	221872	07/07/2014	2ND QTR 2014	STEPHEN'S KANGAROO RAT MITIGATION FEES-2ND QTR ENDING 6/30/14	\$1,305.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,305.00
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	221917	07/14/2014	2015-00000006	1015 - GARNISHMENT - CREDITOR %	\$557.00
	222076	07/28/2014	2015-00000033	1015 - GARNISHMENT - CREDITOR %	\$584.60
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,141.60
RJN INVESTIGATIONS, INC	222077	07/28/2014	030263	INVESTIGATION SERVICES	\$2,728.15
		07/28/2014	030901	INVESTIGATION SERVICES	

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RJN INVESTIGATIONS, INC	222077	07/28/2014	030285	INVESTIGATION SERVICES	\$2,728.15
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,728.15
ROBINSON, JACK	221854	07/07/2014	MAY/JUN-2014	INSTUCTOR SERVICES-TENNIS/BEGINNING JUNIOR COURSE	\$415.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$415.80
ROSENCRANS , ANN	222148	07/28/2014	R14-073611	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: CULVER CITY, CA					<u>FYTD:</u> \$20.00
SA ASSOCIATES	12956	07/21/2014	CCS-01	CONSTRUCTION SUPPORT SERVICES FOR SOUTH INDUSTRIAL SUBSTATION	\$4,400.00
Remit to: ARCADIA, CA					<u>FYTD:</u> \$4,400.00
SALGADO , ANTHONY	221950	07/14/2014	R14-073845	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
SAMBITO, MARK W.	221989	07/21/2014	SUMMER 2014	TUITION REIMBURSEMENT FY 2014-15	\$1,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
SANCHEZ, ELSA	222149	07/28/2014	1156878	REFUND ON SHELTER RESERVATION CONACELLATION	\$125.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$125.00
SCHIEFELBEIN, LORI C.	221990	07/21/2014	JUN 2014	CONSULTANT SERVICES-ROTATIONAL TOW PROGRAM	\$1,155.00
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$1,155.00
SCOTT FAZEKAS & ASSOCIATES, INC	221918	07/14/2014	17559	PLAN CHECK SERVICES FOR BLDG. & SAFETY DEPT.	\$9,402.34



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Remit to: IRVINE, CA					FYTD: \$9,402.34
SCREENVISION	222078	07/28/2014	LOC_038522	CINEMA ADVERTISING FOR ANIMAL SERVICES	\$1,080.00
Remit to: ROCHESTER, NY					FYTD: \$1,080.00
SECTRAN SECURITY, INC	221855	07/07/2014	14060702 - CH	ARMORED TRANSPORT SERVICES-CITY HALL	\$501.75
		07/07/2014	14060702 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY	
		07/07/2014	14060702 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS.	
Remit to: LOS ANGELES, CA					FYTD: \$501.75
SHELL OIL CO.	221991	07/21/2014	065124489407	FUEL PURCHASES-PD MOTORCYCLES	\$1,556.63
Remit to: COLUMBUS, OH					FYTD: \$1,556.63
SIGNS BY TOMORROW	221919	07/14/2014	14121	PLANNING COMMISSION & CITY COUNCIL SITE POSTINGS	\$444.60
		07/14/2014	14123	PLANNING COMMISSION & CITY COUNCIL SITE POSTINGS	
Remit to: MURRIETA, CA					FYTD: \$444.60
SKECHERS, U.S.A., INC	221951	07/14/2014	JUNE 2014	SOLAR INCENTIVE REBATE-ACCT#7013669-01	\$7,764.05
Remit to: MANHATTAN BEACH, CA					FYTD: \$7,764.05
SKY PUBLISHING	222079	07/28/2014	14_4_195	PRINTING OF FALL 2014 SOARING RECREATION GUIDES	\$11,424.00
Remit to: MORENO VALLEY, CA					FYTD: \$11,424.00
SKY TRAILS MOBILE VILLAGE	12868	07/07/2014	JUNE 2014	UUT REIMBURSEMENT JUNE 2014	\$74.18
		07/07/2014	2014-0003307	UUT REIMBURSEMENT MAY-JUNE 2014	
Remit to: LOS ANGELES, CA					FYTD: \$74.18

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SMITH, BRITTNEY	222028	07/21/2014	1155332	REFUND ON DEPOSIT ON CONTRACT #24424	\$750.00
Remit to: ROMOLAND, CA					<u>FYTD:</u> \$750.00
SOCORE ENERGY, LLC	221952	07/14/2014	P14-048	40% REFUND-WITHDRAWAL OF APPLICATION FOR WALGREENS SOLAR PANELS	\$340.00
Remit to: CHICAGO, IL					<u>FYTD:</u> \$340.00
SOLAR CONSTRUCTION SERVICING CENTER	222150	07/28/2014	B1400580	REFUND-CANCELLED BLDG PERMIT APPLICATION	\$146.32
Remit to: WOODLAND HILLS, CA					<u>FYTD:</u> \$146.32
SOSA, HUGO	12869	07/07/2014	JUN-2014	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS	\$330.00
Remit to: ELK GROVE, CA					<u>FYTD:</u> \$330.00
SOUND CRETE CONTRACTORS	221953	07/14/2014	BL#27792-YR2014	REFUND OF OVERPAYMENT LICENSE FEE PAID TWICE	\$96.73
Remit to: MONROVIA, CA					<u>FYTD:</u> \$96.73
SOUTH COAST AIR QUALITY MGMT DISTRICT	221940	07/14/2014	2727665	EMISSIONS FEES FOR F/Y2014-15	\$451.57
		07/14/2014	2730376	GENERATOR PERMIT FOR CITY HALL	
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$451.57
SOUTH COAST AQMD	222080	07/28/2014	2727655	EMISSIONS FEES FOR LIQUID FUEL DISPENSING SYSTEM AT CITY YARD	\$217.86
		07/28/2014	2730364	ANNUAL OPERATING FEES FOR LIQUID FUEL DISPENSING SYSTEM	
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$217.86
SOUTHERN CALIFORNIA EDISON 1	221856	07/07/2014	JUN-14 7/7/14	ELECTRICITY	\$5,957.38



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SOUTHERN CALIFORNIA EDISON 1	221920	07/14/2014	721-3449 JUN-14	IFA CHARGES-SUBSTATION	\$24,392.16
		07/14/2014	587-9520 MAY/JUN	ELECTRICITY-FERC CHARGES	
		07/14/2014	JUN-14 7/14/14	ELECTRICITY	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$276,119.95
SOUTHERN CALIFORNIA GAS CO.	221993	07/21/2014	JUN-2014	GAS CHARGES	\$2,477.79
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$2,477.79
SOUTHSTAR ENGINEERING& CONSULTING, INC.	222082	07/28/2014	1	CONSULTANT - NASON/CACTUS TO FIR	\$340.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$340.00
SPARKLETTS	12870	07/07/2014	7364596 060214	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	\$50.02
		07/07/2014	7363683 060214	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILD'S PLACE"	
		07/07/2014	10050036 060214	BOTTLED WATER/SVC. FOR EOC/ERF	
	12918	07/14/2014	7387294 060714	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE	\$49.98
		07/14/2014	7364551 062314	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	
Remit to: DALLAS, TX					<u>FYTD:</u> \$100.00
SPECIALIZED BUSINESS SYSTEMS, INC	12957	07/21/2014	34473	SERVICE AGREEMENT FOR LEKTRIEVER 7/25/14-7/24/15	\$1,607.55
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,607.55
SPRINT	12919	07/14/2014	417544340-091	CELLULAR PHONE SERVICE FOR PD GTF	\$63.92
	12958	07/21/2014	634235346-046	CELLULAR PHONE SERVICE FOR PD SET	\$419.34

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Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$483.26
STANDARD INSURANCE CO	221873	07/07/2014	140701	SUPPLEMENTAL INSURANCE	\$1,639.26
Remit to: PORTLAND, OR					<u>FYTD:</u> \$26,807.59
STANLEY CONVERGENT SECURITY SOLUTNS, INC	12921	07/14/2014	11272686	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	\$186.17
Remit to: PALATINE, IL					<u>FYTD:</u> \$186.17
STATE BOARD OF EQUALIZATION	221994	07/21/2014	2ND QTR 2014	ACCT# 31-000177-ELECTRICAL ENERGY SURCHARGE RETURN/APR-JUN 2014	\$9,431.87
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$9,431.87
STATE BOARD OF EQUALIZATION 1	13013	07/25/2014	2ND QTR 2014	SALES & USE TAX REPORT FOR 4/1-6/30/14	\$4,219.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$4,219.00
STATE CONTROLLER'S OFFICE	221922	07/14/2014	40043	ANNUAL STREET REPORT FY 2012-13	\$2,500.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$2,500.00
STATE DISBURSEMENT UNIT	12889	07/11/2014	2015-00000014	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,346.06
	12969	07/25/2014	2015-00000023	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,656.39
Remit to: WEST SACRAMENTO, CA					<u>FYTD:</u> \$5,002.45
STATE OF CALIFORNIA DEPT. OF JUSTICE	221857	07/07/2014	040523	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD	\$735.00
	221858	07/07/2014	026050 (BL)	FINGERPRINTING SERVICES-BUS. LICENSE RELATED	\$847.00
		07/07/2014	026050 (PCS)	FINGERPRINTING SERVICES-PARKS CONTRACT CLASS RELATED	



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STATE OF CALIFORNIA DEPT. OF JUSTICE	221858	07/07/2014	026050 (OEM)	FINGERPRINTING SERVICES-ERF RELATED	\$847.00
		07/07/2014	026050 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEER RELATED	
	221859	07/07/2014	031453 (BL)	FINGERPRINTING SERVICES-BUS. LICENSE RELATED	\$992.00
		07/07/2014	031453 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEER RELATED	
	221860	07/07/2014	031453 (PCS)	FINGERPRINTING SERVICES-PARKS CONTRACT CLASS RELATED	
		07/07/2014	036717 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEER RELATED	\$928.00
		07/07/2014	036717 (PCS)	FINGERPRINTING SERVICES-PARKS CONTRACT CLASS RELATED	
	221923	07/07/2014	036717 (BL)	FINGERPRINTING SERVICES-BUS. LICENSE RELATED	
		07/14/2014	036546	LIVE SCAN FINGERPRINTING APPS FOR PD	\$2,538.00
	221995	07/21/2014	031289	LIVE SCAN FINGERPRINTING APPS FOR PD	\$2,498.00
222083	07/28/2014	042275	LIVE SCAN FINGERPRINTING APPS FOR PD	\$1,763.00	
Remit to: SACRAMENTO, CA					FYTD: \$10,301.00
STATE WATER RESOURCES CONTROL BOARD	221861	07/07/2014	447060	PERMIT FEE - NASON/CACTUS TO FIR	\$1,122.00
Remit to: SACRAMENTO, CA					FYTD: \$1,122.00
STEFANI, LYNDA	222151	07/28/2014	R14-072882	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
emit to: PALM DESERT, CA					FYTD: \$75.00
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	13000	07/28/2014	42738	TRANSCRIPTION SERVICES FOR PD	\$2,020.16
emit to: CORONA, CA					FYTD: \$2,020.16

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STILES ANIMAL REMOVAL, INC.	222084	07/28/2014	103084	LARGE ANIMAL CARCASS REMOVAL	\$150.00
Remit to: GUSTI, CA					FYTD: \$150.00
STRADLING, YOCCA, CARLSON & RAUTH	12871	07/07/2014	287272-0031	LEGAL SERVICES	\$4,797.00
		07/07/2014	288549-0035	LEGAL SERVICES	
		07/07/2014	288246-0031	LEGAL SERVICES	
		07/07/2014	287275-0000	LEGAL SERVICES-RE: RANCHO DORADO	
		07/07/2014	288247-0035	LEGAL SERVICES	
		07/07/2014	288255-0000	LEGAL SERVICES	
	12922	07/14/2014	288548-0032	LEGAL SERVICES	\$10,399.97
Remit to: NEWPORT BEACH, CA					FYTD: \$15,196.97
STRASBURG, SHANNON	222152	07/28/2014	R14-074719	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00
STRICKLER ASSOCIATION, THE	12959	07/21/2014	6500	CONSULTANT SERVICES FOR HOME & NSP PROJECTS	\$419.90
Remit to: SAN BERNARDINO, CA					FYTD: \$419.90
STUDIO 33 PRODUCTIONS	221829	07/01/2014	1390	STAGE (COMMUNITY) 7/3/14 @ MT VIEW M/S N FLD	\$800.00
	221830	07/02/2014	1225a	FULL PAYMENT-STADIUM CONCERT SOUND SYSTEM FOR 7/4/14	\$7,217.50
	222085	07/28/2014	35	NEW SOUND EQUIPMENT FOR THE SENIOR CENTER	\$5,737.66
Remit to: COLTON, CA					FYTD: \$13,755.16
SUNNYMEAD ACE HARDWARE	222086	07/28/2014	56707	MISC. SUPPLIES FOR FIRE STATION #6	\$527.59
		07/28/2014	56965	MISC. SUPPLIES FOR FIRE STATION	



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SUNNYMEAD ACE HARDWARE	222086	07/28/2014	56911	MISC. SUPPLIES FOR FIRE STATION #48	\$527.59
		07/28/2014	55361	MISC. SUPPLIES FOR FIRE STATION	
		07/28/2014	56664	MISC. SUPPLIES FOR FIRE STATION	
		07/28/2014	56720	MISC. SUPPLIES FOR FIRE STATION #65	
		07/28/2014	56954	MISC. SUPPLIES FOR FIRE STATION	
		07/28/2014	56966	MISC. SUPPLIES FOR FIRE STATION	
		07/28/2014	56783	MISC. SUPPLIES FOR FIRE STATION #6	
		07/28/2014	55351	MISC. SUPPLIES FOR FIRE STATION	
Remit to: MORENO VALLEY, CA					FYTD: \$527.59
SUNNYMEAD ANIMAL HOSPITAL	221996	07/21/2014	265069	MEDICATION FOR PATROL K-9 IVAN	\$17.20
Remit to: MORENO VALLEY, CA					FYTD: \$17.20
SUNNYMEAD VETERINARY CLINIC	221924	07/14/2014	270950	VETERINARY SERVICES FOR MV ANIMAL SHELTER	\$375.00
		07/14/2014	266661	VETERINARY SERVICES FOR MV ANIMAL SHELTER	
		07/14/2014	266662	VETERINARY SERVICES FOR MV ANIMAL SHELTER	
		07/14/2014	262743	VETERINARY SERVICES FOR MV ANIMAL SHELTER	
Remit to: MORENO VALLEY, CA					FYTD: \$375.00
SUTTON, ASIA	222029	07/21/2014	1153796	REFUND DUE TO SCHEDULE CONFLICT	\$54.00
Remit to: MORENO VALLEY, CA					FYTD: \$54.00
T.Y. LIN INTERNATIONAL	222088	07/28/2014	1406273	CONSULTANT - SR-60 NASON ST. IC	\$185.00
Remit to: PALATINE, IL					FYTD: \$185.00

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T-34 HERITAGE FOUNDATION, INC	222087	07/28/2014	1102	FLYOVER OF GRAY T-34 & BLUE CAMMO T-34 FOR JULY 4, 2014	\$400.00
Remit to: ALISO VIEJO, CA					<u>FYTD:</u> \$400.00
TARTER, LAURIE	221954	07/14/2014	R14-074361	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: CARLSBAD, CA					<u>FYTD:</u> \$75.00
TENASKA ENERGY, INC	13001	07/28/2014	1342-JUN-14-01	RESOURCE ADEQUACY	\$4,980.00
Remit to: OMAHA, NE					<u>FYTD:</u> \$4,980.00
THE PRESS ENTERPRISE	222090	07/28/2014	1001073544 7/11	ADVERTISING FOR MEMORIAL DAY & ANIMAL SHELTER EVENTS	\$2,673.95
Remit to: PASADENA, CA					<u>FYTD:</u> \$2,673.95
THE UNIVERSITY ENTERPRISES CORPORATION AT CSUSB	221925	07/14/2014	SP0006140	SMALL BUSINESS CONSULTING SERVICES-FY 13/14 4TH QTR BILLING	\$12,500.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$12,500.00
THINK TOGETHER, INC	12923	07/14/2014	7696	CITY PROGRAMS PROVIDED BY THINK TOGETHER STAFF	\$13,047.77
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$13,047.77
THOMPSON COBURN LLP	12960	07/21/2014	3048498	LEGAL SERVICES FOR MVU RE: RELIABILITY STANDARDS COMPLIANCE	\$78.93
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$78.93
TIM OWENS	12961	07/21/2014	070814 INV	ONE YEAR ACCESS TO VIDEO TRAINING WEBSITE - OFFICE 2010	\$1,200.00
Remit to: HERMOSA BEACH, CA					<u>FYTD:</u> \$1,200.00
TKE ENGINEERING INC	222091	07/28/2014	2014-131	CONSULTANT - HEMLOCK/GRAHAM SIDEWALK IMP	\$4,315.50



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Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,315.50
TOTAL COMFORT, INC	221955	07/14/2014	BL#27691-YR2014	REFUND OF OVERPAYMENT LICENSE FEE PAID TWICE	\$68.00
Remit to: CORONA, CA					<u>FYTD:</u> \$68.00
TR DESIGN GROUP, INC.	12872	07/07/2014	1990	CONSULTING - TRANSPORTATION MGMT. CENTER	\$3,610.03
		07/07/2014	1991	CONSULTING - TRANSPORTATION MGMT. CENTER	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,610.03
TRAN, KELI	221956	07/14/2014	R14-074964	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20.00
TRICHE, TARA	13002	07/28/2014	JUL-2014	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,842.60
	221874	07/07/2014	JUN-2014	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,866.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,708.60
TRUGREEN LANDCARE	12873	07/07/2014	7744846	IRRIGATION REPAIRS FOR MAY-ZONE E-4	\$19,928.22
		07/07/2014	7730954	LANDSCAPE MAINT.-ZONE M-MAY 2014	
		07/07/2014	7730959	LANDSCAPE MAINT.-ZONE S-MAY 2014	
		07/07/2014	7730957	LANDSCAPE MAINT.-ZONES E-4 & E-4A-MAY 2014	
		07/07/2014	7730955	LANDSCAPE MAINT.-ZONE E16-MAY 2014	
	12962	07/21/2014	7751381	LANDSCAPE MAINT.-ZONE M-JUN 2014	\$19,581.86
		07/21/2014	7751386	LANDSCAPE MAINT.-ZONE S-JUN 2014	
		07/21/2014	7765649	IRRIGATION REPAIRS FOR JUNE-ZONE E-4	
		07/21/2014	7751384	LANDSCAPE MAINT.-ZONES E-4 & E-4A-JUN 2014	
		07/21/2014	7751382	LANDSCAPE MAINT.-ZONE E16-JUN 2014	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TRUGREEN LANDCARE	13003	07/28/2014	7702954	IRRIGATION REPAIRS FOR MARCH-ZONE E-4	\$1,761.83
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$41,271.91
TRUSTED TRANSLATIONS, INC.	222092	07/28/2014	224078	TRANSLATION SERVICES FOR CONVERSION NOTICE LETTERS	\$355.04
Remit to: UNIONDALE, NY					<u>FYTD:</u> \$355.04
TURNER, SHENE	222154	07/28/2014	1161427	CRC RENTAL REFUND DEPOSIT	\$100.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$100.00
TW TELECOM	221862	07/07/2014	06294894	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	\$3,087.06
		07/07/2014	06294894a	INTERNET & DATA SERVICES	
	222093	07/28/2014	06363953a	INTERNET & DATA SERVICES	\$3,162.43
		07/28/2014	06363953	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	
Remit to: DENVER, CO					<u>FYTD:</u> \$6,249.49
TWINING LABORATORIES OF SO. CALIFORNIA	222094	07/28/2014	53064	GEO SERVICES - PERRIS/IRONWOOD TO MANZANITA	\$630.00
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$630.00
U.S. POSTAL SERVICE	222010	07/21/2014	FALL 2014	PERMIT #153 - DEPOSIT FOR POSTAGE TO MAIL RECREATION GUIDES	\$8,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$8,000.00
UNDERGROUND SERVICE ALERT	12875	07/07/2014	520140447 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE	\$321.00
		07/07/2014	520140447 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
		07/07/2014	520140447 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
		07/07/2014	520140447 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE	



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UNDERGROUND SERVICE ALERT	13004	07/28/2014	620140447 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE	\$418.50
		07/28/2014	620140447 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
		07/28/2014	620140447 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
		07/28/2014	620140447 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
Remit to: CORONA, CA					FYTD: \$739.50
UNION BANK OF CALIFORNIA 1	221926	07/14/2014	868600	INVESTMENT SAFEKEEPING SERVICES	\$313.00
	222095	07/28/2014	872911	INVESTMENT SAFEKEEPING SERVICES	\$291.67
Remit to: SAN DIEGO, CA					FYTD: \$604.67
UNITED ROTARY BRUSH CORP	13005	07/28/2014	280076	STREET SWEEPER BROOM KITS/RECONDITIONING	\$881.14
Remit to: KANSAS CITY, MO					FYTD: \$881.14
UNITED SITE SERVICES OF CA, INC.	12924	07/14/2014	114-2095144	FENCE RENTAL AT ANIMAL SHELTER	\$106.65
Remit to: PHOENIX, AZ					FYTD: \$106.65
UNITED STATES TREASURY - 4	221927	07/14/2014	2015-00000007	1001 - GARNISHMENT - IRS TAX LEVY	\$50.38
	222096	07/28/2014	2015-00000034	1001 - GARNISHMENT - IRS TAX LEVY	
Remit to: FRESNO, CA					FYTD: \$100.76
UNITED WAY OF INLAND VALLEYS	221928	07/14/2014	2015-00000008	8720 - UNITED WAY	\$344.00
	222097	07/28/2014	2015-00000035	8720 - UNITED WAY	\$342.00
Remit to: RIVERSIDE, CA					FYTD: \$686.00
UNIVAR USA, INC	222098	07/28/2014	RV578565	AG CHEMICALS FOR CITY/CFD #1 PARKS	\$1,442.54
Remit to: LOS ANGELES, CA					FYTD: \$1,442.54

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URRUTIA, BRENDA	222155	07/28/2014	1151546	REFUND DUE TO BEING REMOVED FROM PROGRAM	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$60.00
USA MOBILITY/ARCH WIRELESS	12925	07/14/2014	X6218870F	PAGER SERVICE	\$17.04
Remit to: SPRINGFIELD, VA					<u>FYTD:</u> \$17.04
VACATE TERMITE & PEST ELIMINATION COMPANY	12876	07/07/2014	49689	GOPHER & RODENT CONTROL-AQUEDUCT	\$180.00
		07/07/2014	49297	GOPHER & RODENT CONTROL-AQUEDUCT	
		07/07/2014	49692	GOPHER & RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
		07/07/2014	49299	GOPHER & RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
	13006	07/28/2014	50189	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	\$1,440.00
		07/28/2014	50195	PEST CONTROL SERVICE-FIRE ST. #58	
		07/28/2014	50188	PEST CONTROL SERVICE-FIRE ST. #48	
		07/28/2014	50187	PEST CONTROL SERVICE-FIRE ST. #65	
		07/28/2014	50196	PEST CONTROL SERVICE-SENIOR CENTER	
		07/28/2014	50365	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
		07/28/2014	50197	PEST CONTROL SERVICE-FIRE ST. #2	
		07/28/2014	50198	PEST CONTROL SERVICE-FIRE ST. #91	
		07/28/2014	50323	RODENT CONTROL-AQUEDUCT	
		07/28/2014	50193	PEST CONTROL SERVICE-LIBRARY	
		07/28/2014	50372	PEST CONTROL SERVICE-TRANSP. TRAILER	
		07/28/2014	50192	PEST CONTROL SERVICE-FIRE ST. #6	
		07/28/2014	50369	PEST CONTROL SERVICE-ANIMAL SHELTER	
		07/28/2014	50190	PEST CONTROL SERVICE-FIRE ST. #99	



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITE & PEST ELIMINATION COMPANY	13006	07/28/2014	50362	PEST CONTROL SERVICE-CITY HALL	\$1,440.00
		07/28/2014	50371	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		07/28/2014	50370	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		07/28/2014	50360	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP	
		07/28/2014	50363	PEST CONTROL SERVICE-CONFERENCE & REC CTR.	
		07/28/2014	50364	PEST CONTROL SERVICE-CITY YARD	
		07/28/2014	50191	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
		07/28/2014	50326	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
		07/28/2014	50366	PEST CONTROL SERVICE-EOC	
		07/28/2014	50368	PEST CONTROL SERVICE-ANNEX 1 BLDG.	
		07/28/2014	50518	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
		07/28/2014	50515	RODENT CONTROL-AQUEDUCT	
Remit to: MORENO VALLEY, CA					FYTD: \$1,620.00
VAL VERDE UNIFIED SCHOOL DISTRICT	221957	07/14/2014	11/4/13-5/31/14	REFUND-MARCH M/S PUBLIC PURPOSE FUNDS-ACCT#7011440-01	\$4,366.87
Remit to: PERRIS, CA					FYTD: \$4,366.87
VALENCIA, MARIA	221958	07/14/2014	R14-070204	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: PERRIS, CA					FYTD: \$20.00
VALLEY PARTY EQUIPMENT RENTALS	221886	07/07/2014	BL#06930-YR2014	REFUND OF OVERPAYMENT FOR BL#06930	\$115.06
Remit to: MORENO VALLEY, CA					FYTD: \$115.06
VASALLO, FELISA	222031	07/21/2014	1160549	REFUND DUE TO LACK OF REGISTRATION	\$82.00

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VASALLO, FELISA	222032	07/21/2014	1152517	REFUND DUE TO LACK OF REGISTRATION	\$62.00
	222033	07/21/2014	1152518	REFUND DUE TO NOT SATISFIED WITH SERVICES	\$41.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82.00
VAVRINEK, TRINE, DAY & CO., LLP	221929	07/14/2014	0106818-IN	ASES INVENTORY PROJECT SERVICES	\$7,720.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$7,720.00
VERDUGO, JAMES	221875	07/07/2014	06/25/14	TRAVEL EXPENSE REIMBURSEMENT-CASP EXAM	\$127.19
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$127.19
VERIZON	221997	07/21/2014	EQN6913105-14179	BACKBONE COMMUNICATION CHARGES	\$586.11
Remit to: TRENTON, NJ					<u>FYTD:</u> \$586.11
VERIZON CALIFORNIA	221998	07/21/2014	1258220327JUN-14	FIOS SERVICES FOR FIRE STATION 99	\$117.63
	222099	07/28/2014	951 UH2-7052 JUL	PHONE CHARGES - ERC	\$643.25
	222100	07/28/2014	1258220327JUL-14	FIOS SERVICES FOR FIRE STATION 99	\$117.94
Remit to: DALLAS, TX					<u>FYTD:</u> \$878.82
VERIZON WIRELESS	221930	07/14/2014	9726759783	CELLULAR SERVICE FOR PD TICKET WRITERS	\$159.60
Remit to: DALLAS, TX					<u>FYTD:</u> \$159.60
VICTOR MEDICAL CO	221931	07/14/2014	3545126	ANIMAL MEDICAL SUPPLIES/VACCINES	\$4,925.29
		07/14/2014	3531409	ANIMAL MEDICAL SUPPLIES/VACCINES	
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$4,925.29
VILLAGE NURSERIES WHOLESAL, LLC	222101	07/28/2014	2002611150	PLANTS & TREE MATERIALS FOR CFD #1 AND CITY PARKS	\$3,502.52



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: ORANGE, CA					FYTD: \$3,502.52
VISION SERVICE PLAN	12877	07/07/2014	140701	EMPLOYEE VISION INSURANCE	\$4,044.02
Remit to: SAN FRANCISCO, CA					FYTD: \$4,044.02
VOYAGER FLEET SYSTEM, INC.	12926	07/14/2014	869211615421	CNG FUEL PURCHASES	\$2,038.05
	13008	07/28/2014	869211615426	CNG FUEL PURCHASES	\$2,507.49
Remit to: HOUSTON, TX					FYTD: \$4,545.54
VULCAN MATERIALS CO, INC.	221932	07/14/2014	70388597	ASPHALTIC MATERIALS	\$2,052.87
		07/14/2014	70405612	ASPHALTIC MATERIALS	
		07/14/2014	70383585	ASPHALTIC MATERIALS	
		07/14/2014	70383584	ASPHALTIC MATERIALS	
		07/14/2014	70408158	ASPHALTIC MATERIALS	
		07/14/2014	70391964	ASPHALTIC MATERIALS	
		07/14/2014	70411770	ASPHALTIC MATERIALS	
		07/14/2014	70402899	ASPHALTIC MATERIALS	
		07/14/2014	70399500	ASPHALTIC MATERIALS	
		07/14/2014	70411769	ASPHALTIC MATERIALS	
		07/14/2014	70394692	ASPHALTIC MATERIALS	
		07/14/2014	70386064	ASPHALTIC MATERIALS	
		07/14/2014	70391963	ASPHALTIC MATERIALS	
		07/14/2014	70402898	ASPHALTIC MATERIALS	
		07/14/2014	70414578	ASPHALTIC MATERIALS	
		07/14/2014	70380939	ASPHALTIC MATERIALS	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,052.87
WEATHERSBY, RENONA	222043	07/21/2014	MV3130611040	REFUND-CITATION OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$115.00
WEST COAST ARBORISTS, INC.	12878	07/07/2014	95192-A	TREE TRIMMING & REMOVAL SERVICES-ZONES D & E-3	\$8,365.00
		07/07/2014	95892-A	TREE TRIMMING & REMOVAL SERVICES-ZONES D & E-2	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$8,365.00
WEST PAYMENT CENTER	221933	07/14/2014	829754224	LEGAL LIBRARY PUBLICATIONS UPDATES	\$719.38
	221934	07/14/2014	829699476	AUTO TRACK SERVICES FOR PD INVESTIGATIONS	\$746.51
	222103	07/28/2014	829890881	AUTO TRACK SERVICES FOR PD INVESTIGATIONS	
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$2,212.40
WESTAMERICA COMMUNICATIONS	221999	07/21/2014	246296	ANNUAL CSD PUBLIC HEARING NOTICE	\$2,367.00
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$2,367.00
WESTECH COLLEGE	222156	07/28/2014	1161397	CRC RENTAL REFUND DEPOSIT	\$500.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$500.00
WESTERN MUNICIPAL WATER DISTRICT	221863	07/07/2014	23821-018258/MY4	WATER CHARGES-MFPCC BLDG 938	\$1,404.46
		07/07/2014	23866-018292/MY4	WATER CHARGES-SKATE PARK	
		07/07/2014	23821-018257/MY4	WATER CHARGES-MFPCC LANDSCAPE	
	221935	07/14/2014	24753-018620/MY4	WATER CHARGES-MARB BALLFIELDS	\$5,271.23
	222104	07/28/2014	24753-018620/JN4	WATER CHARGES-MARB BALLFIELDS	\$4,048.35



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WESTERN MUNICIPAL WATER DISTRICT	222104	07/28/2014	23821-018258/JN4	WATER CHARGES-MFPCC BLDG. 938	\$4,048.35
		07/28/2014	23821-018257/JN4	WATER CHARGES-MFPCC LANDSCAPE	
		07/28/2014	23866-018292/JN4	WATER CHARGES-SKATE PARK	
Remit to: ARTESIA, CA					<u>FYTD:</u> \$10,724.04
WILLDAN ENGINEERING	13009	07/28/2014	2210978	CONSULTANT - CIVIC CENTER	\$2,030.00
		07/28/2014	02210972	CONSULTANT - CIVIC CENTER	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$27,965.73
WILLDAN FINANCIAL SERVICES	12928	07/14/2014	010-24433	CONSULTING SERVICES-ZONE B LLD/LMD FORMATION	\$3,900.00
		07/14/2014	010-24432	CONSULTING SERVICES-ZONE E LLD/LMD FORMATION	
	13010	07/28/2014	010-24920	CONSULTING SERVICES-ZONE E LLD/LMD FORMATION	
		07/28/2014	010-24921	CONSULTING SERVICES-ZONE B LLD/LMD FORMATION	
Remit to: TEMECULA, CA					<u>FYTD:</u> \$7,800.00
WILLIAMS, NICHELLE	222157	07/28/2014	R14-073923	AS REFUND-S/N DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00
WILLIS, ROBERT H	222105	07/28/2014	062614	SPORTS OFFICIATING SERVICES-SOFTBALL	\$483.00
		07/28/2014	062914	SPORTS OFFICIATING SERVICES-SOFTBALL	
		07/28/2014	061914	SPORTS OFFICIATING SERVICES-SOFTBALL	
		07/28/2014	052914	SPORTS OFFICIATING SERVICES-SOFTBALL	
		07/28/2014	060814	SPORTS OFFICIATING SERVICES-SOFTBALL	
		07/28/2014	071314	SPORTS OFFICIATING SERVICES-SOFTBALL	
		07/28/2014	062214	SPORTS OFFICIATING SERVICES-SOFTBALL	

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WILLIS, ROBERT H	222105	07/28/2014	071014	SPORTS OFFICIATING SERVICES-SOFTBALL	\$483.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$483.00
WRCRCA	221937	07/14/2014	JUN-2014 MSHCP	MSHCP FEES COLLECTED FOR JUNE, 2014-RESIDENTIAL	\$7,752.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,752.00
WURM'S JANITORIAL SERVICES, INC.	13011	07/28/2014	23185	FLOORS SERVICED AT MFPC	\$750.00
Remit to: CORONA, CA					<u>FYTD:</u> \$30,880.46
XEROX CAPITAL SERVICES, LLC	221864	07/07/2014	074321137	COPIER LEASE FOR PARKS DEPT.	\$1,653.07
		07/07/2014	074321136	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	
	222000	07/21/2014	074321140	COPIER LEASE FOR GRAPHICS DEPT.	\$1,572.01
		07/21/2014	074321139	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.	
Remit to: PASADENA, CA					<u>FYTD:</u> \$3,225.08
ZAVALETA, HECTOR	222035	07/21/2014	1160233	REFUND DUE TO SCHEDULE CONFLICT	\$82.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82.00

TOTAL CHECKS UNDER \$25,000**\$1,262,062.70****GRAND TOTAL****\$14,189,945.77**



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 9, 2014

TITLE: INCREASE THE PURCHASE ORDER WITH CALIFORNIA HIGHWAY PATROL FOR CONSTRUCTION ZONE ENFORCEMENT AS PART OF THE SR-60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECT NO. 802 0003 70 77

RECOMMENDED ACTION

Recommendations:

1. Authorize a Change Order to increase the Purchase Order with California Highway Patrol by \$110,000 for services provided as part of the freeway Construction Zone Enhanced Enforcement Program.
2. Authorize the Public Works Director/City Engineer to execute the Change Order to the Purchase Order for California Highway Patrol.

SUMMARY

This report recommends an increase in the Purchase Order for California Highway Patrol (CHP). The CHP provided freeway Construction Zone Enhanced Enforcement Program (COZEEP) services for the SR-60/Nason Street Overcrossing Improvements project. There was an increased need for COZEEP services during construction of the project as a safety measure for the commuters and workers on the project. Construction was recently completed and the CHP is currently finalizing their billing. The \$110,000 increase in the Purchase Order will facilitate timely payment to CHP for the services rendered on this successfully completed project. The project is funded with Surface Transportation Program Local (STPL) funds and has been approved in the 2014/2015 Capital Improvement Plan (CIP).

DISCUSSION

The recently completed SR-60/Nason Overcrossing project replaced the bridge, added a westbound auxiliary lane, constructed a new sound wall, added ramp lanes, and completed the ultimate improvements as part of a City-Caltrans cooperative agreement. Caltrans and the CHP have an interagency agreement that requires the CHP be used for any project on the freeway system, and the City is bound by the City-Caltrans cooperative agreement to provide Construction Zone Enhanced Enforcement Program (COZEEP) services. The COZEEP program is an effective safety tool that uses supplemental CHP units to assist in the management of traffic passing through the freeway construction zone. COZEEP involves the presence of CHP to serve as a reminder to the motoring public to slow down, observe construction zone signs, and use care while driving through the work zone. Funding for COZEEP comes from highway construction dollars and support is included in federal funding packages.

Prior to contract award, Caltrans requires that the City and CHP have an initial purchase order in place for the project. The project team worked with the CHP to develop an approximate initial estimate of the utilization of COZEEP based on an estimated number of hours and vehicle mileage anticipated to be needed. Based on this estimate, On November 15, 2012 the Financial and Management Services Director authorized a purchase order in the amount of \$50,000.00.

Once bids were opened and the project schedule was evaluated with respect to operations, safety, and expenditure of funds, the project sequencing was adjusted to complete the bridge sooner, primarily by increasing night and weekend work to maximize physical space at the bridge and minimize impact to the public. Changes to COZEEP work also included extended work shifts during the bridge demolition and related critical path activities. The resulting increase in night and weekend construction activity increased the need for COZEEP services beyond the initial estimate. The CHP is eligible for reimbursement of their costs as well as annual labor rate adjustments. The CHP bills annually or at the end of the project, whichever is later. Although billing from the CHP is not yet complete, initial invoicing through April 2014 indicates an increase in the existing purchase order allocation will be needed. Therefore staff recommends increasing the existing purchase order by \$110,000 for a total of \$160,000.00 to cover the invoices to-date, as well as anticipated closeout invoices. The existing project budget is sufficient to cover the cost of this increase.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the City to pay for all CHP services rendered on this project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the timely close-out of the project.*

FISCAL IMPACT

The project is included in the Fiscal Year 2014/2015 Capital Improvement Plan and is currently funded using Surface Transportation Program – Local (STPL) federal grant funds. Additionally, there are STPL funds remaining in the Fiscal Year 2013/2014 budget, which have not yet been transferred to the 2014/2015 budget due to fiscal year end processing. The carryover funds are estimated to be at least \$2 million, based on the final total of 2013/2014 expenditures. These funds have been allocated for the SR-60/Nason Overcrossing Improvements project and can only be used for interchange-related improvement efforts. There is no impact to the General Fund.

AVAILABLE FUNDS – FISCAL YEAR 2014/2015:

Adopted STPL Funds	
(Account No. 3008-70-77-80002) (Project No. 802 0003 70 77)	\$300,000
Minimum Estimated Carryover STPL Funds from FY 2013/2014	\$2,000,000
Total Available Funds	\$2,300,000

ESTIMATED CONSTRUCTION RELATED COSTS – FISCAL YEAR 2014/2015:

Construction (Final Invoices and Plant Establishment)	\$600,000
Construction Support Services (Remaining Design Support Services)	\$5,000
Construction Support Services (Plant Establishment Inspection).....	\$100,000
Project Management and Administrative Costs*	\$40,000
Utility and Materials Costs**	\$50,000
Initial P.O. for CHP	\$50,000
Increase in P.O. for CHP	\$110,000
Total Estimated Construction Related Costs	\$955,000

**Includes City project administration and miscellaneous costs.*

***Includes SCE and Caltrans close-out costs.*

PROJECT SCHEDULE

Construction	December 2012 – July 2014
Caltrans Required Plant Establishment Period	August 2014 - July 2017

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

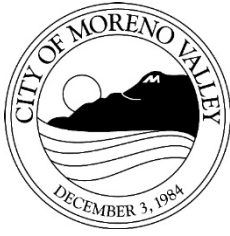
POSITIVE ENVIRONMENT:

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

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

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

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



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 9, 2014

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO PROACTIVE ENGINEERING CONSULTANTS FOR THE ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS AND JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS –
PROJECT NO. 801 0059
PROJECT NO. 801 0060

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Professional Consultant Services with Proactive Engineering Consultants, 200 South Main St., Suite 300, Corona, CA 92882, to provide design services for the Elsworth Street and Sherman Avenue Sidewalks project and the John F. Kennedy Drive Street Improvement project.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Proactive Engineering Consultants.
3. Authorize an issuance of a Purchase Order with Proactive Engineering Consultants totaling \$210,352.00 when the Agreement has been signed by all parties.

SUMMARY

This report recommends approval of an agreement with Proactive Engineering Consultants for Professional Consultant Services to provide design services for the Elsworth Street and Sherman Avenue Sidewalks project and the John F. Kennedy Drive Street Improvement project. The projects, which will enhance safety for pedestrians and commuters, are funded with Community Development Block Grant (CDBG) funds and

have been approved in the Fiscal Year (F/Y) 2014/2015 Capital Improvement Plan (CIP).

DISCUSSION

On March 25, 2014, the City Council approved the Community & Economic Development staff report to adopt the Substantial Amendments #4 Community Development Block Grant (CDBG) to the F/Y 2013-2014 Annual Action Plan. The adopted plan approves the revenue and expense appropriation of funds for the design and construction of the Elsworth Street and Sherman Avenue Sidewalks projects and design only for the John F. Kennedy Drive Street Improvement project. These street segments are within the CDBG target area and are eligible to receive CDBG funds.

The Elsworth Street and Sherman Avenue Sidewalks project will involve designing and constructing sidewalks, curbs, gutters, and pavement repairs on the west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and along the south side of Sherman Avenue from Elsworth Street west for approximately 600 feet and from Pepper Street to Day Street. The John F. Kennedy Drive project provides for the design of road widening and missing curbs, gutters and sidewalks along the south side of John F. Kennedy Drive from Heacock Street to Paige Avenue.

These projects will provide safety enhancement for both drivers and pedestrians using these roads as well as aesthetic enhancement for the neighborhoods and residents. Due to limited CDBG funding availability, these projects are intended to provide the interim improvements within the available public rights of way at present. Ultimate improvements for these roads will be deferred to future public or developer projects when funding becomes available.

On June 3, 2014, the Notice Inviting Proposals and Request for Proposals (RFP) for Professional Consultant Design Services were sent to all the consultants on the City's list, posted on the City's website, and advertised in the Press-Enterprise. The City received five (5) proposals in response to the RFP. A Selection Committee, comprised of City staff, reviewed and rated all proposals according to the consultant's ability to complete the project requirements. Following negotiations on scope of services and fees, Proactive Engineering Consultants was selected as the most qualified consultant for this project as the firm demonstrates a very thorough understanding of the work and presents an ability to provide the required services on time and within budget.

For both projects, the consultant is responsible for: the planning, scheduling and achievement of tiered project milestones; 35% plan level completion through bid document completion; design survey; and geotechnical investigation. For the Elsworth Street and Sherman Avenue Sidewalks project, the consultant is also responsible for: bid support; and construction support. For the John F. Kennedy Drive project, the consultant is also responsible for: a cost estimate for future construction as there is no available construction funding this fiscal year. The City will obtain the necessary environmental clearances under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Start of design for the projects is contingent on U.S. Department of Housing and Urban Development (HUD) approval which is anticipated by mid-September 2014. Funds are required to be spent in a timely manner.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely design and construction of the Elsworth Street and Sherman Avenue Sidewalks and the timely design of the John F. Kennedy Drive Street Improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay design and construction of the Elsworth Street and Sherman Avenue Sidewalks and design of the John F. Kennedy Drive Street Improvements and result in the loss of CDBG funding.*

FISCAL IMPACT

The Elsworth Street and Sherman Avenue Sidewalks project is funded by CDBG funds (Fund 2512) for design and construction phases and included in the F/Y 2014/2015 CIP. A more accurate construction cost estimate will be determined once the design phase is almost completed. The John F. Kennedy Drive Street Improvements project is funded by CDBG funds (Fund 2512) for design only and included in the F/Y 2014/2015 CIP. The John F. Kennedy Drive Street Improvements project design phase will be completed, then placed on hold dependent on future available funding. CDBG funds are to be used for improvements in the CDBG target areas. There is no impact to the General Fund.

Elsworth Street and Sherman Avenue Sidewalks:

ADOPTED BUDGET - FISCAL YEAR 2014/2015:

Community Development Block Grant Fund	
(Account No. 2512-70-77-80001 / Project No. 801 0059)	\$ 400,000
Total	\$ 400,000

ESTIMATED PROJECT-RELATED COSTS:

Design Consultant (Design and Construction Phases)	\$ 120,000
Construction (estimated)	\$ 240,000
Construction Surveying and Geotechnical Services.....	\$ 25,000
Project Administration and Inspection*	\$ 15,000
Total	\$ 400,000

**Includes City project administration, project management, printing, and other miscellaneous costs. City staff will provide the inspection.*

John F. Kennedy Drive Street Improvements:

ADOPTED BUDGET - FISCAL YEAR 2014/2015:

Community Development Block Grant Fund (Account No. 2512-70-77-80001 / Project No. 801 0060)	\$	100,000
Total	\$	100,000

ESTIMATED PROJECT-RELATED COSTS:

Design Consultant	\$	90,400
Project Administration *	\$	9,600
Total	\$	100,000

**Includes City project administration, project management, and other miscellaneous costs.*

ANTICIPATED PROJECT SCHEDULE:

Design (Elsworth & JFK)	September 2014 – February 2015
Construction (Elsworth only)	February 2015 – April 2015

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

ATTACHMENTS

- Attachment 1: Location Map
- Attachment 2: Agreement for Professional Consultant Services with Proactive Engineering Consultants

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

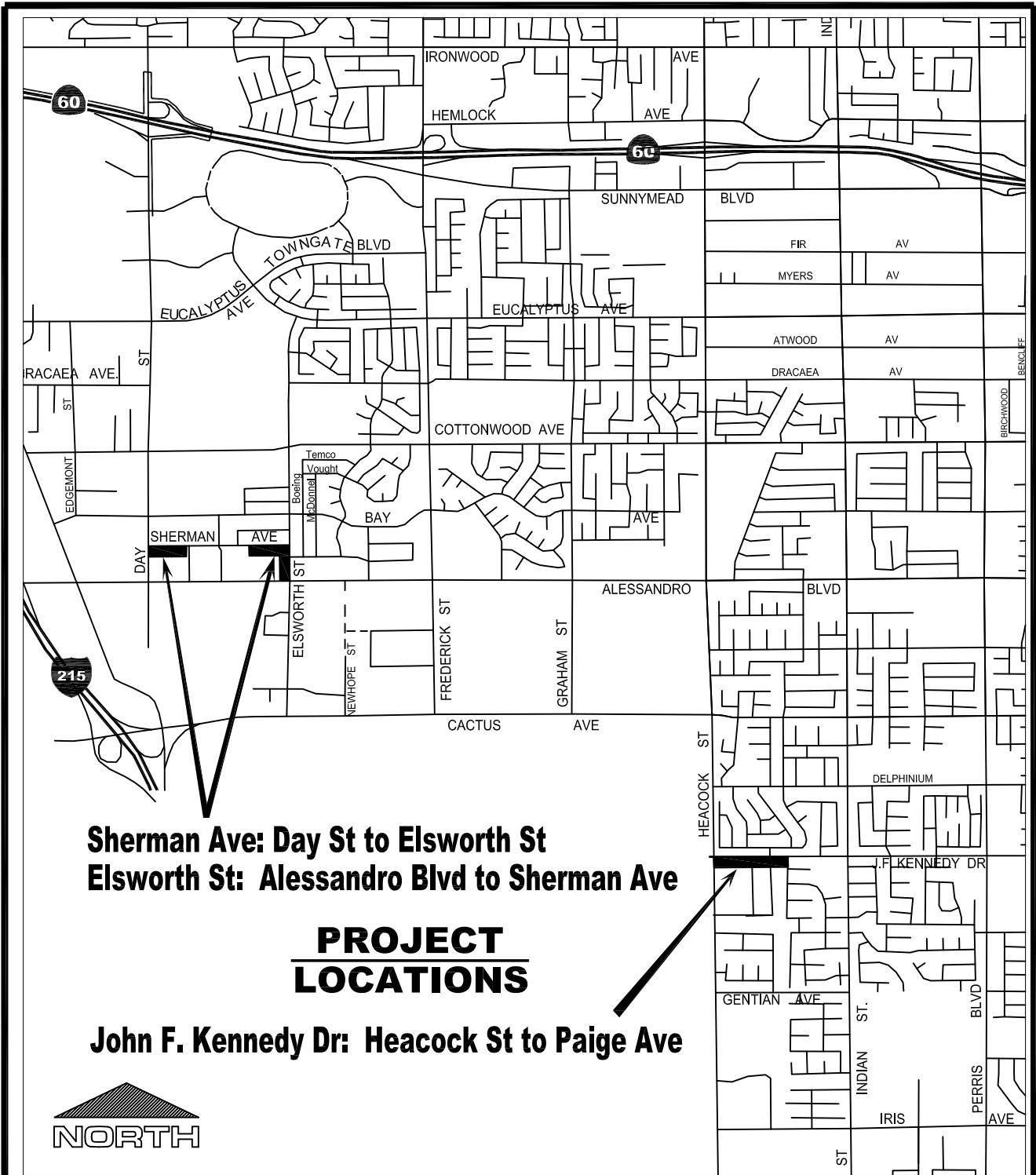
Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

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

Concurred By:
Richard Teichert
Chief Financial Officer/City Treasurer

Concurred By:
Marshall Eyerman
Financial Resources Division Manager

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Sherman Ave: Day St to Elsworth St
Elsworth St: Alessandro Blvd to Sherman Ave

PROJECT
LOCATIONS

John F. Kennedy Dr: Heacock St to Paige Ave



LOCATION MAP

Public Works Department
 Capital Projects Division

ELSWORTH STREET AND SHERMAN AVENUE
 SIDEWALK IMPROVEMENTS
 PROJECT NO. 801 0059

ATTACHMENT 1

JOHN F. KENNEDY DRIVE IMPROVEMENTS
 PROJECT NO. 801 0060

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**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES WITH
PROACTIVE ENGINEERING CONSULTANTS FOR THE ELSWORTH STREET AND
SHERMAN AVENUE SIDEWALKS AND JOHN F. KENNEDY DRIVE STREET
IMPROVEMENTS
PROJECT NO. 801 0059 & 801 0060**

Attachment 2

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

RECITALS

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

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

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

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

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0059 & 801 0060**

DESCRIPTION OF PROJECT

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

ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS

Project No. 801 0059 AND

JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS

Project No. 801 0060

SCOPE OF SERVICES

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

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$ **210,352.00** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2016**, subject to any earlier termination in accordance

**AGREEMENT FOR PROFESSIONAL
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with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

SPECIAL PROVISIONS

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

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

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

13. To the extent required by controlling federal, state and local law, Consultant shall

**AGREEMENT FOR PROFESSIONAL
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not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

**AGREEMENT FOR PROFESSIONAL
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(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0059 & 801 0060**

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

**AGREEMENT FOR PROFESSIONAL
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(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

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

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

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

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

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor

**AGREEMENT FOR PROFESSIONAL
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shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

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

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

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

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

**AGREEMENT FOR PROFESSIONAL
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PROJECT NO. 801 0059 & 801 0060**

California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

**AGREEMENT FOR PROFESSIONAL
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(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

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

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

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

BY: _____
City Manager

Date

Proactive Engineering Consultants

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

EXHIBIT "A"

REQUEST FOR PROPOSAL FOR PROFESSIONAL DESIGN CONSULTANT SERVICES FOR FIVE (5) PROJECTS

1. **ADA RAMP IMPROVEMENTS AT VARIOUS LOCATIONS**
Project No. 801 0008 70 77
2. **ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS, AND
JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS**
Project No. 801 0059 70 77
Project No. 801 0060 70 77
3. **SUNNYMEAD MASTER DRAINAGE PLAN LINE F AND LINE F-7**
Project No. 804 0008 70 77
4. **BRIDGE MAINTENANCE INVESTIGATION (NO PS&E)**
Project No. 802 0002 70 77
5. **INDIAN STREET / CARDINAL AVENUE BRIDGE (OVER CHANNEL
LATERAL A)**
Project No. 802 0004 70 77

I. INVITATION

You are hereby invited to submit a separate Proposal for any of the five (5) projects identified for Professional Design Consultant Services, associated with the following: 1) ADA Ramp Improvements at Various Locations, 2) Elsworth Street and Sherman Avenue Sidewalks, and John F. Kennedy Drive Street Improvements, 3) Sunnymead Master Drainage Plan, 4) Bridge Maintenance Investigation, and/or 5) Indian Street / Cardinal Avenue Bridge (over Channel Lateral A).

Four (4) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk) of your Proposal(s) shall be submitted before **6:00 p.m., June 26, 2014**, addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Guy Pegan, Senior Engineer, P.E.

II. GENERAL PROJECT DESCRIPTION

These projects will improve safety and efficiency and accommodate all users in the Community Development Block Grant (CDBG) target areas as well as providing improvements to various bridges citywide. See Attachment 2 for additional Project Information. The improvements or reports are:

- 1) **ADA Ramp Improvements at Various Locations** will involve a base design proposal for the construction and/or reconstruction of ramps at approximately 25 locations, and will include two additional alternative design proposals for 8 locations each (totaling 16 additional locations) to meet current City and Americans with Disabilities Act (ADA) Standards. See Attachment 2, Exhibit A for additional Project 1 locations information.
- 2) **Elsworth Street and Sherman Avenue Sidewalks** will involve designing sidewalk, curb, gutters, and pavement repairs on the west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and along the south side of Sherman Avenue Elsworth Street west for approximately 600 L.F. and also along Sherman Avenue from Day Street to

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Pepper Street as one complete set of plans and specifications. **John F. Kennedy Drive Street Improvements** will have a separate set of improvement plans (and specifications) providing for design of road widening and completing the missing curb, gutter, and sidewalk, along the south side of the street from Heacock Street to Paige Avenue. No right-of-way and utility relocation are included in this set of projects. See Attachment 2, Exhibit B for additional Project 2 location information.

- 3) **Sunnymead Master Drainage Plan Line F and Line F-7** will require environmental clearance, storm drain easement document preparation, permit processing, engineering, cost estimate, and bid document preparation associated with Line F and Line F-7 Master Drainage Plan. Together this represents 4,300 feet of storm drain improvements. See Attachment 2, Exhibit C for additional Project 3 location information.
- 4) **Bridge Maintenance Investigation** will provide a planning phase to develop a maintenance prioritization matrix for 30 bridges based on deficiencies. The consultant shall be responsible for the inspection and evaluation of various City Bridges in need of routine maintenance as shown by Caltrans Bridge Inspection Reports and as identified by City Staff. See Attachment 2, Exhibit D for additional Project 4 locations information.
- 5) **Indian Street / Cardinal Avenue Bridge (over Channel Lateral A)** will require the consultant to perform a bridge concept study resulting in the preparation of a Project Report to identify the most suitable bridge crossing, right of way needs, any channel modifications and applicable street improvements for the proposed Indian Street / Cardinal Avenue Bridge (over Channel Lateral A). See Attachment 2, Exhibit E for additional Project 5 location information.

All work shall be in accordance with the requirements of the City of Moreno Valley standards, Caltrans Standard Plans and Caltrans Local Assistance Procedures Manual (LAPM) (latest versions), the California Manual on Uniform Traffic Control Devices (latest version), and the Riverside County Flood Control and Water Conservation District (RCFC & WCD) (latest version).

III. PROJECT FUNDING AND SCHEDULE

Projects 1, 2, and 3 are funded by the Community Development Block Grant (CDBG) funds which aim to provide benefits and improvements to the surrounding low-income area and to the disabled community via the ADA improvements.

Project 4 is funded by the Caltrans Bridge Preventative Maintenance Program. The consultant inherently acknowledges by submitting a proposal for the work inclusive of all sub-consultants and reimbursable fees, etc.

Project 5 has a funding allocation of \$60,000 for this work. The consultant inherently acknowledges by submitting a proposal for the work inclusive of all sub-consultants and reimbursable fees, etc. shall not exceed \$60,000. Any proposal that exceeds this amount will be immediately disqualified from further consideration.

The City's tentative schedule for design of ADA ramps (Project 1) is the following:

Notice to Proceed:	July 2014
Planning/Environmental Clearance:	Oct. 2014
Complete Design:	Nov. 2014
Advertise for Construction:.....	Nov. 2014
Award Construction Contract:.....	Feb. 2015

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Construction: Feb. 2015

The tentative schedule for all other projects (Projects 2-4) is the following:

NEPA/CEQA Clearance..... July 2014
HUD Approval/Release of Funding Sept. 2014
Notice to Proceed: Oct. 2014
Complete Design: May 2015
Advertise for Construction (for Elsworth/Sherman): June 2015
Award Construction Contract: Sept. 2015
Construction: Oct. 2015
(Construction of JFK and Sunnymead MDP Line F and F-7 depend on funding availability.)

IV. SCOPE OF SERVICES

See Attachment 1 of Projects 1, 2, 3, 4, and 5 for additional information. The City is requesting firms to provide Professional Design Consultant Services for the ADA Ramp Improvements at Various Intersections, Elsworth Street and Sherman Avenue Sidewalks and John F. Kennedy Drive improvements, Sunnymead Master Drainage Plan for Line F and Line F-7, Bridge Maintenance Investigation, and Indian Street / Cardinal Avenue Bridge (over Channel Lateral A) improvements.

- The scope of services for Projects 1, 2, and 3 consists of three (3) phases. The first phase of the work will be completing 35% design; the second phase will be completing 65%, 95% and 100% design and specification document, and the third phase will be the construction support.
- The scope of services for Project 4, the Bridge Maintenance Investigation, shall include inspection of each bridge using Caltrans' inspection form, prioritizing the bridge repairs, cost estimate, and a detailed repair/maintenance Summary Memorandum Report (with recommendations).
- The scope of services for Project 5 consists of a draft Project Report including a project construction cost estimate based on the chosen Conceptual design.

A. GENERAL

1. Meetings

As a minimum, the Consultant shall schedule and attend meetings including:

- a. Kickoff meeting including sub-consultants (if any).
- b. Project Development Team (PDT) meetings, monthly.
- c. City Council Meeting/Council Study Session

2. Schedule

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

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

B. PHASE 1 – 35% DESIGN (PROJECTS 2 & 3)

1. Report of Project Issues

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

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

2. Research of Record Information

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

3. Permit Processing

The environmental procedures shall be in compliance with the Environmental Information Form. The CEQA/NEPA will be processed through the City's Planning Division.

Resource Agency Permit Processing

The Consultant shall provide regulatory services for the processing of all necessary permits including, but not limited to, the US Army Corps of Engineers, the California Department of Fish and Game, and the Regional Water Quality Control Board. The processing shall include required correspondence or telephone calls between the reviewing staff related to the

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permit or points of clarification. This item includes any necessary meetings with the reviewing staff of the resource agencies during the review process. Some of the major resources agency permit processes are, but not limited to:

a. US Army Corps of Engineers 404 Permit Application

Consultant shall prepare a submittal package for US Army Corps of Engineers 404 Permit to satisfy the requirements of Section 404 of the Clean Water Act. If necessary, Consultant shall advise City on possible project revisions in order to take advantage of Nationwide Permits.

b. California Department of Fish and Game 1600 Permit Application

The Consultant shall prepare Notification of Lake or Streambed Alteration (Form FG 2023) including all required information and photos for a CDFG 1601 Agreement for Streambed Alteration. The City will pay the required Lake or Streambed Alteration Fee.

c. Regional Water Quality Control Board Section 401 Certification Waiver

The Consultant shall prepare a submittal to secure waiver from the State requirement for Section 401 of the Clean Water Act certification. This certification is necessary prior to the Corps concurring with discharges of fill material under the Corps permit process.

d. Low Impact Development (LID) documentation and design as required to meet current requirements.

e. Caltrans Encroachment Permit

Project 3 involves installation of two storm drain lines that cross State Route 60. The consultant is required to coordinate with Caltrans and obtains the required encroachment permit and other agencies and environmental permits as may be required for this Project.

4. **Geotechnical Investigation**

The geotechnical investigation is to evaluate the street project to determine the road structural section and to evaluate the storm drain project soil conditions for trenching and backfill. A report of the findings and geotechnical recommendations for design of the projects shall be prepared in accordance with Caltrans LAPM, RCFC&WCD design requirements and City design requirements as appropriate for each project and other requested information.

a. Field Exploration

The Consultant shall submit a geotechnical exploration plan for the City to review, reflecting location and type of boring. The Consultant shall identify owners and agencies from which right-of-entry permits are required, and shall submit a list to the City, with mailing addresses. The Consultant shall prepare and the City will mail right-of-entry letters. Upon completion of test pit excavation and sampling, the test pits shall be backfilled and compacted with on-site excavated soils to the original condition. The field exploration for the roadway portion, sufficient borings and material samples shall be taken to determine the road structural section and the backfill shall be in accordance with the City Standards. The Consultant will be responsible to notify Underground Service Alert and provide traffic control as well as obtaining all the necessary permits to conduct field exploration.

b. Geotechnical Investigation Report

Based upon findings of the field exploration, laboratory testing, engineering analyses, and discussions with City, a written report shall be prepared. This report shall summarize the physical data acquired during the investigation and shall present recommendations for design of the project. The consultant shall

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provide three (3) draft copies of the geotechnical report for review and comments. A qualified geotechnical engineer shall prepare a Geotechnical Design Report (GDR). All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures. The geotechnical report shall include alternative structural sections and moisture content at a minimum of three feet (3') and six feet (6') under the existing pavement; if the existing moisture content is above optimum moisture content then the GDR shall give recommendations on stabilizing the subgrade in preparation for placement of the structural section. Include the thickness of the existing asphalt concrete and base material individually. If the report does not give sufficient information, it shall be returned and corrected at no expense to the City. The Consultant shall submit five (5) sets of the final geotechnical design report along with the previously checked reports.

5. Surveying and Topographic Mapping

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

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

Topography shall include, but not be limited to, all features within the right of way and 25 feet beyond. The topography shall extend a minimum of 300 feet beyond intersections.

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

The survey topography shall be submitted in ASC II format on CD-ROM and a hard copy plot provided using AutoCAD Land Development or compatible software approved by the City. Survey points with coordinates, elevations, and description key shall be AutoCAD Land Development Standard Survey Descriptions only, no other survey description will be allowed.

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

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6. Existing Utilities Research

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

The Consultant shall provide the City with acceptable Utility Notices. There will be first utility notice letter (Preliminary Project Notice) with response form, second utility notice letter (Prepare to Relocate) with response form, third utility notice letter (Notice to Relocate), and fourth utility notice letter (Notice to Relocate Immediately) provided to the City to be sent out by the consultant to the Utility Companies on City letterhead. The consultant will track and follow-up on responses or lack thereof.

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

7. Utility Potholing

The Consultant shall pothole all underground utilities to determine the depth for clearance or conflicts for any underground improvements such as gas lines, telephone lines, electrical lines, sewer lines, water lines, storm drain lines, etc. The Consultant shall submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan shall be submitted to the City after completion of that task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at **no** cost to the City. Potholes shall be repaired per City Standard Plan No. MVS1-132D-0.

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

8. Right-of-Way/Easement

The Consultant is required to perform basic right-of-way research to identify and ensure right-of-way boundary locations and right-of-way clearance prior to construction or require an easement prior to construction. The improvement plan shall show existing property lines with all right-of-way and easement areas, assessor's parcel numbers, addresses, owners and/or types of businesses.

a. The Consultant shall prepare all documents necessary for permanent easement and temporary construction easements and the City will have the documents executed by the affected property owners. This function must be completed at least thirty (30) days prior to finalizing plans and specifications for bidding purposes.

b. The Consultant shall identify all utilities that have prior rights.

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9. Preliminary Design (Conceptual Layout Plans at 35%)

The Consultant shall prepare two conceptual layout plans showing the basic road (or storm drain) alignment with the appropriate surface infrastructures: raised median, striping, tentative traffic signal pole locations, and locations for ADA compliant pedestrian access ramps where required for clarity. See Attachment 1, Exhibits "A1-5" for General Design Submission Requirements.

10. Submittals

- a. The Consultant shall submit five (5) sets of bond copies of the preliminary design drawings with each submittal for checking by the City, along with the previous red-lined check prints. The Consultant shall perform quality control on all submittals. The design drawings should be as complete, accurate, and error-free as possible before plan checking is considered, in order to reduce the number of plan checks required and related costs therefore to the City and Consultant.
- b. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.

C. PHASE 2 – 35%-100% DESIGN (PS&E: PROJECTS 1, 2 & 3)

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

1. Improvement Plan Preparation

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

- a. **Title Sheet** – include title sheet per City Standard Plan MVSI-168B-0.
- b. **Detail/Typical Cross Section Sheets** - include typical sections and other details as required
- c. **Roadway Improvement Plans** - includes plans for the proposed intersection and ADA compliant pedestrian access ramps which includes all necessary removals and repairs to the existing AC pavement and PCC sidewalks, etc.

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Plans shall provide roadway improvements in accordance with the City's standards.

- d. **Storm Drain Improvement Plans** - includes plans for the proposed and future inlets connection and catch basin which includes all necessary removals and replacement to the existing AC pavement and PCC sidewalks, etc. Plans shall provide storm drain improvements in accordance with RCFC & WCD and the City's standards.
- e. **Signing and Striping Plans** – includes existing and proposed access ramp locations and types, curbs, driveways, existing and proposed striping, crosswalks, traffic lane widths, existing and proposed traffic signal loop detectors, and existing and proposed signing (including signs upstream of the project segment that may be affected by the project).

For additional design requirements and information see Attachment 1 (Exhibit "A1, A2, A3, A4, and A5")

2. Deliverables

The design deliverables shall include, but not be limited to (See Attachment 1, Exhibit "A1, A2, A3, A4, and A5" for General Design Submission Requirements specific for each project): Legals and Plats for right-of-way and easements will be part of the 65% submittal package, improvement Plans ink on Mylar ready for advertising and bidding will be part of the 100% submittal package, along with Specifications (including appendices), and a complete Estimate, all wet seal stamp and signed by a licensed California Civil Engineer. The design shall be in compliance with current Federal Americans with Disabilities Act (ADA) and State Title 24 requirements, whichever is more restrictive. The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during design, bidding and construction; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings, including the pre-construction meeting.

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

The Plans, Specifications, and Estimate must conform to the City of Moreno Valley's standards and practices. The Consultant shall provide clear, concise, and complete plans and profiles which shall include, but are not limited to, the following items: project title; vicinity (location) map; title blocks; north arrows; scales 1"=20' for bridge and roadway improvements, nothing precludes the requirement to have drawings at a larger scale or larger scale for details); general notes; construction notes; construction legend; telephone numbers of utilities and other affected agencies and businesses; details; centerline profile; future north and south curb line profiles; existing improvements; power poles; driveway approaches; edge of pavement, water service relocation and/or installation; sewer manhole lid and water valve lid adjustment; pedestrian ramps; painting of traffic stripes and

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thermoplastic legends; signs; traffic signal; traffic loops (if any); curb returns; details of private improvements to be constructed, reconstructed, or relocated, such as driveways, fences, gates, irrigation systems, trees and landscaping; overhead utility lines; and other details that are of benefit to the design of the project.

- a. All drawings shall be prepared with AutoCAD Civil 3D software or design software that is compatible with the AutoCAD Civil 3D software approved by the City. The design shall be plotted using permanent drafting ink on Mylar, and drafted on twenty-four inch by thirty-six inch (24" x 36") Mylar sheets. The final plans shall be signed by a Civil Engineer registered in the State of California. No "stick-ons" will be allowed. The originals and the electronic data of these drawings are to be considered to be the property of the City at all times, and shall be submitted to the City, along with a CD-ROM disk in AutoCAD Civil 3D format upon completion or as otherwise directed by the City. The electronic data shall also include all survey data and point information.

- b. AutoCAD DRAWINGS

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

- i. Drawing scale is 1" = 20'.
 - ii. City title block and standards for drafting shall be used.
- c. The City will provide the Consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word, Windows 2000 format. The City will be responsible for compiling the Project Specification. The Consultant will provide a write up for the project specific scope of work in the Technical Specifications and provide special Technical Provisions beyond the City's standard Technical Provisions. The Specifications shall be signed by the consultant Civil Engineer registered in the state of California that is complete and ready for bidding purposes and awarding contracts for construction for the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the project, except for striping and traffic signs. The technical portion of the Caltrans Standard Specifications will be used for the striping and traffic signs.

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

- i. City of Moreno Valley
- ii. Standard Specifications for Public Works Construction (*Greenbook, current edition*)
- iii. State of California Transportation Department Standard Specifications and Standard Plans (latest version)
- iv. The consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

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

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

4. Final Estimate of Quantities and Cost

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

- a. Depending on the project, the estimated items of work with quantities shall include but not be limited to: itemizing all removals, relocations, clearing & grubbing, grading, trenching, drainage pipe (RCP, CMP, RCB), PCC sidewalk, PCC curb & gutter, PCC pedestrian access ramps, traffic signal poles, traffic signal equipment, traffic signal wiring, aggregate base, Asphalt Concrete (AC) paving, survey monument wells, SWPPP preparation, painting of pavement legends & striping, signs, traffic control, raised pavement markers, and project signs. The estimated items of work with quantities shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs. The engineer's estimate shall be prepared and submitted on the City's estimate form.

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- b. The Consultant will be required to periodically submit updated preliminary cost estimates as design progresses.
- c. The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final items of work with estimated quantities. Computations showing estimated quantities and costs for each location of work as well as the sum totals shall be submitted to the City for review along with a set of plans showing items of work with quantities on each sheet. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities.

5. Reproduction of the Design Drawings and Contract Documents

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

6. Questions During Bidding And Pre-Construction Meeting

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

D. PHASE 3 – CONSTRUCTION

1. Pre-Construction Meeting

The Consultant shall attend the Pre-construction Meeting and answer questions regarding the Technical Provisions and the design drawings during the meeting.

2. Construction

a. Questions During Construction

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

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

b. Preparation of As-Built Drawings

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

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c. GASB 34 Documentation

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

d. Owner Of Original Drawings, Documents And Other Information

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

V. CONSULTANT'S PROPOSAL AND COMPENSATION (APPLIES TO PROJECTS 1-5)

The Consultant's Proposal shall be no more than 30 pages. The page limits exclude a cover letter of up to two pages, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposal shall clearly segregate the scope, schedule, and DBE utilization for the bridge maintenance report contract. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the Request for Proposal will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

- A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).
- B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.
- C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.
- D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule.
- E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule.

The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.

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- F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent plan check reviews and 95% plan biddability/constructability/claims avoidance reviews.
- G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, telephone numbers and email addresses of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The Title Reports shall be a separate line item under the right-of-way task.

The resource allocation matrix, in addition to any tasks the Consultant chooses to list, shall include but not be limited to meetings, Traffic Studies, Hydrology/Hydraulics Studies, Storm Water Pollution Prevention Plans, right-of-way investigations, As-Built Drawings, and GASB 34 documentation.

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7. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.
8. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

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

9. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
12. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.** All extra work will require prior approval from the City.
13. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
14. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
15. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
16. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor

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Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

17. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
18. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

- H. **Applicable to Federal Funded Projects (Project 4 only).** The Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain Disadvantaged Business Enterprise (DBE) participation on this contract will assist the City in meeting its DBE goals for the Bridge Repair Maintenance Program.

DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Consultant shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race-Neutral Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal or even if there is a DBE goal, wins a subcontract from a prime Consultant that did not consider its DBE status in making the award.

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The City has established the following estimated goals for DBE participation on this project:

Bridge Maintenance Investigation	
DBE	5%

The City may adjust the percentages as more specific information becomes available.

Good faith efforts are required to meet the DBE contract goals. In order to show good-faith-effort in obtaining a DBE Consultant or sub-consultant, the following criteria have been established:

1. The Consultant can meet the goal, documenting commitments for participation by UDBE firms sufficient to meet the goal.
2. Even if the Consultant does not meet the goal, the Consultant can document adequate good faith efforts. The Consultant must show that they took all necessary reasonable steps to achieve the DBE goal.
3. A good-faith-effort by the prime Consultant in trying to secure participation by DBEs prior to award of this contract shall be documented and the documentation shall be submitted in writing. The following types of actions will be considered a part of the Consultants good faith efforts to obtain DBE participation.
4. Soliciting through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Consultant must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Consultant must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
5. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Consultant might otherwise prefer to perform these work items with their own forces.
6. Providing interested DBEs with adequate information about the requirements of the contract in a timely manner to assist them in responding to a solicitation.
7. Negotiating in good faith with interested DBEs. It is the Consultants responsibility to make a portion of the work available to DBE sub-consultants, and to select those portions of the work consistent with the available DBE sub-consultants, so as to facilitate DBE participation. Evidence of such negotiation includes: names, addresses, telephone numbers of DBEs that were considered; a description of the information provided regarding the work selected for sub-consulting, and evidence as to why agreements could not be reached for DBEs to perform the work.

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A proposer using good business judgment would consider a number of factors in negotiating with subconsultants including DBE subconsultants, and would take a firm's price and capabilities as well as the DBE contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

8. Not rejecting DBEs as being unqualified without reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations are not legitimate causes for the rejection or non-solicitation of proposals in the Consultant's efforts to meet the project goal.
9. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the recipient Consultant.
10. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
11. Effectively using the services of available minority or women community organizations, minority or women consulting groups, local, state and federal minority or women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Consultant shall complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES (APPLIES TO PROJECTS 1-5)

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT (APPLIES TO PROJECTS 1-5)

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

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

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VIII. PAYMENT TO CONSULTANT (APPLIES TO PROJECTS 1-5)

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans LAPM, as follows: The Consultant is paid based on the work performed.
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by Part, phase, and milestone.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:
 - 1. Report of Project Issues complete.
 - 2. Permit processing complete.
 - 3. 35% Level Completion is complete, including draft specification and/or initial draft reports (including Bridge Maintenance Report).
 - 4. 65% Level Completion is complete and/or draft Bridge Maintenance Reports
 - 5. 95% Level Completion is complete.
 - 6. 100% Level Completion is complete, PS&E, final reports (including Bridge Maintenance Report) or Specs.
 - 7. Project Bidding and Construction Support on a monthly basis.
 - 8. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.
- E. Invoices will specifically identify job title, person-hours, and costs incurred by each task. Only one invoice per month based on milestones completed.
- F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."
- G. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

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IX. INSURANCE (APPLIES TO PROJECTS 1-5)

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

GENERAL LIABILITY

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

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

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

- F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.
- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

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

X. INDEMNIFICATION (APPLIES TO PROJECTS 1-5)

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

XI. TERMINATION FOR CONVENIENCE OF THE CITY (APPLIES TO PROJECTS 1-5)

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished

or unfinished drawings, maps, documents, field notes and other materials produced and

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procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR (APPLIES TO PROJECTS 1-5)

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

XIII. CONTRACT (APPLIES TO PROJECTS 1-5)

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

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

XIV. GENERAL CONDITIONS (APPLIES TO PROJECTS 1-5)

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

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

- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. OTHER REQUIREMENTS (APPLIES TO PROJECTS 1-5)

The following requirements are mandatory:

- A. The Agreement may be subject to pre-award audit by the Department, which is estimated to take a minimum of thirty (30) calendar days from the time the Department

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receives the pre-award audit submittal. After the pre-award audit recommendations are received (if necessary), the Consultant's Proposal shall be adjusted by the Contract Manager to conform to the audit recommendations. The Consultant agrees that any audit recommendations regarding the contract amount, the Consultant's Proposal, or individual items of cost may be incorporated into the contract at the State's sole discretion. Refusal by the Consultant to incorporate the audit recommendations will be considered a breach of contract terms and cause for termination of the contract or rejection for consideration of contract.

- B. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.
- C. The Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to City, State, and the Federal Highway Administration at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to City, State, and the Federal Highway Administration. Such records shall be maintained by the Consultant for three (3) years following receipt of final payment.
- D. Cost Principles – Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.
- E. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- F. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
- G. Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented employees under current State Department of Personnel Administration rules listed in the Caltrans Travel Guide.

XVI. SELECTION CRITERIA (APPLIES TO PROJECTS 1-5)

The Consultant may be invited to a selection interview. The Proposals for Projects 1, 2, 3, and 4 will be rated/ranked according to the following criteria:

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

The Consultant may be invited to a selection interview. The Proposals for Project 5 will be rated/ranked according to the following criteria:

- A. Experience of Key Personnel (30 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm with specific emphasis on expertise in bridge work and reference information preferably with municipal agencies.
- B. Project Approach/Understanding/Value of Contribution (70 points) – Discussion on how the consultant team plans to approach the assignment; the organization necessary to complete the assignment; and value in the delivery of a quality product within the not-to-exceed budget of \$60,000 (all billing will be on a time and material basis identifying personnel by title).

Exhibits/Attachments (incorporated by reference):

Attachment 1	Exhibit "A1-A5" – General Design Submission Requirements
Attachment 2	Exhibit A-E – Location Maps
Attachment 3	City Standard Consultant Agreement (no changes to this agreement will be allowed) including the Supplemental Conditions to the Agreement
Attachment 4	Disclosure of Lobbying Activities (Form LLL)
Attachment 5	List of Subconsultants
Attachment 6	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment 7	Exhibit 10-O1 – Local Agency Proposer DBE Commitment
Attachment 8	Exhibit 10-O2 – Local Agency Proposer DBE Information
Attachment 9	Exhibit 15-H – Good Faith Efforts
Attachment 10	Supplementary General Conditions (This form only requires execution and submittal if the City accepts your proposal and sends you an Agreement for execution.)

ATTACHMENT 1

Exhibit "A1"
General Design Submission Requirements
ADA RAMP IMPROVEMENTS AT VARIOUS LOCATIONS
Project No. 801 0008 70 77

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

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

2. **65 % Level Completion:** Resolve right-of-way issues; complete detailed street, traffic signal, and drainage design; complete project specific plans improvements.
 - Overall Design progress must be at a level that was established in the critical path.
 - Horizontal and Vertical alignments are complete.
 - Draft Specifications, including General Provisions and Special Provisions, are complete.
 - Complete Engineer's Estimate reflecting 65% complete level design work effort.

- 2nd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 35% have been addressed.
 - Follow-up meetings with utility companies, if necessary, have taken place.
 - All existing utility conflicts are addressed and resolved, and tracked using a utility response matrix.
 - All right-of-way and easement needs are shown and finalized, and ownership is confirmed, if necessary, with Title Reports.
 - Finalize Legals and Plats.
3. **95% Level Completion:** Obtain all needed right-of-way; complete plans, specifications, and estimates and submit for final review and comments.
- All design documents (PS&E) are essentially complete as if ready to bid.
 - PS&E is ready to submit for review.
 - Specifications document includes General Provisions and Special Provisions and shall be complete in every manner.
 - Liquidated damage calculation is complete.
 - 100% Engineer's Estimate is complete. It shall be at or 10% (maximum) below the construction budget amount provided by the City.
 - 3rd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 65% have been addressed.
 - Ready for biddability, claim avoidance, and constructability reviews.
 - All right-of-way and easement documents have been obtained, or are in the final process of being obtained.
4. **100 % Level Completion:** Final detail to plans, specifications and estimates ready for signatures.
- PS&E is ready for signature.
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 95% have been addressed.
 - Project is ready for advertisement.
 - All available and applicable permits have been received.
 - Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.
 - All right-of-way and easement documents have been obtained.

Exhibit "A2, & A3"
General Design Submission Requirements
A2-ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS, AND JOHN F. KENNEDY
DRIVE STREET IMPROVEMENTS
A3-SUNNYMEAD MASTER DRAINAGE PLAN LINE F AND LINE F-7

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

1. **35% Level Completion:** Complete supporting plans and estimates for Project Summary Memorandum (PSM); complete Special (Technical) Provisions outline; resolve alternatives and alignment issues; identify preliminary right-of-way and easement needs; complete Geotechnical Report; complete Hydrology and Hydraulic reports; and complete environmental documentation; and obtain all environmental approvals (Bridge Project: US Army Corps of Engineers (COE), United States Department of Fish and Wildlife, Water Quality Control Board (WQCB)).
 - Report of Project Issues if required as part of the PSM, is based upon the City boiler format and is complete.
 - Basis for design are established and preliminary level design (foot print) is frozen. There are either few or no more basic design changes.
 - Initial plan review by all city departments, utility companies, and other associated agencies is complete.
 - As necessary, public meetings have taken place and the concept is established and approved.
 - City client departments have signed-off on the design.
 - City's Drawing standards are to be used.
 - Conceptual work is complete and the design is ready to proceed in to PS&E documentation phase.
 - Surveys are completed and boundaries established on plans.
 - Horizontal and Vertical alignments are established on plans.
 - Curb/gutter lines to centerline dimensions are shown on plans.
 - Intersection and corner radius information is shown on plans.
 - Parcel delineation, with site address and Assessor's Parcel Number, are shown on plans.
 - Special (Technical) Provisions outline is established and is based on City's boiler format.
 - Preliminary Engineer's Estimate is compared to project budget – perform a reality check.
 - Design Schedule, with required critical path, is approved.
 - Inter-/Intra-discipline Quality Assurance/Quality Control check is performed.
 - Geotechnical Report is complete.
 - Hydrology and Hydraulic reports are complete and approved (A3-Drainage Project).
 - Utilities initial investigation is complete and tracked using a utility response matrix.
 - First meeting with utility companies has taken place and all are on-board.
 - Proposed utilities' connections/improvements, etc., are essentially agreed upon.
 - Existing utilities to be relocated, to be abandoned, and/or re-routed are established and agreed upon.
 - Meeting with all other interested parties, such as fire and police, etc., have taken place.

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

5.

- Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.
- All right-of-way and easement documents have been obtained.

Exhibit "A4"
General Design Submission Requirements
BRIDGE MAINTENANCE INVESTIGATION (NO PS&E)
Project No. 802 0002 70 77

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

1. **35% Level Completion:** Draft Bridge Report documenting maintenance concerns and addressing maintenance issues with 50% completed Caltrans Bridge inspection forms and an estimated Bridge Report maintenance cost.
2. **65% Level Completion:** Completed draft Bridge Report and 100% of the bridges inspected with attached Caltrans Bridge inspection forms, preliminary priority ranking and estimated cost.
3. **95% Level Completion:** Complete draft Final Bridge Report addressing all redline comments and concerns with completed attached Caltrans Bridge inspection forms and estimated repair cost and proposed repair/maintenance schedule.
4. **100% Level Completion:** Complete final Bridge Report with attached Caltrans Bridge inspection forms in the appendix, estimated repair cost, and maintenance priorities, all in Caltrans Reporting format.

Exhibit "A5"
General Design Submission Requirements
INDIAN STREET / CARDINAL AVENUE BRIDGE (OVER CHANNEL LATERAL A)

The scope of work consists of preparing a Project Report that will highlight sufficient technical details such as structural and geotechnical related information, environmental concerns, right of way requirements, permits needed and, probable construction and project costs. Since the proposed bridge will span over the Riverside County Flood Control District storm channel facility, all of the District's requirements must be taken into consideration in identifying the most suitable bridge crossing. The bridge size and roadway elevations will depend on the water surface elevation of the 100-year storm flow into the bridge taking into account freeboard as required by the District. Design issues such as span length and structure depth, type of foundation, bridge type, construction phasing, utilities, aesthetics, etc. need to be considered. The consultant is also required to specify all key scope of work elements for the next (detail design and construction bid document preparation) phase of the work so that the needed services can be procured when adequate funding becomes available.

ATTACHMENT 1

Exhibit "A1"
General Design Submission Requirements
ADA RAMP IMPROVEMENTS AT VARIOUS LOCATIONS
Project No. 801 0008 70 77

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

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

2. **65 % Level Completion:** Resolve right-of-way issues; complete detailed street, traffic signal, and drainage design; complete project specific plans improvements.
 - Overall Design progress must be at a level that was established in the critical path.
 - Horizontal and Vertical alignments are complete.
 - Draft Specifications, including General Provisions and Special Provisions, are complete.
 - Complete Engineer's Estimate reflecting 65% complete level design work effort.

- 2nd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 35% have been addressed.
 - Follow-up meetings with utility companies, if necessary, have taken place.
 - All existing utility conflicts are addressed and resolved, and tracked using a utility response matrix.
 - All right-of-way and easement needs are shown and finalized, and ownership is confirmed, if necessary, with Title Reports.
 - Finalize Legals and Plats.
3. **95% Level Completion:** Obtain all needed right-of-way; complete plans, specifications, and estimates and submit for final review and comments.
- All design documents (PS&E) are essentially complete as if ready to bid.
 - PS&E is ready to submit for review.
 - Specifications document includes General Provisions and Special Provisions and shall be complete in every manner.
 - Liquidated damage calculation is complete.
 - 100% Engineer's Estimate is complete. It shall be at or 10% (maximum) below the construction budget amount provided by the City.
 - 3rd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 65% have been addressed.
 - Ready for biddability, claim avoidance, and constructability reviews.
 - All right-of-way and easement documents have been obtained, or are in the final process of being obtained.
4. **100 % Level Completion:** Final detail to plans, specifications and estimates ready for signatures.
- PS&E is ready for signature.
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 95% have been addressed.
 - Project is ready for advertisement.
 - All available and applicable permits have been received.
 - Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.
 - All right-of-way and easement documents have been obtained.

Exhibit "A2, & A3"
General Design Submission Requirements
A2-ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS, AND JOHN F. KENNEDY
DRIVE STREET IMPROVEMENTS
A3-SUNNYMEAD MASTER DRAINAGE PLAN LINE F AND LINE F-7

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

1. **35% Level Completion:** Complete supporting plans and estimates for Project Summary Memorandum (PSM); complete Special (Technical) Provisions outline; resolve alternatives and alignment issues; identify preliminary right-of-way and easement needs; complete Geotechnical Report; complete Hydrology and Hydraulic reports; and complete environmental documentation; and obtain all environmental approvals (Bridge Project: US Army Corps of Engineers (COE), United States Department of Fish and Wildlife, Water Quality Control Board (WQCB)).
 - Report of Project Issues if required as part of the PSM, is based upon the City boiler format and is complete.
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 - City client departments have signed-off on the design.
 - City's Drawing standards are to be used.
 - Conceptual work is complete and the design is ready to proceed in to PS&E documentation phase.
 - Surveys are completed and boundaries established on plans.
 - Horizontal and Vertical alignments are established on plans.
 - Curb/gutter lines to centerline dimensions are shown on plans.
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 - Parcel delineation, with site address and Assessor's Parcel Number, are shown on plans.
 - Special (Technical) Provisions outline is established and is based on City's boiler format.
 - Preliminary Engineer's Estimate is compared to project budget – perform a reality check.
 - Design Schedule, with required critical path, is approved.
 - Inter-/Intra-discipline Quality Assurance/Quality Control check is performed.
 - Geotechnical Report is complete.
 - Hydrology and Hydraulic reports are complete and approved (A3-Drainage Project).
 - Utilities initial investigation is complete and tracked using a utility response matrix.
 - First meeting with utility companies has taken place and all are on-board.
 - Proposed utilities' connections/improvements, etc., are essentially agreed upon.
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 - Meeting with all other interested parties, such as fire and police, etc., have taken place.

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

- Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.
- All right-of-way and easement documents have been obtained.

Exhibit "A4"
General Design Submission Requirements
BRIDGE MAINTENANCE INVESTIGATION (NO PS&E)
Project No. 802 0002 70 77

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

1. **35% Level Completion:** Draft Bridge Report documenting maintenance concerns and addressing maintenance issues with 50% completed Caltrans Bridge inspection forms and an estimated Bridge Report maintenance cost.
2. **65% Level Completion:** Completed draft Bridge Report and 100% of the bridges inspected with attached Caltrans Bridge inspection forms, preliminary priority ranking and estimated cost.
3. **95% Level Completion:** Complete draft Final Bridge Report addressing all redline comments and concerns with completed attached Caltrans Bridge inspection forms and estimated repair cost and proposed repair/maintenance schedule.
4. **100% Level Completion:** Complete final Bridge Report with attached Caltrans Bridge inspection forms in the appendix, estimated repair cost, and maintenance priorities, all in Caltrans Reporting format.

Exhibit "A5"
General Design Submission Requirements
INDIAN STREET / CARDINAL AVENUE BRIDGE (OVER CHANNEL LATERAL A)

The scope of work consists of preparing a Project Report that will highlight sufficient technical details such as structural and geotechnical related information, environmental concerns, right of way requirements, permits needed and, probable construction and project costs. Since the proposed bridge will span over the Riverside County Flood Control District storm channel facility, all of the District's requirements must be taken into consideration in identifying the most suitable bridge crossing. The bridge size and roadway elevations will depend on the water surface elevation of the 100-year storm flow into the bridge taking into account freeboard as required by the District. Design issues such as span length and structure depth, type of foundation, bridge type, construction phasing, utilities, aesthetics, etc. need to be considered. The consultant is also required to specify all key scope of work elements for the next (detail design and construction bid document preparation) phase of the work so that the needed services can be procured when adequate funding becomes available.

ATTACHMENT 2

**CITY OF MORENO VALLEY
ADA RAMP IMPROVEMENTS
AT VARIOUS LOCATIONS
PROJECT (CDBG FUNDED)**

- RPP Base Bid Locations
- RPP Alt A Bid Locations
- RPP Alt B Bid Locations
- ⋈ Highways
- ⋈ MV Roads
- CDBG Target Areas
- ⊕ Moreno Valley

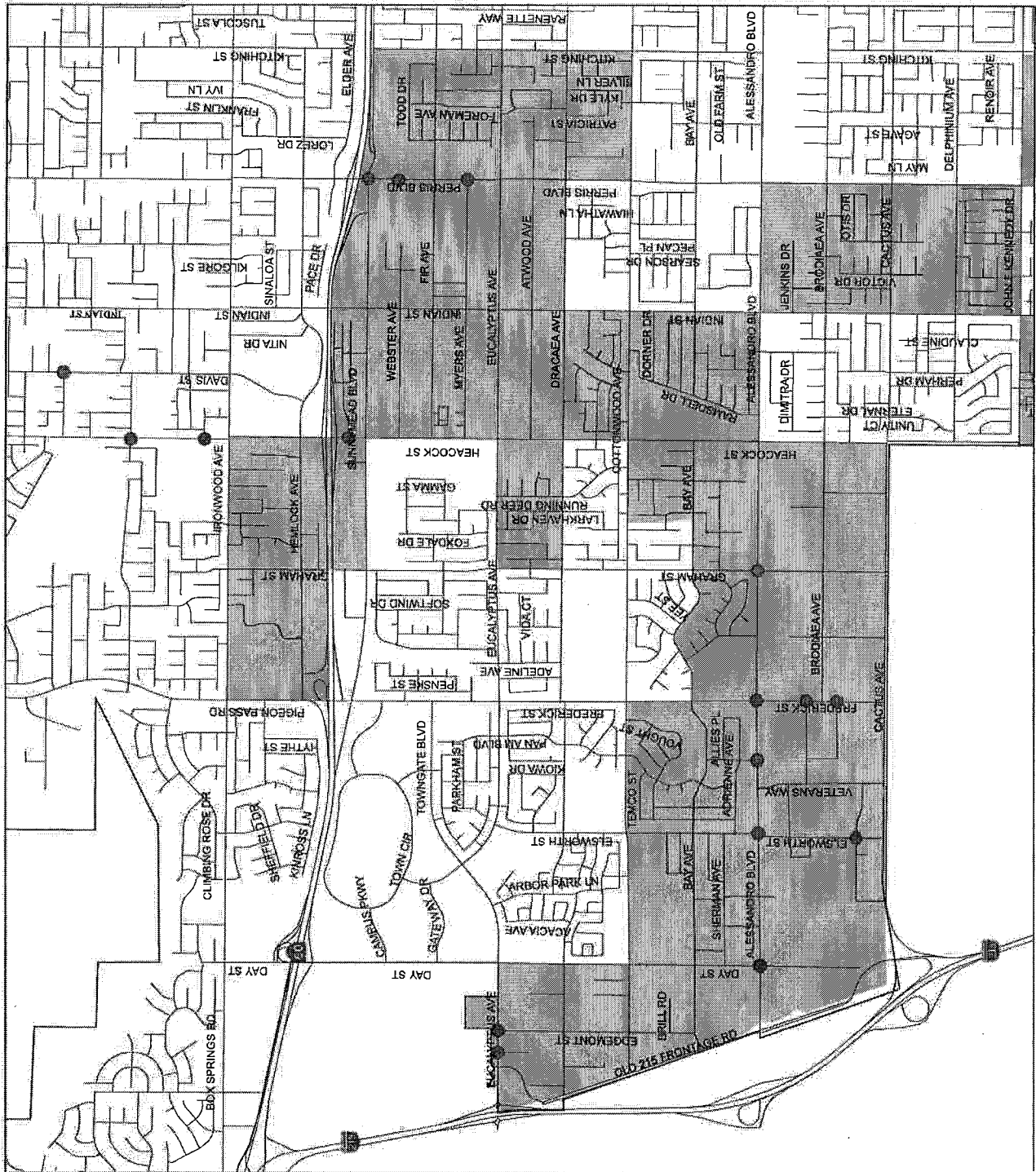
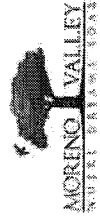
Attachment 2
Exhibit A
Project 1



Map Produced by Moreno Valley
Geographic Information System

Geographic Information System
State Plane, NAD 83 California Zone 6 East
G:\ArcMap\CapitalProject\CDBG_RFP.mxd
July 29, 2014

This information is for informational purposes only and is not intended to be used for any other purpose. The City of Moreno Valley is not responsible for any errors or omissions in this information. The City of Moreno Valley is not responsible for any damages, including consequential damages, arising from the use of this information.



ACCESS RAMP RE-CONSTRUCTION LOCATIONS

Location of Intersection (Alternative List A)	Surveying Request	No. Of Non-Compliant Corners	Comments
Heacock St_ Gregory Ln	No	4	
Heacock St_ Kernwood Dr	Yes	2	
Heacock St_ Postal Ave	No	2	
Total Corners:		8	

ATTACHMENT 2
EXHIBIT A
PROJECT 1

ACCESS RAMP RE-CONSTRUCTION LOCATIONS

Location of Intersection (Alternative List B)	Surveying Request	No. Of Non-Compliant Corners	Comments
Perris Blvd_Myers Ave	Yes	2	
Perris Blvd_Sunnymead Blvd	No	2	west two corners are in-Compliance
Perris Blvd_Webster Ave	No	2	
Lancaster Ln_Eucalyptus Ave	Yes	2	
Total Corners:		8	

ATTACHMENT 2
EXHIBIT A
PROJECT 1

Elsworth St. Improvements Alessandro Blvd to Sherman Ave.

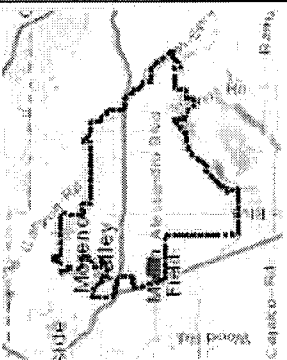


657.1 0 328.54 657.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 4/17/2014

DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County 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.



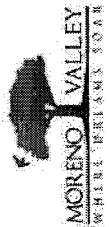
Legend

ATTACHMENT 2
EXHIBIT B
PROJECT 2

PROJECT LIMITS

Notes

John F. Kennedy Drive Improvements From Heacock St to Paige Ave

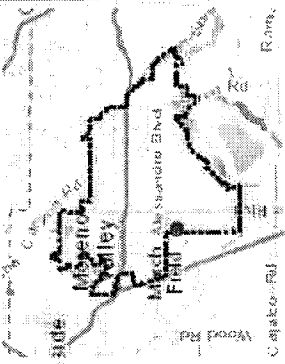


443.4 0 221.69 443.4 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 4/17/2014

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Legend

ATTACHMENT 2
EXHIBIT B
PROJECT 2

PROJECT LIMITS

Notes

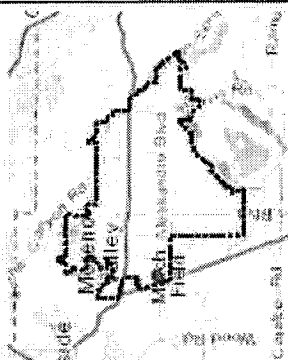
Sherman Avenue Improvements From Day St to Pepper St



WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 4/17/2014

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Legend

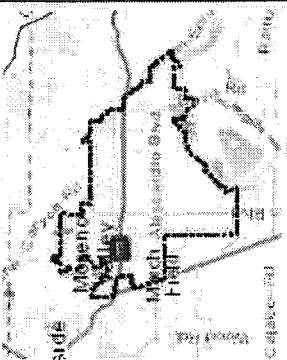
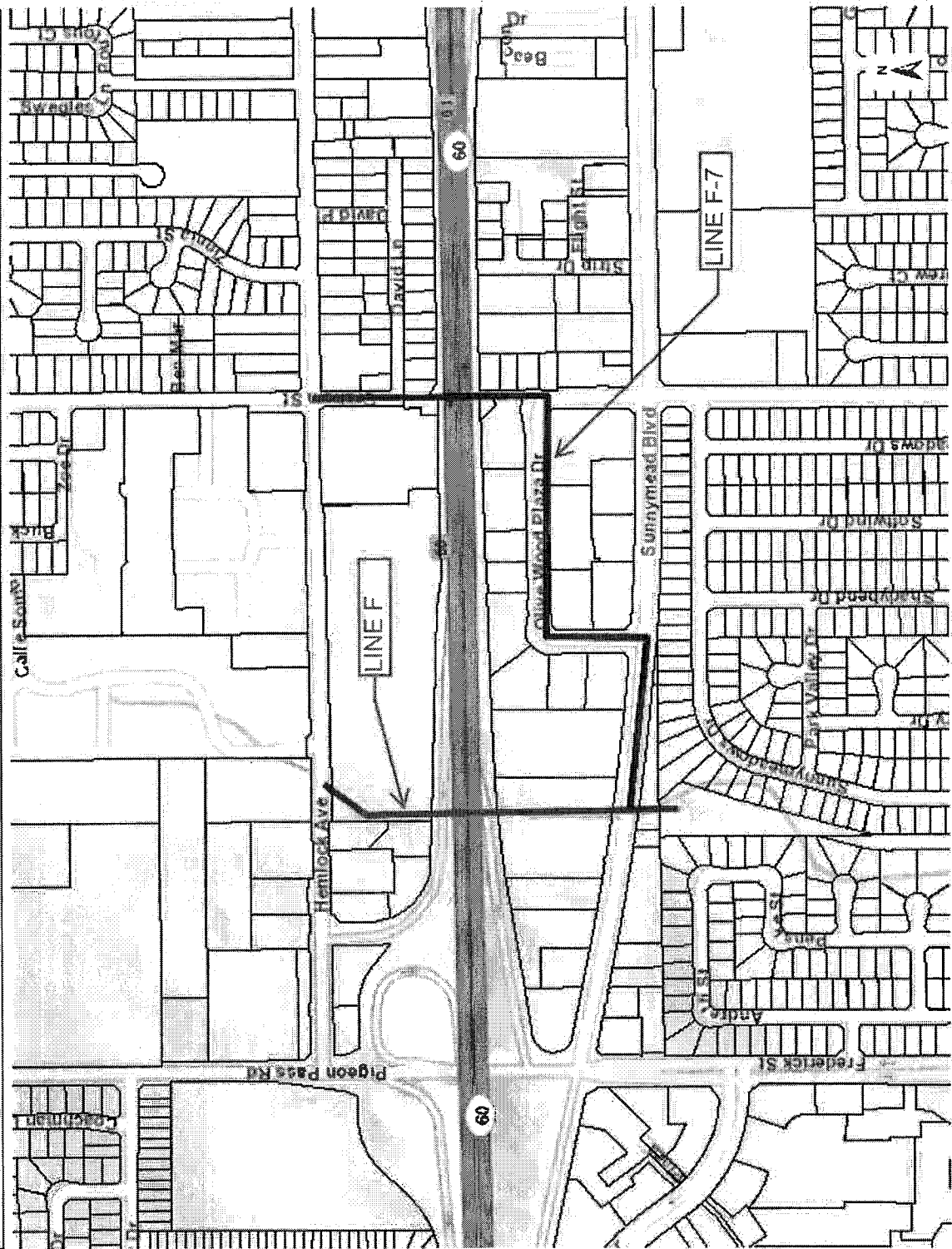
- ATTACHMENT 2
- EXHIBIT B
- PROJECT 2

PROJECT LIMITS



Notes

SUNNYMEAD MDP - STORM DRAIN LINES F AND F-7



- Legend**
- Public Facilities
 - Public Facilities (black square)
 - Fire Stations (black star)
 - Parcels (thin black outline)
 - City Boundary (thick black outline)
 - Sphere of Influence (dashed black outline)

ATTACHMENT 2
EXHIBIT C
PROJECT 3

Notes

DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County 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.



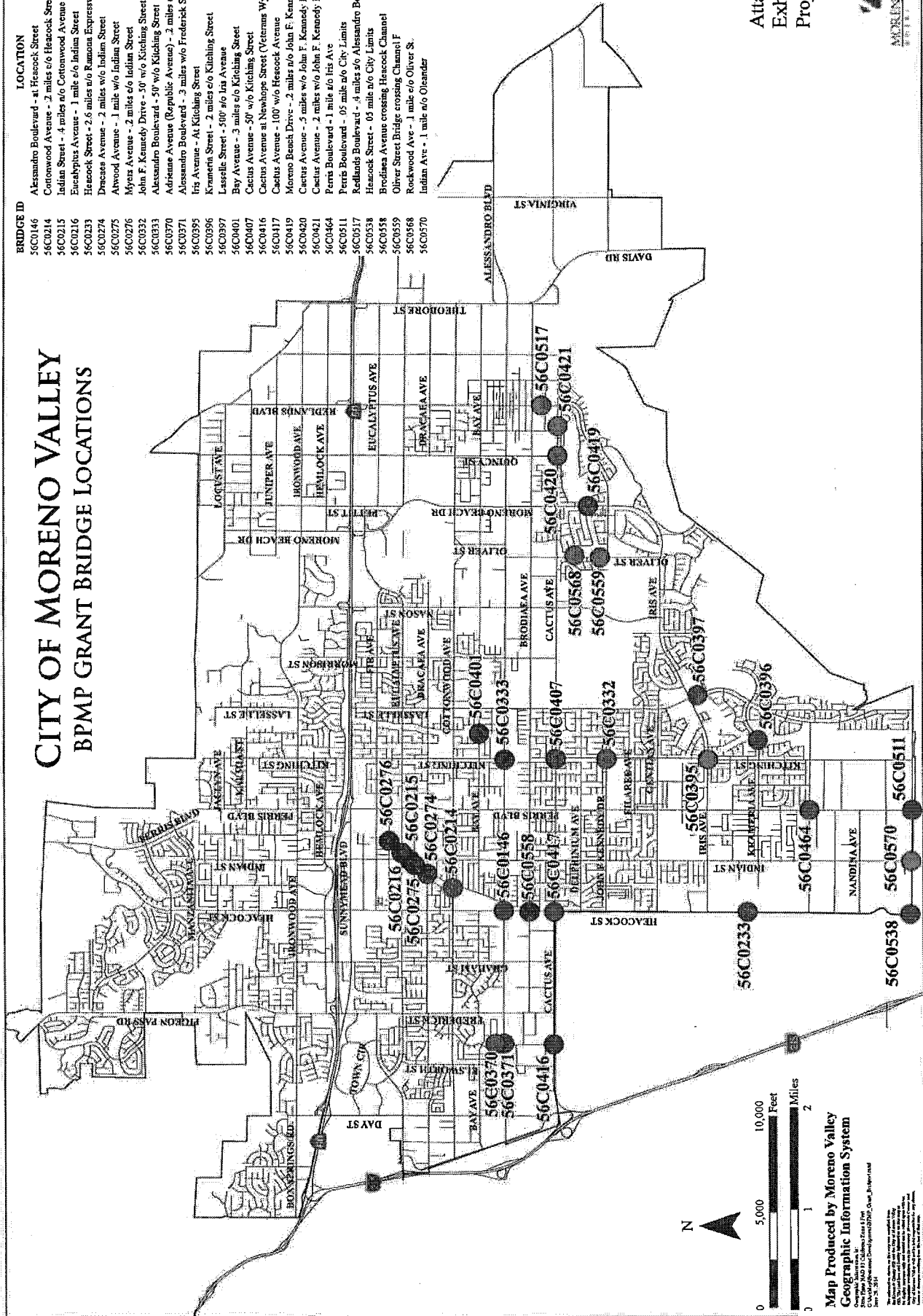
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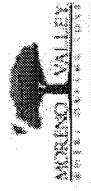
CITY OF MORENO VALLEY

BMP GRANT BRIDGE LOCATIONS

BRIDGE ID	LOCATION
56C0146	Alessandro Boulevard - at Heacock Street
56C0214	Cottonwood Avenue - 2 miles s/o Heacock Street
56C0215	Indian Street - 4 miles n/o Cottonwood Avenue
56C0216	Eucalyptus Avenue - 1 mile e/o Indian Street
56C0233	Heacock Street - 2.6 miles n/o Ramona Expressway
56C0274	Ducasse Avenue - 2 miles w/o Indian Street
56C0275	Atwood Avenue - 1 mile w/o Indian Street
56C0276	Myers Avenue - 2 miles e/o Indian Street
56C0332	John F. Kennedy Drive - 50' w/o Kitching Street
56C0333	Alessandro Boulevard - 50' w/o Kitching Street
56C0370	Adrienne Avenue (Republic Avenue) - 2 miles s/o Elsworth Ave
56C0371	Alessandro Boulevard - 2 miles w/o Frederick Street
56C0395	Ira Avenue - At Kitching Street
56C0396	Kramenia Street - 2 miles e/o Kitching Street
56C0397	Lasselle Street - 500' s/o Ira Avenue
56C0401	Bay Avenue - 3 miles e/o Kitching Street
56C0416	Cactus Avenue - 50' w/o Kitching Street
56C0417	Cactus Avenue at Newhope Street (Veterans Wy)
56C0419	Cactus Avenue - 100' w/o Heacock Avenue
56C0420	Moreno Beach Drive - 2 miles n/o John F. Kennedy Drive
56C0421	Cactus Avenue - 5 miles w/o John F. Kennedy Drive
56C0464	Perris Boulevard - 1 mile s/o Iris Ave
56C0511	Perris Boulevard - 05 mile s/o City Limits
56C0517	Redlands Boulevard - 4 miles s/o Alessandro Boulevard
56C0534	Heacock Street - 03 mile n/o City Limits
56C0558	Brodiana Avenue crossing Heacock Channel
56C0559	Oliver Street Bridge crossing Channel F
56C0568	Rockwood Ave - 1 mile e/o Olive St.
56C0570	Indian Ave - 1 mile n/o Olander



Attachment 2
Exhibit D
Project 4



Map Produced by Moreno Valley
Geographic Information System
Copyright © 2010 City of Moreno Valley
City of Moreno Valley GIS Department
June 25, 2010

BRIDGE ID and LOCATION		
1	56C0146	Alessandro Boulevard - at Heacock Street
2	56C0214	Cottonwood Avenue - .2 miles e/o Heacock Street
3	56C0215	Indian Street - .4 miles n/o Cottonwood Avenue
4	56C0216	Eucalyptus Avenue - .1 mile e/o Indian Street
5	56C0233	Heacock Street - 2.6 miles n/o Ramona Expressway
6	56C0274	Dracaea Avenue - .2 miles w/o Indian Street
7	56C0275	Atwood Avenue - .1 mile w/o Indian Street
8	56C0276	Myers Avenue - .2 miles e/o Indian Street
9	56C0332	John F. Kennedy Drive - 50' w/o Kitching Street
10	56C0333	Alessandro Boulevard - 50' w/o Kitching Street
11	56C0370	Adrienne Avenue (Republic Avenue) - .2 miles e/o Elsworth Ave
12	56C0371	Alessandro Boulevard - .3 miles w/o Frederick Street
13	56C0395	Iris Avenue - At Kitching Street
14	56C0396	Krameria Street - .2 miles e/o Kitching Street
15	56C0397	Lasselle Street - 500' s/o Iris Avenue
16	56C0401	Bay Avenue - .3 miles e/o Kitching Street
17	56C0407	Cactus Avenue - 50' w/o Kitching Street
18	56C0416	Cactus Avenue at Newhope Street (Veterans Wy)
19	56C0417	Cactus Avenue - 100' w/o Heacock Avenue
20	56C0419	Moreno Beach Drive - .2 miles n/o John F. Kennedy Drive
21	56C0420	Cactus Avenue - .5 miles w/o John F. Kennedy Drive
22	56C0421	Cactus Avenue - .2 miles w/o John F. Kennedy Drive
23	56C0464	Perris Boulevard - 1 mile s/o Iris Ave
24	56C0511	Perris Boulevard - .05 mile n/o City Limits
25	56C0517	Redlands Boulevard - .4 miles s/o Alessandro Boulevard
26	56C0538	Heacock Street - .05 mile n/o City Limits
27	56C0558	Brodiaea Avenue crossing Heacock Channel
28	56C0559	Oliver Street Bridge crossing Channel F
29	56C0568	Rockwood Ave - .1 mile e/o Oliver St.
30	56C0570	Indian Ave - .1 mile n/o Oleander

Attachment 2

Exhibit D

Project 4

Indian St / Cardinal Ave Bridge (Over Channel Lateral A)



1,134.3

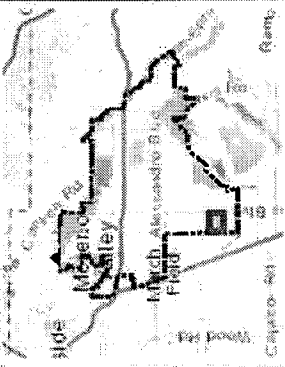
567.16

1,134.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 5/22/2014

DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County 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.



Legend

- Road Labels
- Parcels
- City Boundary
- Sphere of Influence

ATTACHMENT 2
EXHIBIT E
PROJECT 5

Notes

ATTACHMENT 3

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. _____**

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

RECITALS

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

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

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

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

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

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

**AGREEMENT FOR PROFESSIONAL
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PROJECT NO.**

DESCRIPTION OF PROJECT

1. The Project is described as _____
Project No. _____.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

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

TIME FOR PERFORMANCE

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

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

Or

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring

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PROJECT NO.**

expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

SPECIAL PROVISIONS

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

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

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any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

**AGREEMENT FOR PROFESSIONAL
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PROJECT NO.**

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

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

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

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

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

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor

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shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

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

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

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

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO.**

California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

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

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

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____
Chief Financial Officer
/City Manager/Mayor
(Select only one please)

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

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

EXHIBIT C

**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

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

EXHIBIT C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$ _____.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the _____ Department at
<email address>@moval.org or calls directed to (951) 413-????.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT D

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

ATTACHMENT 4

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <div style="margin-left: 100px;">Tier _____, if known</div> Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i>	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year _____ to _____)

I, , hereby certify on behalf
(Name and title of Grantee official)

of The City of Moreno Valley, that
(Name of Grantee)

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, an cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ of _____, 20__.

By:
(Signature of authorized official)

(Title of authorized official)

W:\CapProj\CapProj\BOILER\Consultant\RFP-Letter-Attachment\Boiler-RFP Attachment-Form LLL-DBE.doc

ATTACHMENT 5

LIST OF SUBCONSULTANTS

PROJECT NAME: _____

PROJECT NO: _____

CONSULTANT NAME: _____

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

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

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

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

ATTACHMENT 6

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

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

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

Distribution: 1) Original – Local Agency File

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

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

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

Distribution: 1) Original – Local Agency File

ATTACHMENT 7

EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature _____	
19. Local Agency Representative Name (Print) _____		12. Preparer's Name (Print) _____	
20. Local Agency Representative Signature _____	21. Date _____	13. Preparer's Title _____	
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____	14. Date _____	15. (Area Code) Tel. No. _____

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

ATTACHMENT 8

EXHIBIT 10-02: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section			13. Total Dollars Claimed
20. Local Agency Contract Number: _____			\$ _____
21. Federal-aid Project Number: _____			14. Total % Claimed
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	
Caltrans to Complete this Section			15. Preparer's Signature _____
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			16. Preparer's Name (Print) _____
			17. Preparer's Title _____
			18. Date _____ 19. (Area Code) Tel. No. _____
28. DLAE Name (Print) _____		29. DLAE Signature _____	30. Date _____

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

ATTACHMENT 9

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

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

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

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

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

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

<u>Publications</u>	<u>Dates of Advertisement</u>

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

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

ATTACHMENT 10

**CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- (5) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- (9) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

- (10) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- (12) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- (13) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

City of Moreno Valley

BY: _____

Date

Contractor/Consultant Name

BY: _____

TITLE: _____

(Select only one please)
(President or Vice President)

Date

BY: _____

TITLE: _____

(Corporate Secretary)

Date



**ADDENDUM NO. 1
TO THE REQUEST FOR PROPOSAL
FOR PROFESSIONAL DESIGN CONSULTANT SERVICES
FOR FIVE (5) PROJECTS**

1. **ADA RAMP IMPROVEMENTS AT VARIOUS LOCATIONS**
Project No. 801 0008 70 77
2. **ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS, AND JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS**
Project No. 801 0059 70 77 and Project No. 801 0060 70 77
3. **SUNNYMEAD MASTER DRAINAGE PLAN LINE F AND LINE F-7**
Project No. 804 0008 70 77
4. **BRIDGE MAINTENANCE INVESTIGATION (NO PS&E)**
Project No. 802 0002 70 77
5. **INDIAN STREET / CARDINAL AVENUE BRIDGE (OVER CHANNEL LATERAL A)**
Project No. 802 0004 70 77

June 23, 2014

TO: PROSPECTIVE PROPOSERS

This Addendum forms a part of the Request for Proposal (RFP) for the above-identified projects and modifies the original RFP as noted below. Portions of the RFP, not specifically mentioned by the Addendum, remain in force.

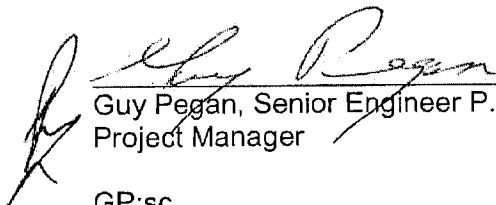
1. Subsection H. Applicable to Federal Funded Projects (Project 4 only):

Section IV SCOPE OF SERVICES, Subsection H, there will not be any DBE requirements as part of Project 4: **BRIDGE MAINTENANCE INVESTIGATION**. Deletion of Attachments 6, 7, 8, & 9 are inclusive with the removal of Subsection H DBE requirements for Project 4.

All consultants submitting proposals for this project are **required** to acknowledge receipt of this Addendum No. 1 and include in their submitted proposal.

If you have any questions, please contact Guy Pegan, Project Manager, at 951.413.3130.

Sincerely,



Guy Pegan, Senior Engineer P.E.
Project Manager

6/23/2014
Date

GP:sc

W:\CapProj\CapProj\PROJECTS\GP - 801 0008 - Cycle 5 CDBG-ADA Ramp Imp\Design Phase\Consultant - Addendums\Addendum #1 062314 (v2).doc

August 13, 2014

Marge Lazarus, Senior Engineer, PE
Public Works Department
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE: Clarifications for Proposal and Qualifications for Professional Design and Consultant Services for Elsworth Street and Sherman Avenue Sidewalks, and John F. Kennedy Drive Street Improvements (Project Number: 801 0059 70 77 and 801 0060 70 77) for the City of Moreno Valley's Capital Projects Division.

Dear Marge:

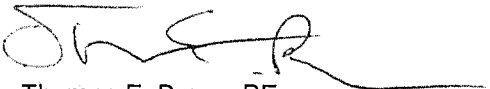
Thank you giving us the opportunity to support you on the above two noted projects. As we discussed, we have made a few changes to our proposal submittal to work with City constraints. The following changes/clarifications were made:

1. The environmental portions will no longer be needed as the City has completed this effort in house. We revised the fee matrices, and schedules to eliminate this item. The portions of the scope in the RFP and in our proposal relating to environmental support will no longer be applicable.
2. The construction support will no longer be needed for the JFK work as the City currently does not have a funding source identified. We revised the fee matrix, and schedule to eliminate this item. The portions of the scope in the RFP and in our proposal relating to construction support will no longer be applicable.
3. The JFK fee estimate was reduced to work with a City funding constraint. The fee reduction involved:
 - Elimination of the Environmental Support (item #1 above)
 - Elimination of the Construction Support (item #2 above)
 - Reduction in the reimbursables allowance (since the project is not presently planned to go to bid, the significant number of copies of PS and E will not be needed)
 - Reduction in Principle hours, and various other design categories.
 - JFK Fee Summary:
 - Design Phase (Phases 1 and 2, including reimbursables): \$90,401
 - Grand Total: \$90,401

4. The Elsworth fee estimate was reduced to work with City directives. The fee reduction involved:
 - Elimination of the Environmental Support (item #1 above)
 - Reduction in Principle hours, and various other design categories.
 - The PSM category was reduced with the understanding that the PSM will be a letter that briefly summarizes the preliminary work, and references studies (such as the soils report) vs. including a summary of the soils report.
 - Meeting hours were reduced with the understanding that there will be a few initial meetings, and then normally only with submittals.
 - An "additional as needed services" category was added. This will only be used with City authorization.
 - Elsworth Fee Summary:
 - Design Phase (Phases 1 and 2, including reimbursables): \$97,975
 - Construction Support: \$11,976
 - Additional As-needed Services: \$10,000
 - Grand Total: \$119,951
5. The City has a funding constraint and desires to have the Elsworth construction completed in April 2015. We revised the schedule for the Elsworth work to reflect that completion date. The JFK schedule was not as critical so the dates were shifted a few weeks to allow the team to focus on the Elsworth work. Also, we provided additional detail for the submittal dates and City review (this was done for both JFK and Elsworth schedules).
6. The QC effort will be completed by Per Hernholm. His resume is attached. Per will not be directly involved in the design, so he will be an "independent" reviewer. Mike Ng will handle the QC within the design team before it goes to Per for independent review.
7. There will be one contract, but each project (JFK and Elsworth) will need to be invoiced and tracked separately. There will be two plan sets.

Thank you again for the opportunity to be of service. We are eager to be part of your team.

Sincerely,



Thomas E. Braun, PE
Principal



Michael Ng, PE
Sr. Project Manager

**CITY OF MORENO VALLEY
ELSWORTH ST. AND SHERMAN AVE. SIDEWALK IMPROVEMENTS**
Project Schedule
Prepared by: Proactive Engineering Consultants, Inc.

ID	Task Name	Duration	Start	Finish	2015											
					3rd Quarter	4th Quarter	1st Quarter	2nd Quarter								
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		
1	Notice to Proceed	0 days	Mon 9/15/14	Mon 9/15/14												
2																
3	Survey / Mapping	28 days	Mon 9/15/14	Wed 10/22/14												
4	Research	3 days	Mon 9/15/14	Wed 9/17/14												
5	Site Topography	15 days	Thu 9/18/14	Wed 10/8/14												
6	ROW Base Mapping	10 days	Thu 9/18/14	Wed 10/1/14												
7	CL Ties & Stationing	15 days	Thu 10/2/14	Wed 10/22/14												
8	Potholing	10 days	Mon 9/22/14	Fri 10/3/14												
9																
10	Geotechnical	30 days	Mon 9/15/14	Fri 10/24/14												
11	Obtain Permits	1 wk	Mon 9/15/14	Fri 9/19/14												
12	Obtain Boring Samples	2 wks	Mon 9/22/14	Fri 10/3/14												
13	Testing and Evaluation	2 wks	Mon 10/6/14	Fri 10/17/14												
14	Prepare Reports	1 wk	Mon 10/20/14	Fri 10/24/14												
15																
16	Project Summary Letter	25 days	Mon 9/22/14	Fri 10/24/14												
17																
18	Utility Coordination / Notification	70 days	Mon 9/22/14	Fri 12/26/14												
19																
20	Civil / Drainage	80 days	Mon 9/15/14	Fri 1/2/15												
21	Phase 1 Preliminary Design 35%	30 days	Mon 9/15/14	Fri 10/24/14												
22	City Plan Review	10 days	Mon 10/27/14	Fri 11/7/14												
23	Phase 2 Final Plans 65%	15 days	Mon 11/10/14	Fri 11/28/14												
24	City Plan Review	5 days	Mon 12/1/14	Fri 12/5/14												
25	Phase 2 Final Plans 95%	7 days	Mon 12/8/14	Tue 12/16/14												
26	City Plan Review	8 days	Wed 12/17/14	Fri 12/26/14												
27	Phase 2 Final Plans 100%	5 days	Mon 12/29/14	Fri 1/2/15												
28																
29	Construction	84 days	Mon 1/5/15	Thu 4/30/15												
30	Advertise for Construction	4 wks	Mon 1/5/15	Fri 1/30/15												
31	Award Contract	4 wks	Mon 2/2/15	Fri 2/27/15												
32	Construction	8 wks	Fri 3/6/15	Thu 4/30/15												

Task
 Split
 Progress
 Milestone
 Summary
 Project Summary
 External Tasks
 External Mile Task
 Split

Project: Elsworth
Date: Wed 8/13/14

CITY OF MORENO VALLEY
JOHN F. KENNEDY DR. STREET IMPROVEMENTS
 Project Schedule
 Prepared by: Proactive Engineering Consultants, Inc.

ID	Task Name	Duration	Start	Finish	3rd Quarter			4th Quarter			2015 1st Quarter					
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
1	Notice to Proceed	0 days	Mon 9/15/14	Mon 9/15/14				9/15								
2	Survey / Mapping	28 days	Mon 9/15/14	Wed 10/22/14												
3	Research	3 days	Mon 9/15/14	Wed 9/17/14												
4	Site Topography	15 days	Thu 9/18/14	Wed 10/8/14												
5	ROW Base Mapping	10 days	Thu 9/18/14	Wed 10/1/14												
6	CL Ties & Stationing	15 days	Thu 10/2/14	Wed 10/22/14												
7	Potholing	10 days	Mon 9/22/14	Fri 10/3/14												
8																
9																
10	Geotechnical	40 days	Mon 9/15/14	Fri 11/7/14												
11	Obtain Permits	1 wk	Mon 9/15/14	Fri 9/19/14												
12	Obtain Boring Samples	3 wks	Mon 9/22/14	Fri 10/10/14												
13	Testing and Evaluation	3 wks	Mon 10/13/14	Fri 10/31/14												
14	Prepare Reports	1 wk	Mon 11/3/14	Fri 11/7/14												
15																
16	Project Summary Letter	35 days	Mon 9/22/14	Fri 11/7/14												
17																
18	Utility Coordination / Notification	105 days	Mon 9/22/14	Fri 2/13/15												
19																
20	Civil / Drainage	117 days	Mon 9/15/14	Tue 2/24/15												
21	Phase 1 Preliminary Design 35%	40 days	Mon 9/15/14	Fri 11/7/14												
22	City Plan Review	15 days	Mon 11/10/14	Fri 11/28/14												
23	Phase 2 Final Plans 65%	22 days	Mon 12/1/14	Tue 12/30/14												
24	City Plan Review	10 days	Wed 12/31/14	Tue 1/13/15												
25	Phase 2 Final Plans 95%	10 days	Wed 1/14/15	Tue 1/27/15												
26	City Plan Review	10 days	Wed 1/28/15	Tue 2/10/15												
27	Phase 2 Final Plans 100%	10 days	Wed 2/11/15	Tue 2/24/15												

Project: JFK
 Date: Wed 8/13/14

Task: Milestone: External Tasks:
 Split: Summary: External MileTask:
 Progress: Project Summary: Split:

DESCRIPTION	PEC										LOR						TASK TOTAL			
	Principal	Survey Director	Sr. Project Manager	Project Engineer	Survey Field Coordinator	Survey Analyst	2-man Crew	CAD Tech	Clerical	Aerial Photo	SubTOTAL	Perthaling	Principal	Project Engineer	Drafting	Clerical		Field Work	Laboratory Testing	SubTOTAL
PHASE 1																				
Project Summary Memorandum (PSM)	4		8	16																
Project Management with meetings	10		24																	
Design/PS&E Review					6	16														
AV Base Mapping	1																			
Aerial Topography									1											
Cross Sections (Field)	1																			
Preliminary Geometrics	4		12	40																
Utility Coordination / Notification	2		4	8																
Identification of Potential Conflicts	2		4	8																
Field Verification of Utilities (Perthaling and survey)	2		4	8																
Geotechnical Investigations	24		60	60																
SubTOTAL HOURS	54	2	50	63	8	20	21.2	16	12											
SubTOTAL	\$2,744	\$290	\$7,840	\$10,540	\$1,080	\$2,100	\$4,100	\$3,920	\$2,500	\$37,494		\$4,000	\$0	\$90	\$120	\$3,385	\$950	\$4,950	\$46,444	
2. Plans and Estimates (PS&E)																				
Project Management with meetings	8		8	4																
Plan Check and PS&E Review	4		8	40																
Civil - Roadway and Geometrics	1		2	4																
Damage - Report	1		2	4																
Utility Coordination / Notification	1		2	4																
Cost Estimate	1		2	4																
Cross Section Design (Office)	14		27	16																
SubTOTAL HOURS	34	0	27	66	0	0	0	16	6											
SubTOTAL	\$2,334	\$0	\$4,160	\$2,660	\$0	\$0	\$0	\$3,560	\$390	\$19,794										\$19,794
PHASE 2																				
3. Plans, Specification and Estimates (PS&E)																				
Project Management with meetings	4		6																	
Plan Check and PS&E Review	2		3	24																
Civil - Roadway and Geometrics	2		2	4																
Damage - Report	2		4	4																
Utility Coordination / Notification	2		4	4																
Cost Estimate and Specifications	6		29	16																
SubTOTAL HOURS	18	0	29	58	0	0	0	16	4											
SubTOTAL	\$938	\$0	\$3,770	\$2,580	\$0	\$0	\$0	\$1,440	\$89	\$12,776										\$12,776
4. Plans, Specification and Estimates (PS&E)																				
Project Management with meetings	2		6																	
Plan Check and PS&E Review	2		4	12																
Civil - Roadway and Geometrics	2		4	7																
Damage - Report	2		4	4																
Utility Coordination / Notification	2		4	4																
Cost Estimate and Specifications	2		4	4																
SubTOTAL HOURS	10	0	16	29	0	0	0	10	4											
SubTOTAL	\$512	\$0	\$2,080	\$3,135	\$0	\$0	\$0	\$800	\$520	\$0	\$7,047									\$7,047
5. Plans, Specification and Estimates (PS&E)																				
Project Management with meetings	2		2																	
Plan Review and Approval	2		2	8																
Civil - Roadway and Geometrics	2		2	2																
Utility Coordination / Notification	2		2	2																
Cost Estimate & Specifications	0		0	0																
SubTOTAL HOURS	8	0	6	12	0	0	0	0	0											
SubTOTAL	\$0	\$0	\$760	\$1,150	\$0	\$0	\$0	\$200	\$0	\$2,340										\$2,340
HOURS TOTAL	145	2	143	267	8	20	24	123	38	1										
HOURLY RATE	\$146	\$146	\$130	\$135	\$135	\$105	\$200	\$460	\$65	\$2,500	\$400	\$400	\$250	\$140	\$70	\$40	\$3,385	\$950	\$4,950	\$48,401
TOTAL LABOR COSTS	\$7,176	\$290	\$18,500	\$30,705	\$1,080	\$2,100	\$4,700	\$9,640	\$2,470	\$2,500	\$79,451	\$4,000	\$0	\$390	\$105	\$1,100	\$3,385	\$950	\$4,950	
CONSULTANT TOTALS											\$79,451	\$4,000								\$84,451
REIMBURSABLE EXPENSES																				\$4,950
GRAND TOTAL -																				\$89,401

DESCRIPTION	PEC										SAR-B-DIG					LOR					TASK TOTAL
	Principal Hours	Survey Director Hours	Sr. Project Manager Hours	Project Engineer Hours	Survey Field Coordinator Hours	Survey Analyst Hours	2-man Crew Hours	CAD Tech Hours	Clerical Hours	Aerial Photo Each	SUBTOTAL	Postoling Each	Principal Hours	Project Engineer Hours	Drafting Hours	Clerical Hours	Field Work unit	Laboratory Testing unit	SUBTOTAL		
PHASE 1																					
1. Project Summary Memorandum (PSM)	4		6	12				4	8												
Project Management with meetings	8		16	8																	
Design Survey/Map Mapping					8	24		16													
R/W Base Mapping																					
Utility Coordination																					
Cross Section Design																					
Civil Roadway	4		24	48				32													
Preliminary Geometrics	2		8	24																	
Preliminary Cost Estimate	2		4	8																	
Construction/Installation of Utilities	2		4	8																	
Construction/Installation of Sidewalk	2		4	8																	
Field Verification of Utilities (pathing and survey)	2		4	8																	
Geotechnical Investigations	22	4	66	116	12	30	44	68	8	1		5	0	3	1.5	2	1	1			
SUBTOTAL HOURS	\$2,432	\$589	\$6,580	\$13,340	\$1,620	\$1,150	\$5,800	\$5,440	\$520	\$4,000	\$49,462	\$1,000	\$0	\$30	\$105	\$120	\$2,385	\$950	\$9,950	\$56,412	
PHASE 2																					
2. Plans and Estimates (P&E)	2		4	4																	
Project Management with meetings	2		4	4																	
Plan Check and Plan Check Coordination	2		8	40				24													
Civil Roadway and Geometrics	1		4	12				2													
Drainage - Plans	2		2	8				2													
Drainage - Report	1		2	6				4													
Utility Coordination / Notification	6		6	16				16	4												
Cost Estimate	6		6	16				16	4												
Cross Section Design (Offices)	6		36	100	0	0	0	16	10	0											
SUBTOTAL HOURS	\$936	\$0	\$4,680	\$11,500	\$0	\$0	\$0	\$3,680	\$650	\$0	\$21,446	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,446	
PHASE 3																					
3. Plans, Specifications and Estimates (P&S)	2		4	4																	
Project Management with meetings	2		4	4																	
Plan Check and P&E Review	2		2	4				16													
Civil Roadway and Geometrics	2		2	6				2													
Drainage - Plans	2		2	6				2													
Drainage - Report	2		2	6				2													
Utility Coordination / Notification	2		2	6				2													
Cost Estimate and Specifications	2		2	6				2													
SUBTOTAL HOURS	\$12	\$0	\$1,200	\$4,000	\$0	\$0	\$0	\$1,440	\$780	\$0	\$4,432	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,432	
PHASE 4																					
4. Plans, Specifications and Estimates (P&S)	2		4	4																	
Project Management with meetings	2		4	4																	
Plan Check and P&E Review	2		4	4				10													
Civil Roadway and Geometrics	2		4	4				2													
Drainage - Plans	2		2	6				2													
Drainage - Report	2		2	6				2													
Utility Coordination / Notification	2		2	6				2													
Cost Estimate and Specifications	2		2	6				2													
SUBTOTAL HOURS	\$0	\$0	\$1,200	\$3,450	\$0	\$0	\$0	\$1,200	\$520	\$0	\$7,010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,010	
PHASE 5																					
5. Plans, Specifications and Estimates (P&S)	2		4	4																	
Project Management with meetings	2		4	4																	
Plan Check and P&E Review	2		4	4																	
Plan Review and Approval	2		4	4																	
Utility Coordination / Notification	2		4	4																	
Cost Estimate & Specifications	2		4	4																	
SUBTOTAL HOURS	\$0	\$0	\$1,200	\$3,450	\$0	\$0	\$0	\$0	\$0	\$0	\$11,976	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,976	
PHASE 6																					
6. Construction Support	2		4	4																	
Project Management and Coordination	2		4	4																	
Pre-Construction Meeting	2		4	4																	
Construction Support	2		4	4																	
As-Built	2		4	4																	
SUBTOTAL HOURS	\$86	\$0	\$4,420	\$5,380	\$0	\$0	\$0	\$640	\$0	\$0	\$11,976	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,976	
HOURLY TOTALS	36	4	768	950	12	30	44	156	41	1	5	0	3	2	2	1	1	1	1	1	
HOURLY RATE	\$165	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135
TOTAL HOURS	\$5,926	\$540	\$10,440	\$12,950	\$1,620	\$4,050	\$5,940	\$20,460	\$540	\$101,001	\$675	\$0	\$40	\$260	\$260	\$260	\$260	\$260	\$260	\$260	\$107,951
CONSULTANT EXPENSES										\$101,001	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$3,950	
REIMBURSABLE EXPENSES										\$101,001	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$3,950	
ADDITIONAL AS-NEEDED SERVICES																					
GRAND TOTAL																					

PROACTIVE

RESUME PER HERNHOLM

Per Hernholm

Associate Project Manager

Qualifications: Forty years of surveying and civil engineering, drafting, design, calculations, management and company ownership experience

Education: California State Polytechnic University, Pomona, California

Various CIP Projects; Barstow, CA

City of Barstow, CA

- *Project Manager and Designer for various Capitol Improvement Street widening and design projects*
- *Provided plan checking for the city*
- *Work performed as a consultant to the city*

Rolling Hills Estate Public Works Project; San Bernardino, CA

San Bernardino Public Works; San Bernardino, CA

- *Project Manager responsible for coordination between the Engineer and the city for the design of two miles of frontage road along I-215*

Rolling Hills Estate Project; San Bernardino, CA

San Bernardino, CA

- *Project Manager. Preliminary layout and grading design concepts for a 350 lot subdivision, layout of a twenty acre detention basin/park with soccer fields. Preliminary design of a two mile long frontage road along I-215*
- *Prepared clarification presentation exhibits to Cal-Trans, City of San Bernardino and the San Bernardino Flood Control*
- *Coordinated the project with the Client (Century Vintage Homes), the City of San Bernardino Redevelopment Agency and San Bernardino Flood Control to obtain flood plain and FEMA CLOMER approvals and to obtain exchange of land between the client and San Bernardino Flood Control*
- *Coordinated the efforts of the environmental consultant to obtain environmental clearances. Coordinated the survey crews to obtain aerial mapping and flood plain cross sections.*

Coyote Canyon; Fontana, CA

City of Fontana, CA

- *Project management, grading design and supervision of street, sewer, water, and storm drain design*
- *Provided City coordination of all plans and submittals and permits*
- *Coordinated CLMR approvals needed for project approval*
- *Responsible for billing and receipts for the the project*

PROACTIVE

RESUME PER HERNHOLM, CONT...

Summit Heights II; Fontana, California

City of Fontana, CA

- Project manager responsible for grading, street, sewer, water and storm drain design, and grading and lay out of a city park
- Coordinated city plan submittals and permits
- Coordinated approvals from Edison Company and Southern California Gas Company
- Responsible for billing and receivables

Centennial at Tejon Ranch; Tejon Ranch, California

City of Tejon Ranch, CA

- *In charge of the preliminary feasibility study for the 6000 acre new town*
- *Provided alignment and grade studies for seven miles of major four to six-lane roads*
- *Realignment study for six-mile stretch of Highway 138*
- *Provided alignment and grade studies for a potential eight-lane "By-pass" Freeway*
- *Determined the needed number of schools and acreage of parks based on the projected 24,000 home to be built*
- *Provided earthwork estimates for the residential portion of the project as well as the estimated 300 acre industrial /business portion*
- *Provided preliminary design for trunk sewer needs and determined the locations of sewer lift stations. Coordinated the hydrology, storm drain and water needs to serve the project*
- *Coordinated the efforts of all support consultants to the project. Obtained unit prices and provided a cost analysis for the entire project*
- *Provided the graphic design for maps, exhibits and the feasibility report*

PROACTIVE

ENGINEERING CONSULTANTS

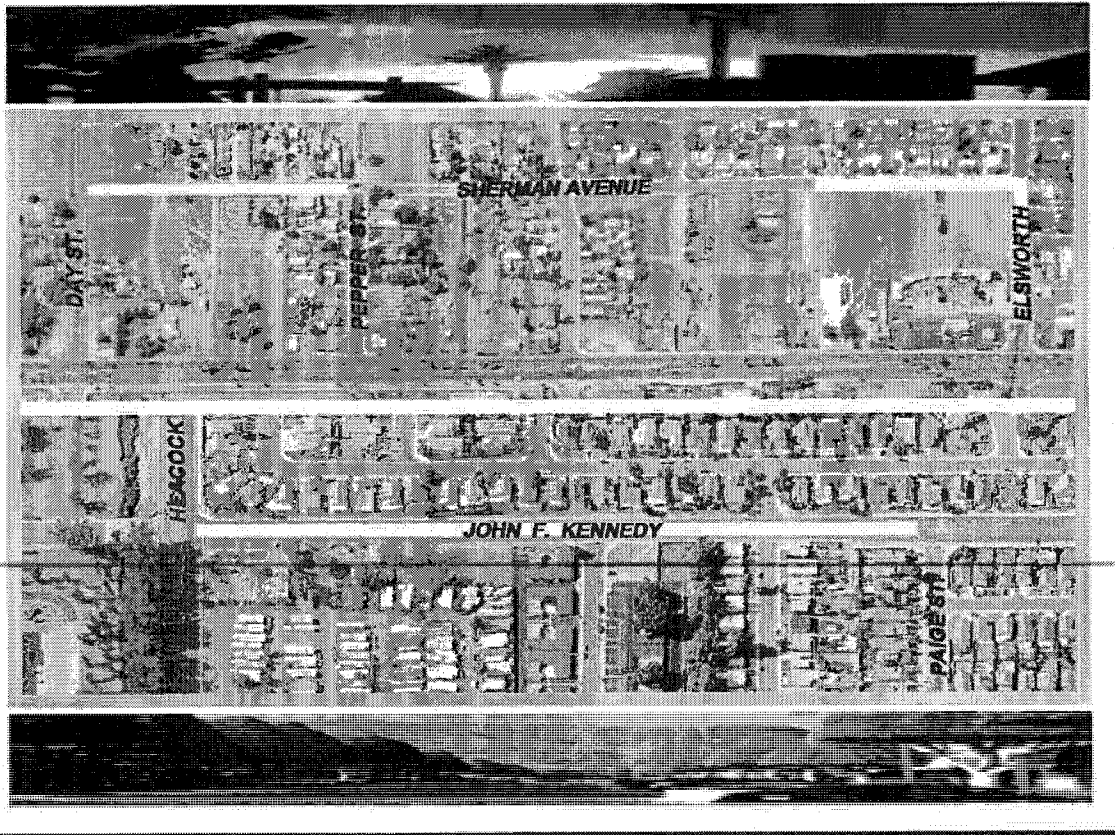
PROPOSAL FOR PROFESSIONAL DESIGN CONSULTANT SERVICES

ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS AND JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS

PROJECT NUMBER: 801 0059 70 77

PROJECT NUMBER: 801 0060 70 77

JUNE 26, 2014



Prepared for:

The City of Moreno Valley
Capital Projects Division



June 26, 2014

Mr. Guy Pegan, Senior Engineer, PE
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE: Proposal and Qualifications for Professional Design and Consultant Services for Elsworth Street and Sherman Avenue Sidewalks, and John F. Kennedy Drive Street Improvements (Project Number: 801 0059 70 77 and 801 0060 70 77) for the City of Moreno Valley's Capital Projects Division.

Dear Mr. Pegan:

Thank you for the opportunity to present this proposal to support the City of Moreno Valley with professional consulting services. To effectively accomplish the City's goal of designing and constructing the Sherman, Elsworth, and JFK sidewalks and street widening an experienced, creative and innovative project team is needed to develop cost effective, aesthetic, and environmentally sensitive solutions to project challenges.

Several key constraints for the proposed improvements have been identified:

- Considering unique solutions to ROW constraints to minimize impacts to existing private owners and their improvements (driveways, wall, fences, mailboxes, etc.) This could involve unique grading solutions in the parkway (see proposal for sections).
- Coordination with access points to various properties during construction. We want to make sure homeowners are not inconvenienced more than necessary during the construction.
- Work on time constraint for acquiring R/W and construction easements from various owners

The PROACTIVE team is uniquely qualified to accomplish the City's goals and effectively deal with these project constraints.

Two key elements that the PROACTIVE team uniquely provides are thorough QA/QC and a comprehensive project approach:

1. Recent City of Moreno Valley Experience – Our team has completed extensive study of the project site, the RFP, and most team members have worked on projects either in or for the City of Moreno Valley including the 1.8 mile Nason Street widening, the 1.6 mile Cactus Avenue widening, and the 1.5-mile Kitching Street Widening projects for the City. Our team is comfortable with the schedule for an NTP in Oct 2014, and calls for work product to be complete in May of 2015.

200 South Main Street, Suite 300
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T: 951/280-3300
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www.proactiveengineering.net

City of Moreno Valley

**Elsworth Street and Sherman Avenue Sidewalks, and John F. Kennedy Drive Street Improvements
(Project Number: 801 0059 70 77)
and
(Project Number: 801 0060 70 77)**

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GEOTECH (LOR Geotechnical)	
POT HOLING (SAF-r-DIG)	

ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS, AND JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS PROPOSAL MORENO VALLEY

A. PROJECT UNDERSTANDING
KEY PROJECT ISSUES/PROPOSED SOLUTIONS

The City of Moreno Valley has identified a goal of using Community Development Block Grant (CDBG) funds to provide benefits and improvements to the surrounding low-income area and to the disabled community via ADA improvements. To achieve this goal, sidewalk and street improvement projects are being proposed that will complete pedestrian circulation elements in two local areas: The **Elsworth Street and Sherman Avenue Sidewalks** will involve designing sidewalk, curb, gutters, and pavement repairs on the west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and along the south side of Sherman Avenue from Elsworth Street west for approximately 600 L.F., and also along Sherman Avenue from Day Street to Pepper Street as one complete set of plans and specifications. The **John F. Kennedy Drive Street Improvements** will have a separate set of improvement plans (and specifications) providing for design of road widening and completing the missing curb, gutter, and sidewalk, along the south side of the street from Heacock Street to Paige Avenue. No right-of-way and utility relocation are included in this set of projects.

The consulting team will analyze to see if an ultimate street/parkway section will fit within existing ROW while minimizing impacts to existing adjacent private property improvements. The PROACTIVE Engineering Consulting team has identified several critical issues that must be addressed to ensure the success of the project. During the 35% ("baseline") design phase, PROACTIVE will develop a constraint and opportunities analysis based on the field review, conceptual alignment studies, and environmental findings. The purpose will be to identify key elements that may affect the standard parkway section design improvements, and provide alternative design options that perhaps would be more cost effective, especially

in relation to the amount of neighboring property impacts that may be needed, while still providing an adequate parkway section. Since the parkways are not landscaped at present, a possible solution would be to swale or have a retaining curb, also as a consideration (see exhibit). LID features will be recommended as appropriate.

For a clear identification of the various issues, the PROACTIVE team has broken the project down into three segments:

1. Sherman Avenue (Day Street to Pepper Street)
2. Elsworth Street from Alessandro Blvd to Sherman Avenue, and Sherman Avenue from Elsworth south approximately 600'
3. John F. Kennedy Drive from Heacock Street to Paige Avenue

STREET IMPROVEMENT SEGMENTS 1-3

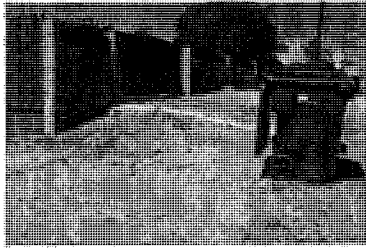
NOTE: See Following Project Constraints Exhibits for a pictorial illustration of the following issues/conditions.

Segment 1: Sherman Avenue (Day Street to Pepper Street)

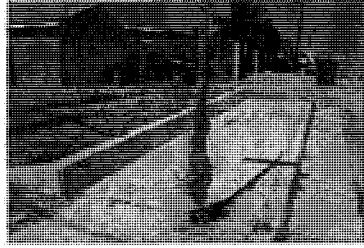
Existing Condition:

- Current ROW appears to be 60'.
- Day Street on the west end join, and Pepper Street on the east end join are both stop sign intersections (non signalized).
- There is no curb and gutter or sidewalk in this reach except for AC dike in the most easterly section right before Day Street.
- Current edge condition is EP.
- There are a number of loosely placed earthen berms which may be a drainage constraint.
- A number of utility poles are located along this reach.
- Pavement is in poor condition.
- There is a fire hydrant in the parkway area.
- No storm drain improvements exist.

Key Issues/possible solutions:



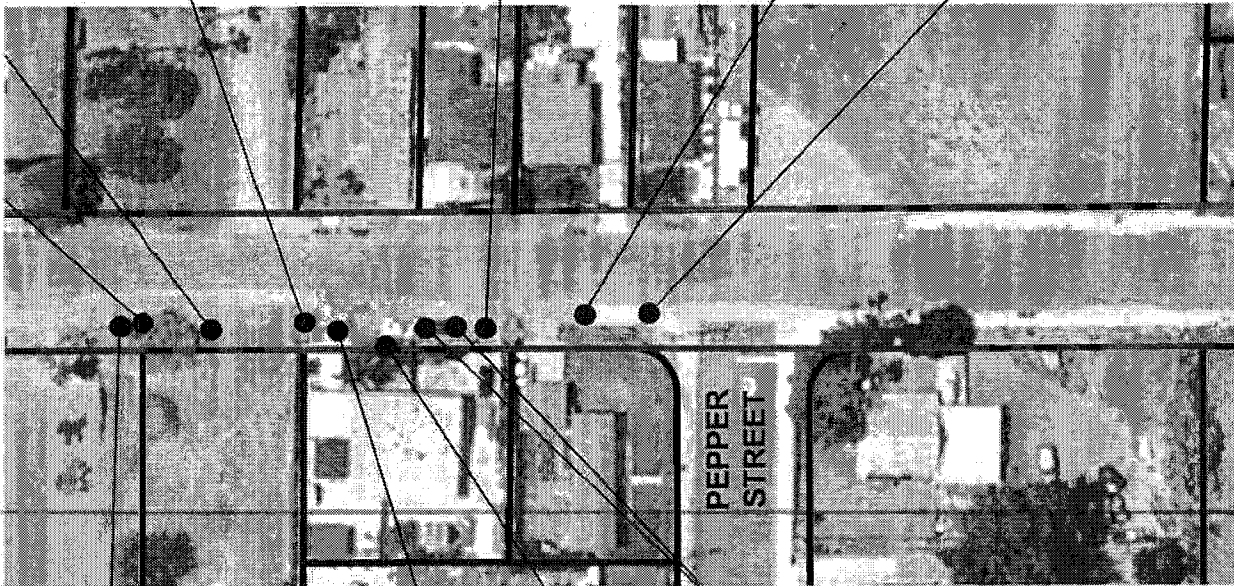
POSSIBLE DRIVEWAY ISSUE DUE TO STEEPNESS OF EXISTING DRIVEWAY



JOIN EXISTING SIDEWALK

UTILITY POLE

EXISTING SIDEWALK



EARTHEN BERMS

BLOCK WALL

WATER METER / MAILBOX

DRIVEWAY CONDITION (VERTICAL ISSUE TO MATCH GRADE)



PREPARED BY:

PROACTIVE

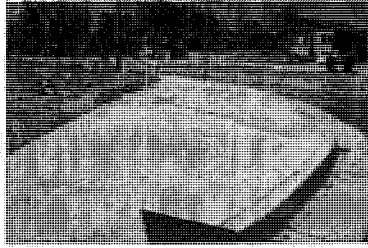
ENGINEERING CONSULTANTS

200 South Main Street, Corona, CA 92882 Suite 300
951.280.5500

**SHERMAN AVENUE
(FROM DAY ST TO PEPPER ST)
PROJECT CONSTRAINTS
EXHIBIT**

DATE: 6/24/2014

SHEET 1 OF 1



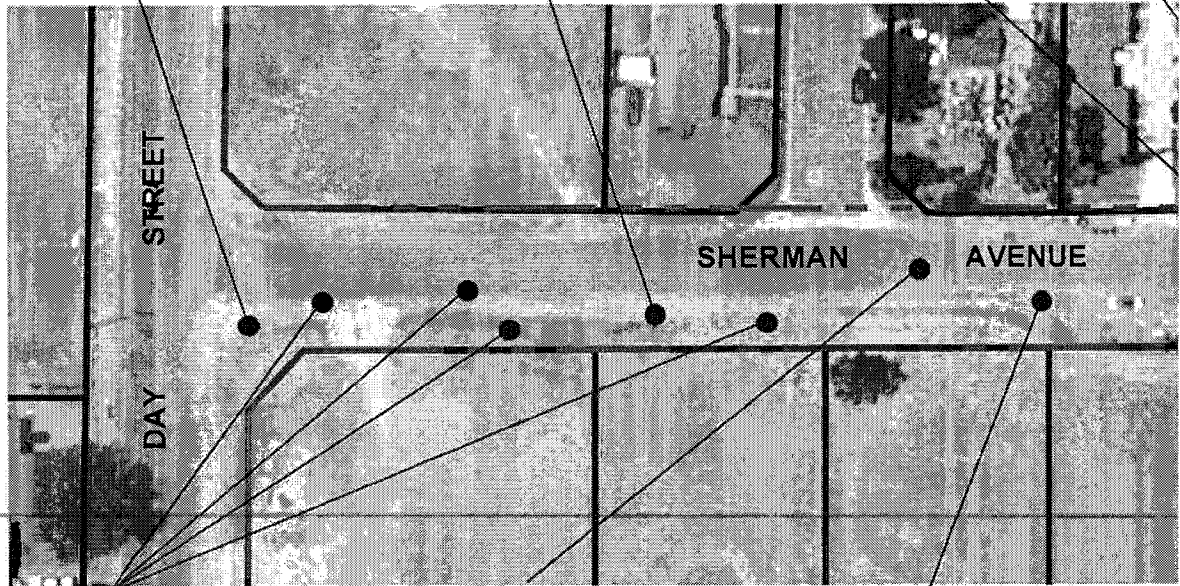
RECENTLY CONSTRUCTED CURB RETURN/RAMP



FIRE HYDRANT

UTILITY POLE

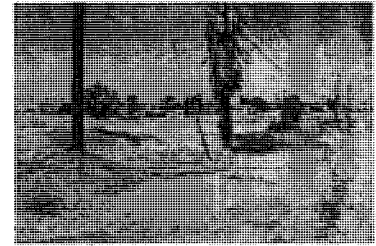
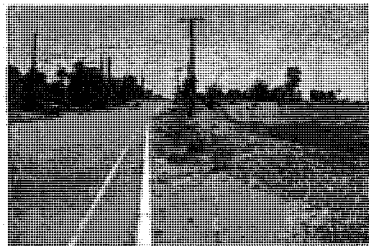
UTILITY POLE



AC DIKE / EARTHEN BERMS

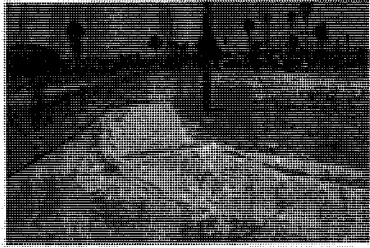
PAVEMENT IN POOR CONDITION (TYP.)

DRAINAGE AT SAG IN STREET

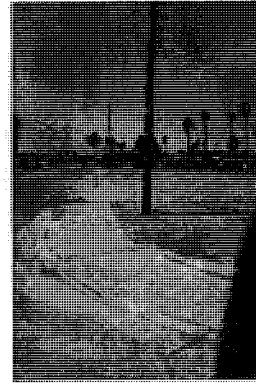


Plotted: Jun 26, 2014 - 2:46pm by: R.Adams
Drawing Name: W:\City of Moreno Valley - 2 RFPs\Exhibits\PROJECT CONSTRAINTS EXHIBIT_2014-06-24.dwg

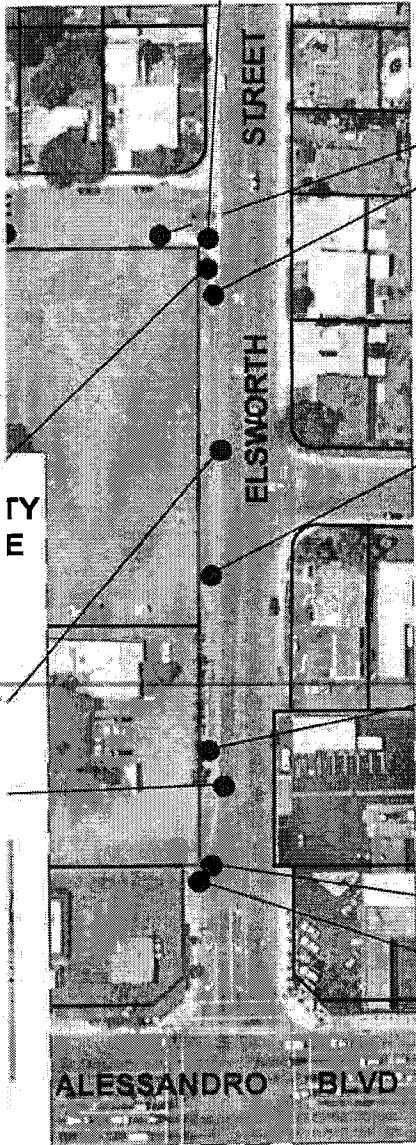




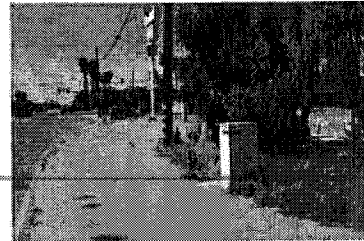
EXISTING CURB SECTION W/
NON-CONFORMING RAMP



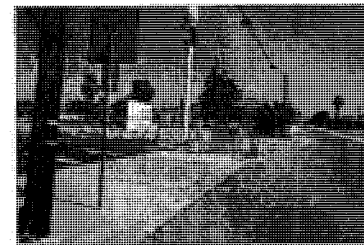
SIDEWALK / CURB ENDS



SEWER AND WATER IN
PARKWAY



UTILITY BOX



TRANSFORMER

JOIN EXISTING

PREPARED BY:

PROACTIVE

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951-288-3300

**ELSWORTH & SHERMAN
(ALESSANDRO BLVD TO SHERMAN AVE.)
PROJECT CONSTRAINTS
EXHIBIT**

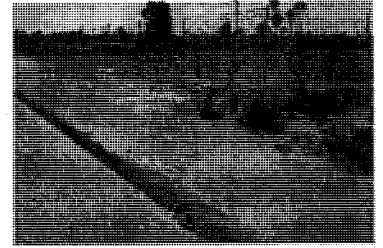
DATE: 6/24/2014

SHEET 1 OF 1

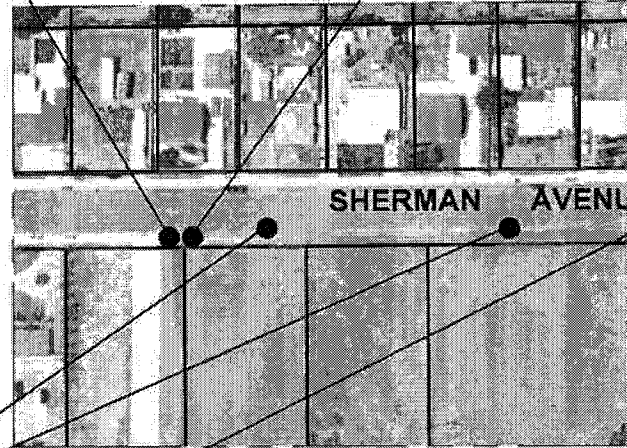
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JOIN EXISTING



FIRE HYDRANT AND BLOWOFF



SHERMAN AVENUE



AC DIKE (TYP.)



EXISTING CATCH BASIN

UTIL PO



EP (TYP.)
(NO DIKE)



UTILITY / SIGNS / FENCE

JOIN EXISTING

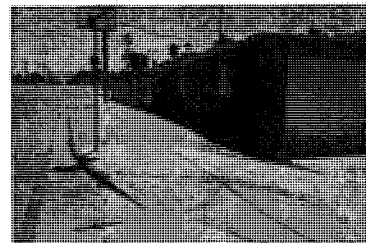
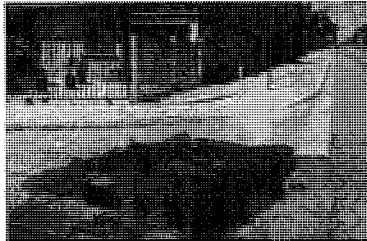
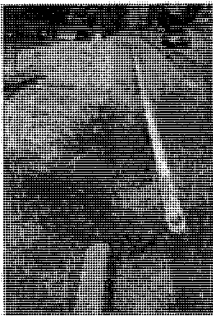
PONDING ISSUE
SIDEWALK / CURB
TRANSITION



PARKWAY GRADE
ABOVE CURB

PONDING IN SPANDREL
NON-CONFORMING RAMP

CURB/GUTTER, UTILITY
POLE, WALL



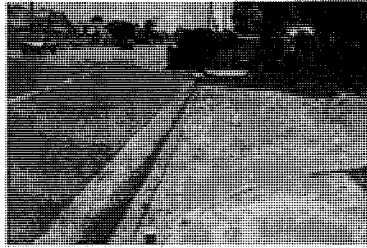
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PROACTIVE
ENGINEERING CONSULTANTS
WWW.PROACTIVEENGINEERING.NET
200 South Main Street, Corona, CA 92882 Suite 300
951-280-5300

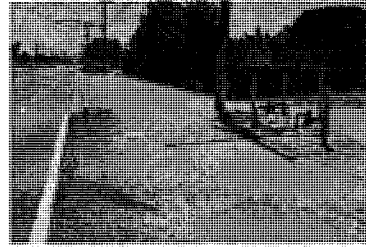
**JOHN F. KENNEDY DRIVE
(FROM HEACOCK ST TO PAIGE AVE.)
PROJECT CONSTRAINTS
EXHIBIT**

DATE: 6/24/2014

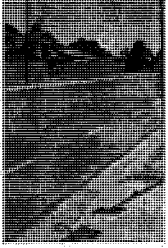
SHEET 1 OF 1



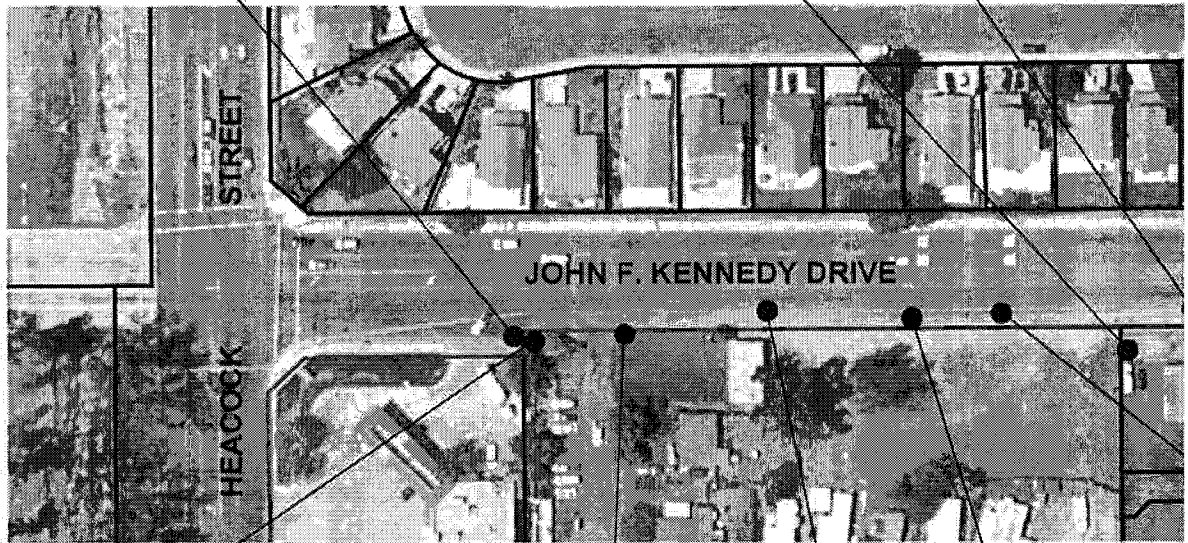
JOIN EXISTING
(SIDEWALK TRANSITION?)



WATER FACILITIES/
UTILITY POLE



UTILITY P
WOOD

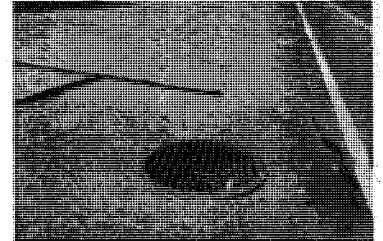
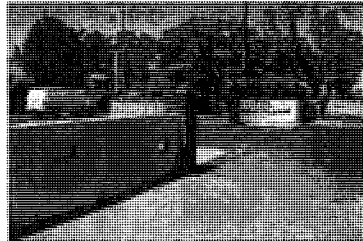
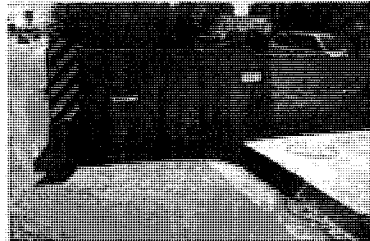


CURB / GUTTER

JOG / WALL
IN ROW

ENTRY MONUMENT

DRAIN INLET



Plotted: Jun 26, 2014 - 2:47pm by: R.Adams
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- ADA Compliant ramps: Check ramps at Day Street and Pepper Street at join locations to verify if they are compliant. The Day Street ramp appears to be new and has a detectable surface installed. The Pepper Street ramp does not.
- Earthen Berms: These may be a grading and drainage constraint. They appear to be loosely placed, possibly illegal dumping, or to control drainage and channel it to the low point (sag) of the street. This area is City owned (RDA) property so grading on this area should not be a problem. We would ensure that drainage can flow past the earthen berms, most likely thru a reverse under sidewalk drain.
- Existing Driveway: Just west of Pepper Street there is a fairly steep driveway condition that looks like it will be difficult to make improvements work without impacting the existing driveway and wall improvements. The team will work on creative solutions to minimize impacts, but a Right of Entry (ROE) may need to be pursued with this owner to avoid making their driveway too steep.

- The adjacent land along Sherman and most of Elsworth is undeveloped. Team will need to make sure grading and drainage can be accommodated within existing ROW. See alternate parkway cross sections on following pages.
- Pavement is in fair condition.
- There are two utility boxes in the parkway area near Elsworth which may be a constraint. See exhibits for photos. Sidewalk will either need to work around these, or they may need to be relocated. If utility companies are responsible for relocation than that would be done at no cost to the City (depends on franchise agreement)
- There is an EMWD sewer MH and water valve in the parkway area. These would need to be adjusted to grade (by EMWD) and/or the sidewalk would be routed round them.

Segment 2: Elsworth Street from Alessandro Blvd to Sherman Avenue, and Sherman Avenue

Existing Condition:

- Current ROW appears to be 60'.
- The west end join on Sherman is mid block to an existing sidewalk. AC dike joins the concrete curb and gutter all the way to Elsworth
- A catch basin is installed apparently in its ultimate location.
- Sherman/Elsworth intersection is a stop sign with a non compliant ramp and sidewalk at the return
- The west end join at Elsworth is a signalized interstion with full sidewalk.
- There is no curb and gutter or sidewalk in the Elsworth reach. Current edge condition is EP.

Key Issues/possible solutions:

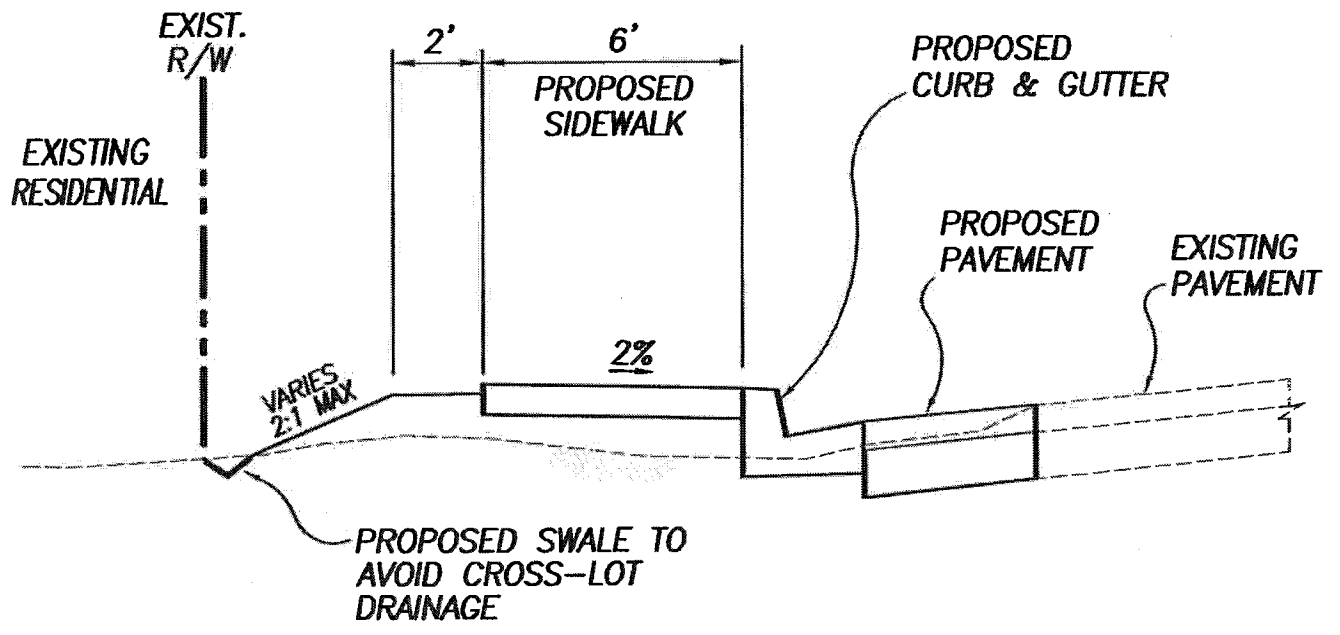
- ADA Compliant ramps: Check ramp at Sherman and Elsworth Street to verify if they are compliant. The ramp appears to not have a detectable surface installed.

1. Segment 3: John F. Kennedy Drive from Heacock Street to Paige Avenue

Existing Condition:

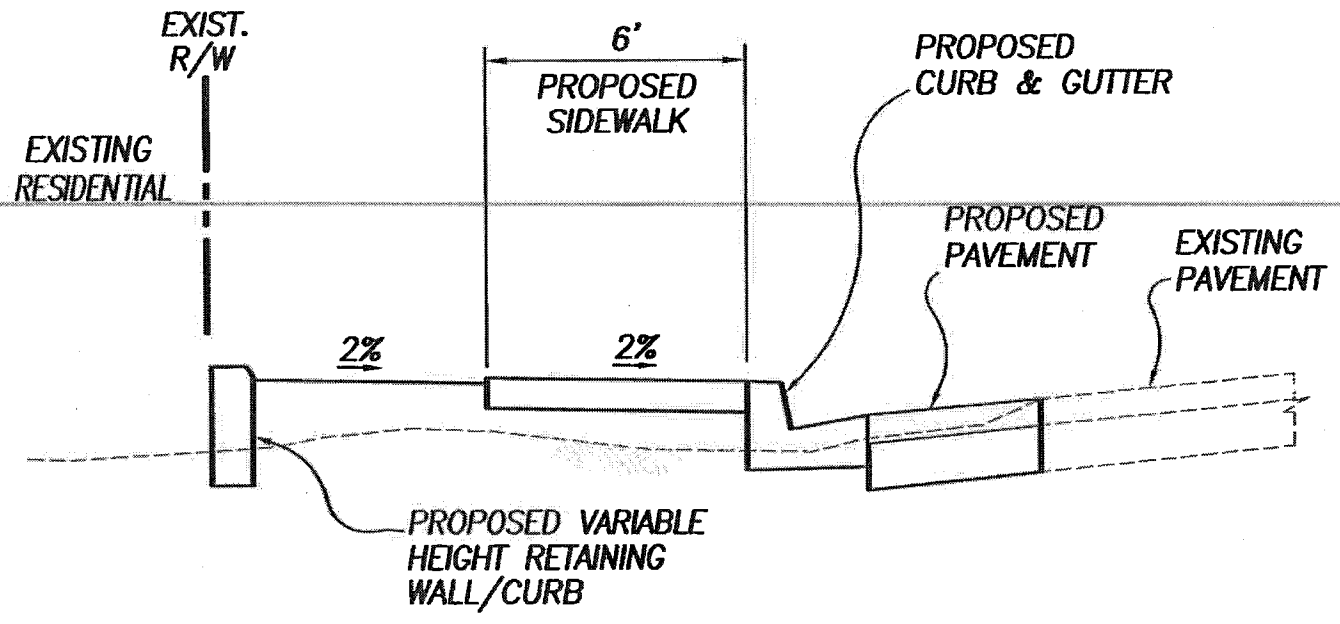
- Current ROW appears to be 33' for the south half street.
- Heacock on the west end join is a signalized intersection.
- The SE corner of Heacock/JFK is improved with sidewalk and ramp. The ramp does not have detectable surface
- There is no curb and gutter or sidewalk in this reach until about 100' west of Elm. At this point, there is concrete curb and gutter, but no sidewalk.
- There are several existing home with sideyard walls and/or wood fences in the west half of this segment
- A number of utility poles are located along this reach.
- Pavement is in fair condition.
- There is an open storm drain, flush mounted inlet in the parkway, apparently stubbed for future construction.

Key Issues/possible solutions:



ALTERNATE 1

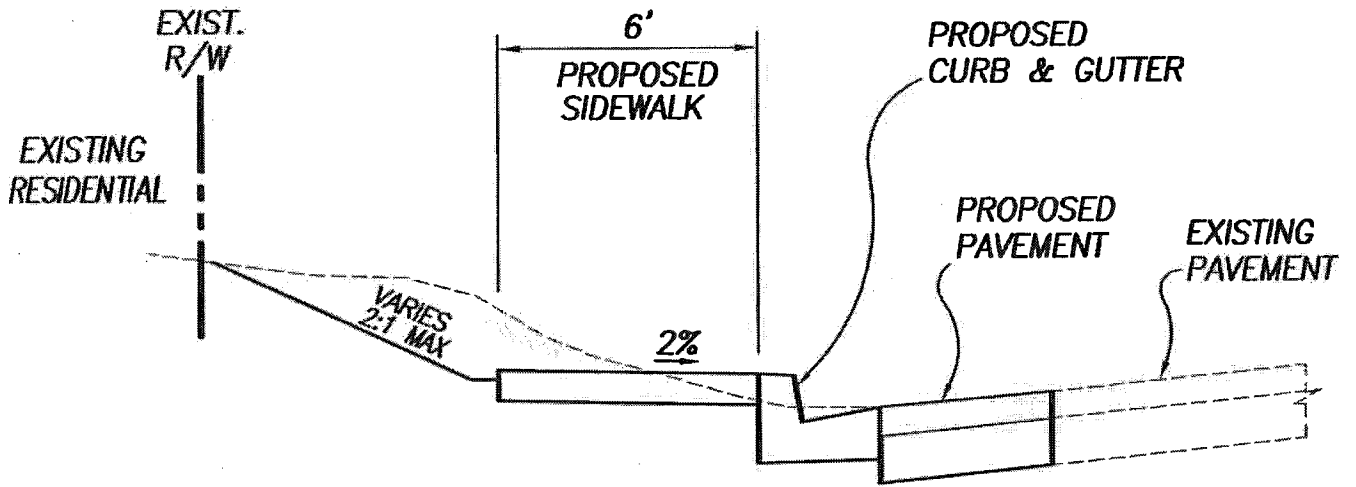
N.T.S.



ALTERNATE 2

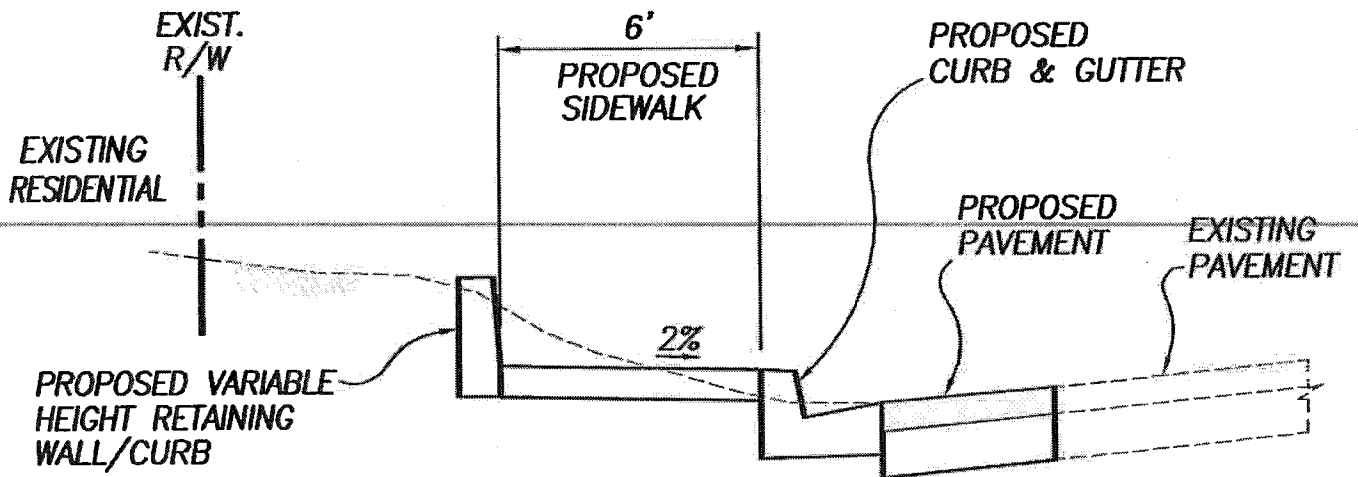
N.T.S.

EXISTING GRADE BELOW BACK OF PROPOSED SIDEWALK
PARKWAY SECTION EXHIBIT



ALTERNATE 3

N.T.S.



ALTERNATE 4

N.T.S.

EXISTING GRADE ABOVE BACK OF PROPOSED SIDEWALK

PARKWAY SECTION EXHIBIT

- ADA Compliant ramps: Check ramps at at join locations to verify if they are compliant.
- There is a job in the ROW and a 90 degree wall that will be a constraint. The sidewalk will need to have a curve in it to connect at this location.
- Design alternate parkway sections to avoid grading onto neighboring properties and impacting their walls/fences if possible.
- Design to avoid ponding in existing spandrels, if possible
- Design catch basin/SD inlet at existing stub.

GENERAL ISSUES:

Project Management Issues (these apply to all segments)

Professional project management will be crucial to the success of this project. Tom Braun has a great deal of experience on many public works projects, and comes from a background of working on many public Works projects. Key project management issues include:

- Maintenance and monitoring of project schedules.
- Leading team for maximum efficiency/collaboration.
- Prompt attention to paperwork (staff reports, memos, invoices, RFI's, etc.).
- Accurate estimating of costs.
- Plan review for bidability, efficiency and constructability (QA/QC – Mike Ng).
- Assist in clearing required federal, state and local permits environmental permits.
- Meet with City team frequently in early stages of project to quickly work to develop creative cost saving solutions, and to discard non-feasible ones. Feasible alternatives would be presented to the City for their review, and once an approved preferred alternative is determined by the City, the PROACTIVE team would proceed with the design plans for the final design if the City authorizes.

Surveying/Mapping Issues (these apply to all segments)

The work required under this RFP will involve a variety of surveying and mapping related tasks in support of the engineering effort. The success of the project will largely depend on the

quality and accuracy of the work performed in these areas. With a talented staff of experienced professionals PROACTIVE is highly qualified to provide these services and has the resources necessary to meet the scheduling demands and challenges faced in dealing with a project of this nature. It is also anticipated that a variety of survey methods and safety considerations will be required for this effort. PROACTIVE is fully equipped with the latest in conventional survey equipment and GPS Receivers (including RTK using VRS technology), and the experience and knowledge to use these resources to their fullest potential. Key survey issues include:

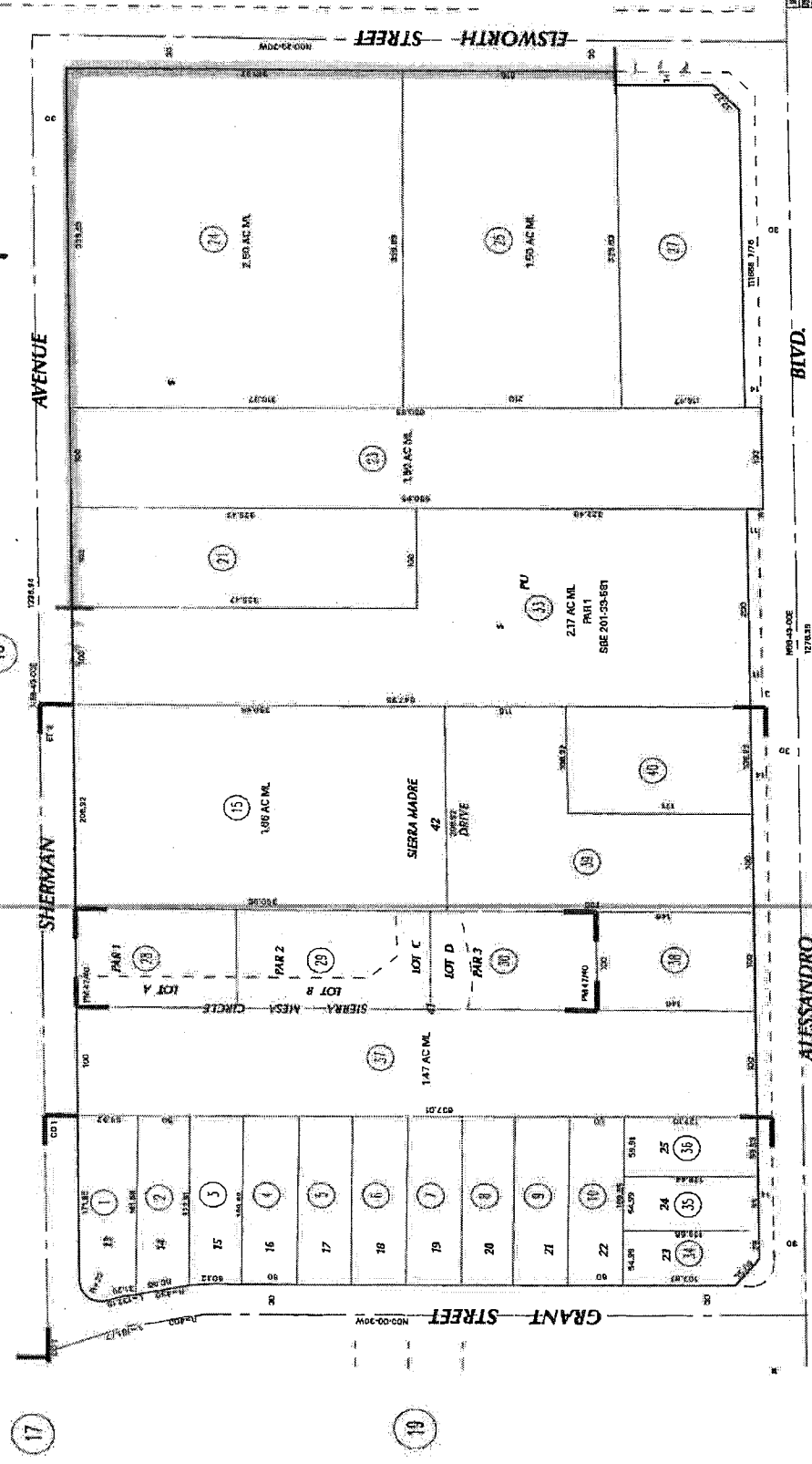
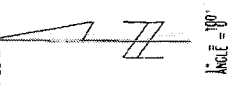
- Safety measures to protect field staff in busy street conditions and in cases where right-of-way access is limited. Field surveys will be performed in a manner to preserve safety of residents and property in addition to team members.
- Thorough and accurate research of the existing right-of-way condition, and any properties that may be impacted by improvements.
- ROW Depiction for existing conditions is shown on the following pages.

291-20
11-20-03

T.R.A. 021-005

POR. S 11 T. 35., R. 4W
CITY OF MORENO VALLEY

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



PARCEL	AREA	AREA	AREA
1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
6	1.00	1.00	1.00
7	1.00	1.00	1.00
8	1.00	1.00	1.00
9	1.00	1.00	1.00
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35	1.00	1.00	1.00
36	1.00	1.00	1.00



MB 19/63 CECCO NO. 1
MB 15/50 EDGEWENT NO. 3
PM 47/40 PARCEL MAP 10286

ASSESSOR'S MAP BK291 PG.20
Riverside County, Calif. 08.22.03

Aug 2005

4 PRIVATE.

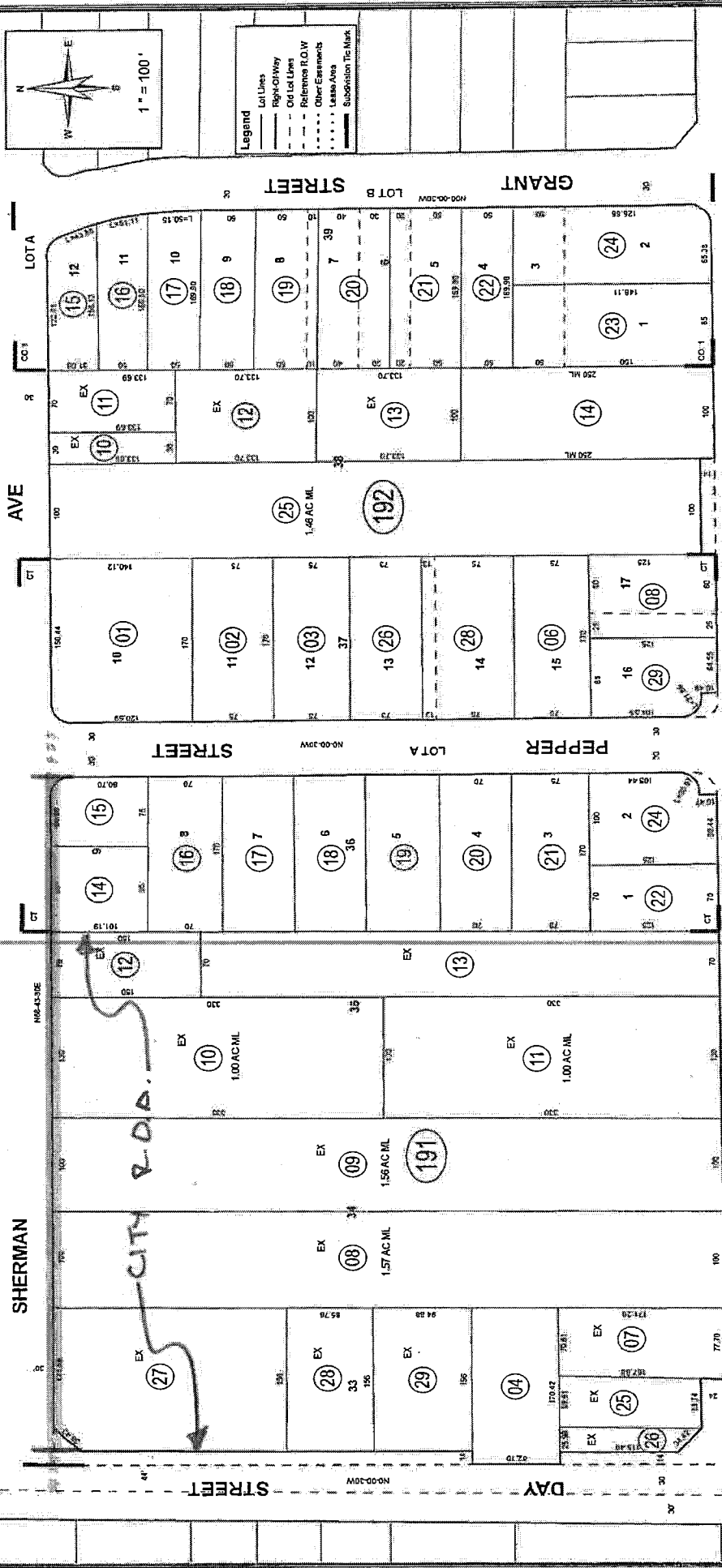
4 PARCELS

POR. SW 1/4 SEC. 11 T.3S R.4W
CITY OF MORENO VALLEY

291-19
11-28-1

TRA 021-306

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



BLVD.

ALESSANDRO

Date	Old Number	New Number
11/11/1981	192-9	185-5T
12/01/1982	192-4	182-2T
4/10/1984	192-3,37	28
16/10/2006	192-7	191-5T
10/10/2008	191-2,3	24,5T
12/22/2009	191-5	24,5T
12/22/2009	191-5	24,5T
12/22/2009	191-2	24,5T
12/22/2009	191-3	24,5T
12/22/2009	191-3	24,5T
12/22/2009	191-3	24,5T

Map Reference *
MB 1550 ENCUMBRANCE NO. 3
MB 2317 COMBES TRACT
MB 1963 CECO NO. 1

BK 269 Pg 23	Pg 17	Pg 19
BK 297 Pg 12	BK 297 Pg 13	Pg 20

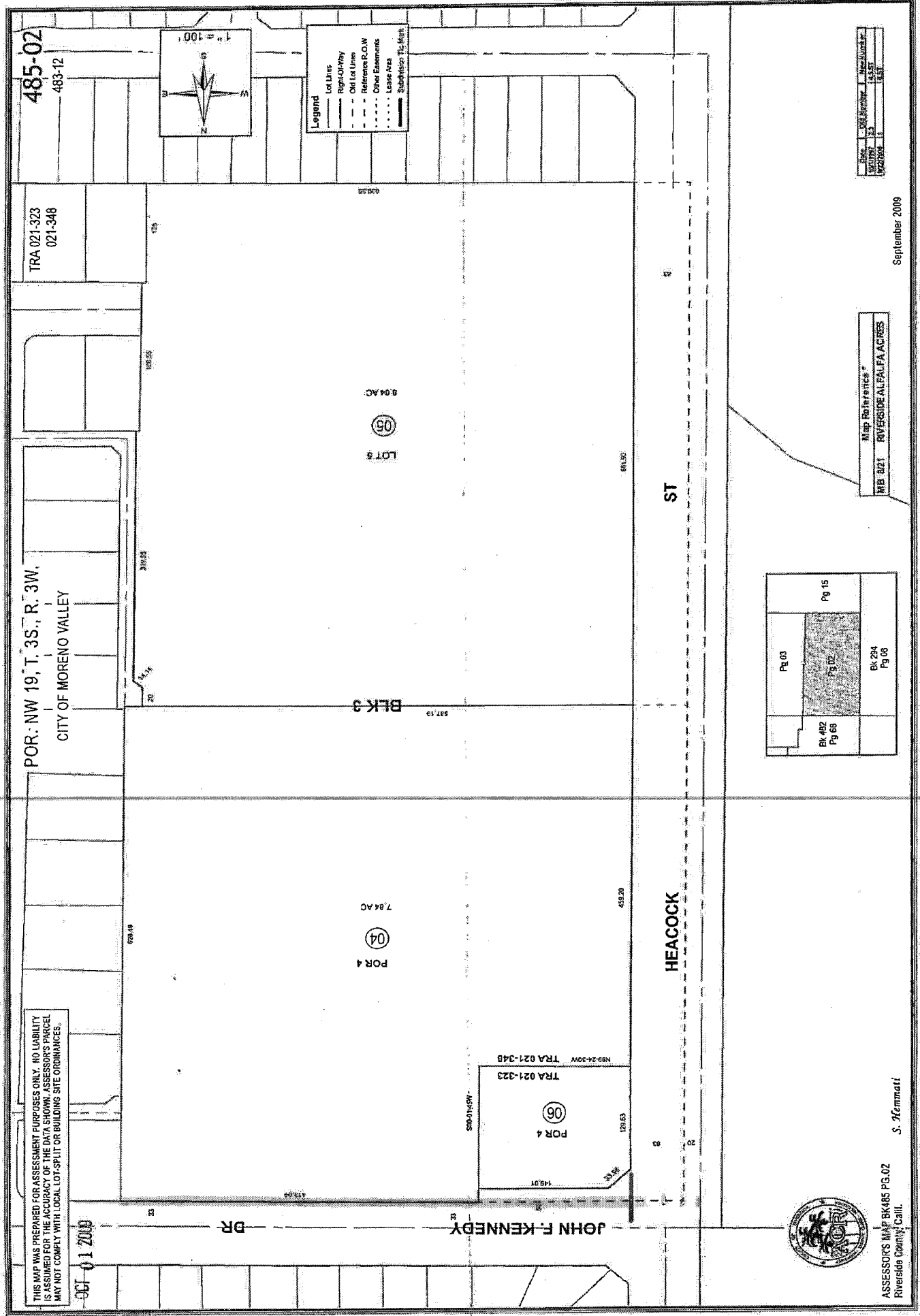
August 2009

J Morgan

ASSESSOR'S MAP BK 291 PG. 19
Riverside County, Calif.

SOCIETY R.D.A. / 2 PRIVATE

7 PARCELS



1 CITY P-D.A / 6 PRIVATE.

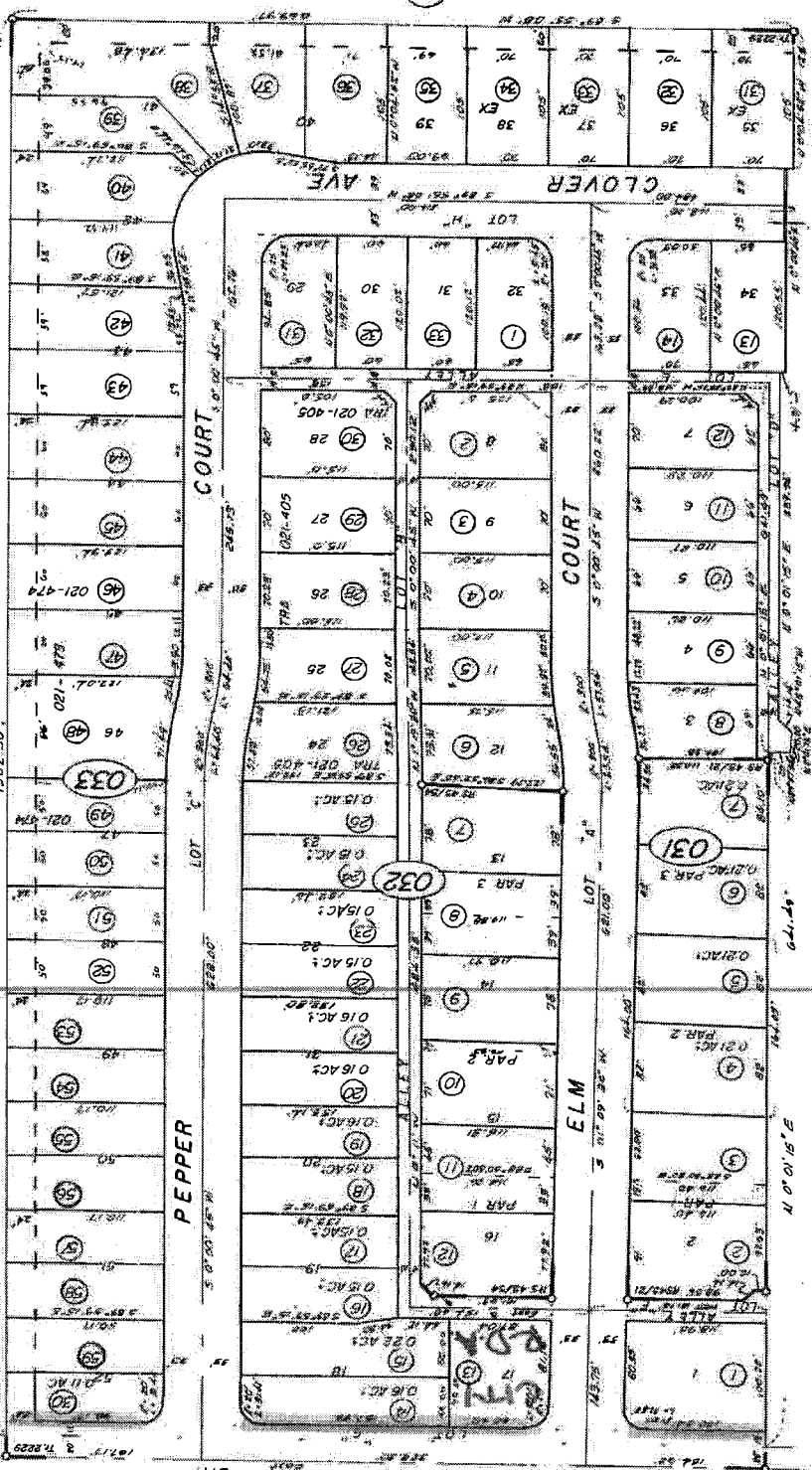
7 PARCELS

483 - II
485 - 03

T.R.A. 021 - 474
021 - 405
021 - 478

POR. NW 1/4 SEC. 19, T. 3S., R. 3W.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	OLD NO.	NEW NO.
1/1/76	485-03	31-35

MAY 88 PP

482
67

MB 42/31 Tract 2229
RS 45/21
RS 45/04

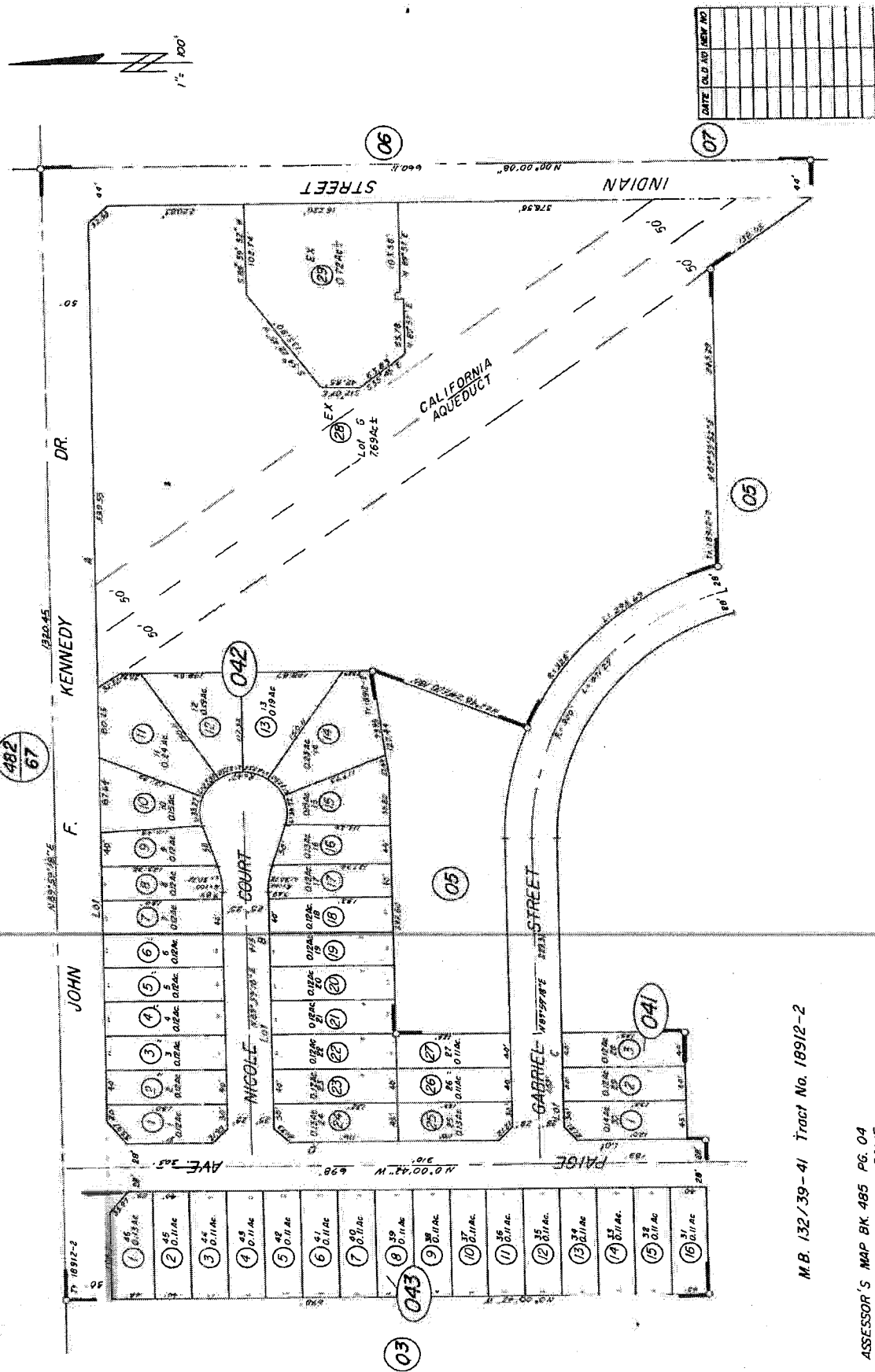
DATE: MB 8/21
ASSESSOR'S MAP BK 485 PG. 03
RIVERSIDE COUNTY, CALIF.

483 - 47
485 - 04

T. R. A. 021 - 137

FOR N 1/2 SEC. 19, T. 3S., R. 3W.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



M.B. 132/39-41 Tract No. 18912-2

ASSESSOR'S MAP BK 485 PG. 04
RIVERSIDE COUNTY, CALIF.

MAY 88 TP

B. Approach / Management Plan

Project Approach

The **Elsworth Street and Sherman Avenue Sidewalks Project** will involve designing sidewalk, curb, gutters, and pavement repairs on the west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and along the south side of Sherman Avenue from Elsworth Street west for approximately 600 L.F., and also along the south side of Sherman Avenue from Day Street to Pepper Street as one complete set of plans and specifications. The **John F. Kennedy Drive Street Improvements** will have a separate set of improvement plans (and specifications) providing for design of road widening and completing the missing curb, gutter, and sidewalk, along the south side of the street from Heacock Street to Paige Avenue. These projects will complete the pedestrian circulation portion of these roadway segments in the local area.

A strong line of communication shall be established with the City staff and other stakeholders.

The City has prepared a very detailed RFP. What remains is for the project team to execute. The following components will allow **effective execution** to occur:

- Effective work effort by the team is not measured by volume of activity, but through proactive project planning so that work effort is **efficient** and **precise**.
- **Frequent communication** and team meetings with the City at project inception to clarify directives and issues as they arise during preliminary research and studies.
- **Early coordination** for alignment studies and section alternates that provide for the ultimate section, but consider minimizing impacts to properties.
- **Accurate evaluation** of existing improvements and estimated construction costs to determine if the project can be completed for the City's budget allowance.
- **Early determination** of project ownerships affected so property

owners can be communicated with in a timely manner, if needed.

- **Early communication** for affected residents and opportunities for them to communicate their concerns/desires.
- **Regular collaboration** meetings for the project team that will include specific action items.
- **QA/QC** involvement and review at key project decision points by Team QA/QC Specialists.

Major Project Issues and Challenges:

There are a number of critical items that must be addressed for the efficient and successful completion of this project. These are addressed in detail in the **Project Understanding section**. The following are what the team feels are likely the top in priority:

1. Coordination with all stakeholders so comprehensive input is obtained.
2. Avoiding adjacent property impacts to keep costs within budget. This will be accomplished through creative grading/swale options, and exploration of minimizing parkway and sidewalk improvements where they are not critical.
3. Avoid long lead time delays through immediate initiation, and continuous and diligent follow up.

Team Management

The key element in the management of the project will be to assign experienced staff who will dedicate their efforts to advancing the design in an efficient and timely manner. This can be accomplished by assigning the right staff and managing the work using a comprehensive project work plan and schedule. With this in mind, Proactive has assembled a project team who can fulfill all of these goals. The core Proactive team will be comprised of experienced individuals who will be dedicated to the assignment from start to finish participating in all aspects of the work.

The project team will be lead by Tom Braun, (PM) who has successfully managed numerous roadway improvement projects

and has worked closely with many city and public agency staff to find mutually agreeable solutions to projects. Tom clearly understands the basic elements of a successful project: good planning, persistent management, and quality work. Tom's experience and team oriented personality will help the team work together with the City and other agency staff to reach the mutual goal of project success. He will be the principal point of contact with the City and will be responsible for developing a management plan to organize, monitor, and conduct the execution of the project.

Proactive Engineering will prepare a detailed project activities listing that describes all of the work tasks necessary to complete the project. A Master Project Schedule will be prepared showing the relationship between tasks and the expected start date and duration for each item. This schedule will serve as the guide to conducting and completing the work.

A comprehensive quality control plan will be developed specifically for this project and provided within 30 days of NTP. The quality control plan will emphasize the need to clearly define requirements and design standards for the design efforts, and the need to independently check all work before it is issued to the City or other reviewing agencies. The PM will oversee the quality control program and will audit the activities to see that all checks are done properly.

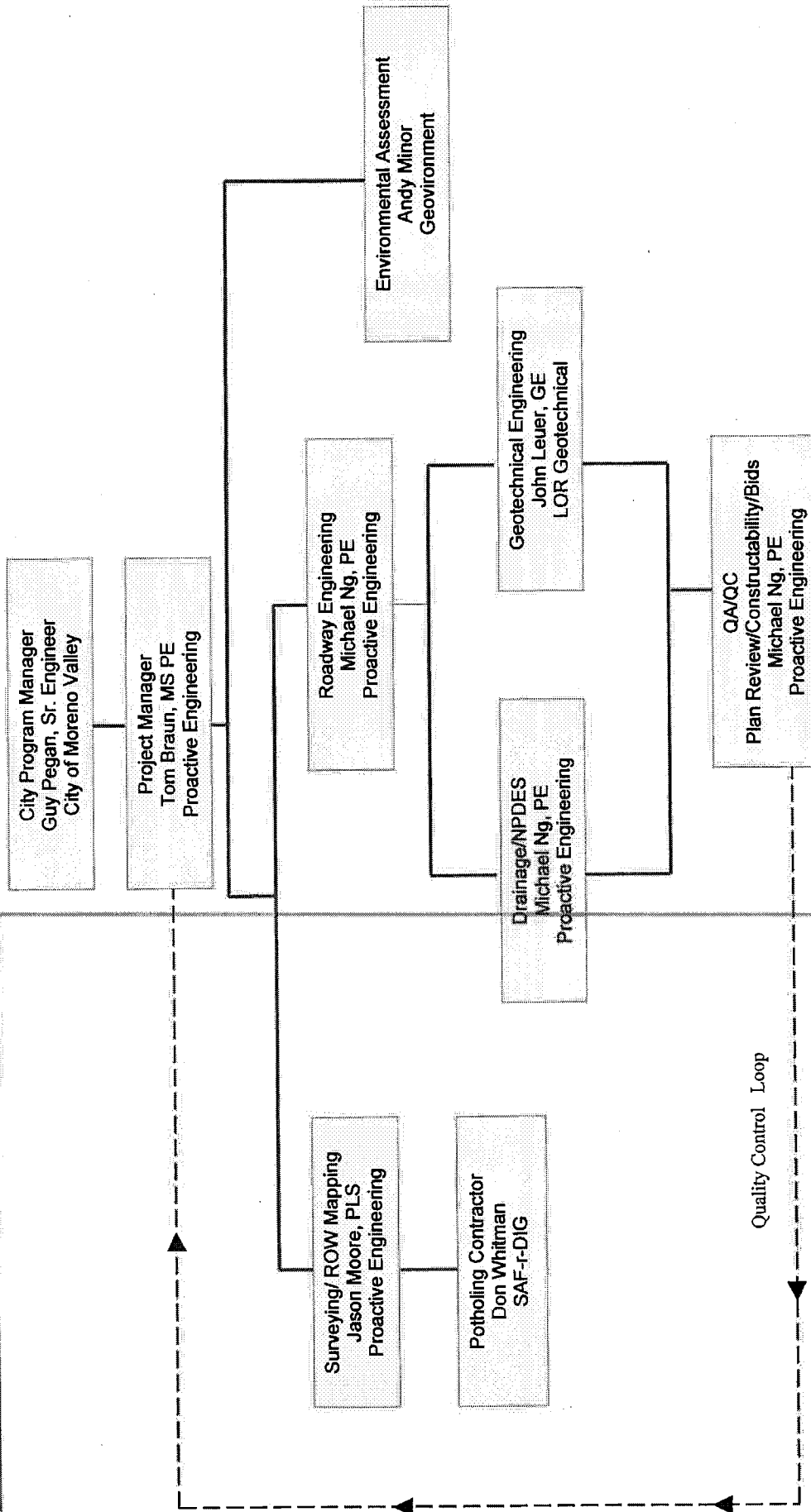
Each team member was carefully chosen based on their professionalism, experience with the City of Moreno Valley, and quality of work produced. The team members have worked together on teams for numerous projects in the past so they are already familiar with each others communication styles. The following protocol will be implemented and followed to ensure effective team management on this project:

- Detailed understanding of each team member as to their **roles** and **responsibilities**.
- PROACTIVE Engineering will act as prime team leaders and will hold all team members **accountable**.
- Weekly collaboration meetings for the project team that will include specific **action** items:
 - Follow up on previous action items.
 - Detailed description of new action items.
 - Firm or person responsible for item.
 - Specific due date for resolution of the item.
- Frequent communication between team members on areas of mutual interest. These interactions and coordination are crucial to ensure that project effort and schedule are not wasted on areas that impact other disciplines. Specific examples include:
 - Geotech (pavement) with Civil.
 - Environmental with Civil (for impacted area).
 - Survey with Civil (for boundary)
 - Potholing (if needed) with Survey.
 - All with Project Manager
 - QA/QC with all.

**ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS,
AND JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS**

PROJECT NO. 801 0059 70 77 AND 801 0060 70 77

ORGANIZATION CHART



C. Qualifications / Experience

Proactive Engineering Consultants (PROACTIVE) offers the City of Moreno Valley an experienced team of professionals to assist the City on this project. Our recent relevant project expertise allows us to take an objective and knowledgeable role in designing and implementing the Elsworth Street and Sherman Avenue Sidewalks, and John F. Kennedy Drive Street Improvements Project. Descriptions of representative projects that demonstrate the ability of the PROACTIVE team to successfully complete the tasks outlined in the Work Plan are provided on the following pages. Please note that the team has worked together on several very similar projects: Nason Street Widening (1.8 miles), Kitching Street Widening (1.5 miles), Cactus Avenue Widening project (1.6 miles), all for the City of Moreno Valley. The Kitching Street Project Leaders, Tom Braun, and Michael Ng are committed to operation as the Project Leaders for the Elsworth Street and Sherman Avenue Sidewalks, and John F. Kennedy Drive Street Improvements project.

PROACTIVE ENGINEERING CONSULTANTS (PROACTIVE)

NASON STREET WIDENING Project

Moreno Valley

Client: City of Moreno Valley

Contact:

Larry Gonzales and Henry Ngo
City of Moreno Valley
951-413-3100
14177 Frederick Street
Moreno Valley, CA 92552

PROACTIVE Engineering was the prime consultant and civil engineer/surveyor for the preliminary and final design for the 1.8 mile stretch of the Nason Street Widening Project between Cactus Avenue and Fir Avenue.

Project components included preparation of a Project Study Report (PSR), ADA compliance for accessible ramps/pathways, major utility undergrounding, traffic study, traffic signal

modification, new traffic signals, environmental certification, and R/W appraisal and acquisition. PROACTIVE managed a team of nine Subconsultants which included comprehensive program management in addition to the typical PS&E. Subs included: Ni Associates, OPC (land acq), LOR Geotech, and Saf R Dig.

CACTUS AVENUE WIDENING

Moreno Valley

Client: City of Moreno Valley

Client Contact:

Mr. Guy Pegan, Senior Manager
City of Moreno Valley
(951) 413-3115
Public Works Department – Capital Projects Div.
14177 Frederick Street
Moreno Valley, CA 92552

Project Description:

PROACTIVE was the Prime consultant, and civil engineer/surveyor for completing the Preliminary Engineering and final design of a 1.8 mile, 6 lane arterial widening improvement accommodating a third lane from the I-215 to Heacock Street. As the prime consultant responsibilities, involve leading the team of 9 subconsultants for maximum efficiency and collaboration. Project components include: modify 7 traffic signals, coordination with a major Caltrans interchange project (I-215/Cactus), Caltrans encroachment permit, coordination with March Air Reserve Base, soils engineering (LOR), Right-of-Way Acquisition, and environmental certification.

KITCHING STREET IMPROVEMENT Project

Moreno Valley

Client: City of Moreno Valley

Contact:

Viren Shah
City of Moreno Valley
951-413-3100
14177 Frederick Street
Moreno Valley, CA 92552

PROACTIVE Engineering was the prime consultant and civil engineer/surveyor for the preliminary and final design for the 1.5 mile stretch of Kitching Street between Gentian Avenue and Alessandro Boulevard.

Project components included preparation of a Project Study Report (PSR), ADA compliance for accessible ramps/pathways, two bridge widenings, major utility pole relocations, traffic study, traffic signal modification, new traffic signals, environmental certification, and R/W appraisal and acquisition. PROACTIVE managed a team of nine Subconsultants which included comprehensive program management in addition to the typical PS&E. Subs included: OPC (land acq), LOR Geotech, and Saf R Dig.



**Sand Canyon Avenue Widening-
Irvine, CA**

Client: City of Irvine / The Irvine Company

Contact:

Jamie Yoshida
The Irvine Company
949-720-2702
550 Newport Center Drive
Newport Beach, CA 92660

Michael Ng was the Project Manager responsible for the design of \$30,000,000 of Sand Canyon Avenue widening and realignment project located in Irvine, California. The infrastructure improvements included 2.2 miles of major arterial, 18" sewer trunk line, 48" waterline relocation, two (2) 12" water mains, six (6) traffic signals and ½ mile of 66KV installation. The project elements included roadway design, grading, drainage, signing, striping, utility relocation and property acquisition.

The project has major storm drain systems that connect to existing County flood control and Caltrans facilities. Major coordination effort was performed on design and construction schedule with the dry utility companies (SCE, gas and cable) and six (6) adjacent on-going developments. The project also included cost estimates, bid documents and specifications. Construction management support included process changes orders, RFI, and quantity updates.

NOTE: References/Qualifications for other team members are included in the appendix.

D. Staffing Plan

PROACTIVE has assembled an **experienced** and versatile team of professionals for this project. At every level, our team members are **committed** to providing the City with high quality service, and focused attention to critical detail. The Team has **performed and delivered** for the City of Moreno Valley in the past for Kitching, Cactus, and Nason Street Widening Project, and we are structured to do it again for Elsworth Street and Sherman Avenue Sidewalks, and John F. Kennedy Drive Street Improvements. We also understand that commitment to a client means that we dedicate the full extent of our resources to our clients and their project needs. To ensure our ability to achieve this we strategically limit our workload and client commitments to manageable levels. We do not oversell our services and over-commit our staff. What that means to the City is **focused attention** from each and every team member throughout the life of the project.

Our integrated project Team structure will provide effective project direction, hands-on control, and comprehensive coordination. Efficient coordination within our project Team is facilitated by long-standing relationships among the firms. Proactive and proposed sub-consultants have worked together on a number of projects in a similar capacity, including several for the City of Moreno Valley.

The anticipated schedule outlined in the RFP fits well with the PROACTIVE team's current workload, the City's schedule calls for an NTP in October 2014. This would lead to completion of the 35% level baseline work in January 2015. From there, the City may elect to authorize to 100%. The work would involve: 65%, 95%, and 100% Engineering complete in May 2015. We pledge to the City our commitment in providing the resources necessary to successfully complete this project in a timely manner. Below, we have outlined approximate percentages of time anticipated for our key staff members, along with their respective roles and credentials. While those percentages may serve as an indication of expected time per team member, they in no way represent the full capacity of our staff, in particular for those team members that may have nominal work efforts on this project. Regardless, in the event that the project needs dictate additional time and/or resources, the PROACTIVE Team will ensure that adequate resources are allocated accordingly.

The PROACTIVE team of consultants is comfortable with the proposed scope as detailed in the RFP and augmented in this proposal. Key to successful completion of the project will be the preliminary work up thru the 35% level. By allocating significant **key personnel on these critical early stages**, a firm foundation will be established for quick and efficient completion of the final engineering stage for the final PS&E.

Note that the Consultant team has **significant prior experience** working with the City of Moreno Valley.

AVAILABILITY OF KEY PERSONNEL

<u>NAME</u>	<u>ROLE</u>	<u>Years With Firm</u>	<u>Prior MV Projects</u>	<u>CURRENT AND EXPECTED ASSIGNMENTS</u>	
				<u>Hrs/Week</u>	<u>% Avail. for Project</u>
<u>PROACTIVE Engineering</u>					
Tom Braun, MS, PE	Project Lead/Civil	8	3	20	50%
Michael Ng, PE	Project Engineer	7	3	10	75%
Jason Moore, PLS	Survey Dir/Map	7	3	20	50%
<u>LOR Geotech</u>					
Andrew Tardie	Staff Geologist	16	50	20	50%
John Leuer	President		50	20	50%
<u>Geovironment</u>					
Andy Minor	Environmental Planner/GIS Specialist		5	20	50%

E. Work Plan / Schedule

The City desires a comprehensive approach to this project. They are looking to the consultant team to handle several elements in addition to the normal PS&E package:

- Environmental
- Minimize impacts to adjacent properties
- Cost minimization
- Soils Engineering
- R/W Definition
- Potholing (if required)

This will require real team leadership. Tom Braun of PROACTIVE Engineering has been doing just that on similar projects for many years, including leading the Nason, Cactus, and Kitching Street widening teams for the City of Moreno Valley. He is uniquely qualified to handle this role from a public vs. private perspective.

The team members have worked together for the City and on numerous projects for many years and thus are familiar with each others communication styles and needs. The team is also very familiar with City standards and protocols.

The City's RFP is very detailed. The following task descriptions are offered as a summary of the broad task items with augmentations where appropriate.

PROFESSIONAL DESIGN CONSULTING SERVICES

The project has three phases:

1. 35% Design
2. 35-100% Design
3. Construction

The following items will apply as appropriate to the various work phases:

1. Project Management

Tasks will be as specified in the City's RFP. Key categories include:

- Maintenance and monitoring of project schedules.
Deliverables: Accurate, up-to-date schedules.
- Leading team for maximum efficiency / collaboration.
Deliverables: Minutes of team meetings with action items and action follow up.
- Prompt attention to paperwork (staff reports, memos, invoices, RFI's, etc.).
Deliverables: Accurate, orderly, organized files for City record keeping.
- Accurate estimating of costs.

Deliverables: Cost estimates, separated by funding sources, at 35% level stage.

- Plan review for bidability, accuracy, conformance with City standards, efficiency and constructability.

Deliverables: Plan check correction comments at summary memo, 35, 65, 95, 100% and final level for PS&E and drainage report.

2. Civil/Roadway

Tasks as identified in the RFP, especially:

- Based on detail geometrics and alignments to determine if existing R/W will be adequate. This will be completed by the 35% submittal.
- Based on survey and geometrics, determine overhead utility lines that may interfere with the proposed sidewalks. Begin this process during 35% effort.
- Evaluation of existing improvements within the project area that affect the proposed project goals.
- Based on completed geotechnical, drainage studies and utility investigation, the horizontal and vertical alignments will be refined to incorporate the findings during the 35% submittal.
- Prepare design cross sections at 25'-50' intervals with surveyed data (existing grades), proposed pavement and curb elevations.
- Prepare Engineer's Estimate at 35, 65, 95, 100%, and final submittal.
- Evaluation of parkway alternatives based on construction costs and environmental impacts.

Deliverables: Horizontal and Vertical alignment studies.
Design Cross Sections
35, 65, 95, 100% and final plans, specs and estimates

3. Drainage

During the 35% completion design phase, existing drainage facilities and patterns will be researched, identified and evaluated by record data and field survey. Prepare preliminary drainage system layout and calculations for proposed storm runoff control. Prepare the necessary studies, design plans, calculations and reports to obtain conceptual approval for the proposed drainage improvements from the affected agencies. Following concept approval, proceed with final design. Since the construction area is less than one acre, a WQMP should not be required.

Deliverables: Preliminary Storm water control Plan.
Preliminary Hydrology and

Hydraulics Calculations.

During the 65%, 95% and 100% completion design phases, the street drainage facilities and storm drain systems, will be prepared and submitted for 65%, 95% and 100% review by the City after being reviewed and approved by the team's internal plan checker.

Deliverables: Final Storm Drain Plan.
Final Hydrology and Hydraulics Calculations for Storm Drain.

4. Survey/Mapping

A. Research

One of the initial steps involved in the review and analysis of the existing project condition will be to obtain thorough research of documents and existing data that may be available through various sources. It will be critical to develop a firm understanding of this information to be able to effectively make decisions that will ultimately be in the City's best interests. Our team will work with the City and others in an effort to compile and review the following:

- Current information and documentation describing the properties within the project limits that may be impacted by road widening.
- Thorough research of City, County, and other survey records that may impact the right-of-way or constraints of the project.
- Existing records, documents, and maps of the property in possession of the City that may have relevant or historical information critical to the project.
- Site-specific information such as access concerns, monument availability, and the presence of published horizontal and vertical control in the area.

B. Aerial Topography

Deliverables: Digital CADD file
Ortho-Photo Images

C. Cross-Sections

As a supplement to the aerial effort, PROACTIVE will use conventional ground survey techniques to perform cross sections at 25'-50-foot intervals, from right-of-way to right-of-way along the Street alignments within the project limits. Visible indications of surface utilities lying within those limits and not reflected by aerial methods will be located, as will rim elevations for drainage

structures present. The supplemental data will be used in conjunction with the aerial mapping to create a single topographic map that will be used as the basis for design.

Deliverables: Digital CADD file

D. Existing Right-of-Way and Base Map

PROACTIVE will conduct the field measurements and perform the analysis necessary to retrace the centerline and right-of-way within the project limits. The result will be a Base Map illustrating existing right of way conditions, as well as the location of record of adjacent properties that may be impacted by the project. Based on initial research, about half of the impacted adjacent properties are City of Moreno Valley, RDA owned. PROACTIVE will use available agency research, prior surveys, and assessor parcel maps to prepare the Base Map. This will not be a full and complete boundary survey of the adjacent land parcels. Survey monuments located and indicated on the survey will be limited to existing, centerline monuments found to be present along the alignment. If, during the field investigation and subsequent analysis, there appears to be a large discrepancy or ambiguity in the rights-of-way or boundaries in said effort, the appropriate course of action will be recommended and handled by a separate agreement.

Deliverables: Digital CADD file
Right-of-Way Exhibit (PDF and/or Hard Copies)

E. Potholing (If Required)

It is anticipated that potholing work may be required to locate utilities at or near proposed underground improvements. PROACTIVE will employ the services of Saf-R-Dig to perform the vacuum excavation involved in this effort. A budget for 5 potholes has been included accordingly. It is assumed that all pothole locations will be pre-marked prior to any field location effort, and that said locations will be marked during an initial, single field visit and located during a second, single field visit.

Deliverables: Pothole locations, notes/data

F. Proposed Temporary Construction Easements (TCE) Legal Descriptions and Exhibits

Using the Base Map information developed above, PROACTIVE will prepare TCEs for the estimated locations where additional access may be needed for construction. Based on initial review of the existing right-of-way, it appears that approximately

8 locations will need TCEs. Several of the adjacent parcels are owned by the City of Moreno Valley RDA, so these are assumed to not need TCEs.

PROACTIVE has included a budget hereon to prepare one legal description/easement for a Temporary Construction Easement (TCE) in the same vicinity for each of the properties impacted (assume 8). Since the TCE should be a simple description that references the (for example) "northerly 10' of parcel 10", a title report should not be required. This will be verified prior to the preparation of the documents.

Deliverables: 8 Exhibits 'A' and "B" for TCE

5. Environmental

Public Works Environmental Form

Geoenvironment Consulting will provide consulting services for the proposed Street Improvements. Geoenvironment Consulting proposes to evaluate the proposed project through preparation of the City of Moreno Valley "Public Works Environmental Information Form". As part of this effort, Geoenvironment Consulting will meet with ProActive Engineering to obtain a copy of the preliminary plans and other relevant project details. Geoenvironment Consulting will respond to each question contained on the Environmental Form based on a review of project plans, a site visit, and other available information. Questions for the following topics are expected to be addressed qualitatively and based on available information and resources: Aesthetics, Agricultural and Forestry Resources, Geology and Soils, Land Use and Planning, Mineral Resources, Population and Housing, Public Services, Recreation, and Utilities and Service Systems. It is expected that the remaining topics (Air Quality, Biological Resources, Cultural and Historic Resources, Greenhouse Gas Emissions, Hazardous Materials, Hydrology and Water Quality, Noise, and Transportation/Circulation) will require qualitative technical analysis; the responses to these questions will identify what technical studies or analyses are expected to be required as part of the future California Environmental Quality Act (CEQA) clearance process. Geoenvironment Consulting's preliminary assessment is that the projects would meet the requirements for a Categorical Exemption under CEQA guidelines Section 15301 – Existing Facilities, since it would construct a sidewalk between sections that have an existing sidewalk, and since no new traffic lanes are being proposed.

Geoenvironment Consulting will be available to meet with ProActive Engineering and the City to discuss the findings of the Environmental Form and provide any additional input on future environmental work.

These assumptions would be verified through preparation of the "Public Works Environmental Information Form".

6. Geotechnical

- Proposed 6 core/bore excavations outside of existing pavement area to sample subgrade soils to a maximum depth of 6.5 feet.
- We will contact Underground Service Alert (USA) to locate and mark all utilities in the drilling areas prior to the start of our field investigation work.
- We will obtain no fee permits from the City of Moreno Valley.
- Drilling, logging and sampling of all borings placed.
- Backfilling of the borings with soil cuttings.
- Laboratory testing and evaluation of the engineering properties of the sampled soils. Our tests will likely include but not necessarily be limited to: moisture content and density of in-situ soil samples, sieve analysis, sand equivalent, R-value, consolidate (collapse).
- Review existing geotechnical/geologic map, reports or other related document, as available.
- Preparation of a report containing our project approach, field investigation information, laboratory tests and results, analysis of field and laboratory data, and recommendations for design and construction, along with recommendations for street structural section design, to satisfy the City's provided T.I., and Specifically we will address all services identified in section 4 of City's RFP.

Deliverables: Prepare a Geotechnical Engineering Report presenting our findings,

conclusions, and
recommendations.

Based upon our recommendations, cost analysis of the various aspects of the project can be determined by the project engineer.

**Phase 2: 100% Design
Services**

- 1.1 Based on City review comments, prepare and submit 65%, 95%, and 100% and Final Mylar stage traffic signal plans. Plans will be provided at up to 7 intersections and will be prepared at a scale of 1" = 20' with one sheet for each intersection.
- 1.2 Based on City review comments, prepare and submit 65%, 95%, and 100% and Final Mylar stage signing and striping plans. Signing and striping plans will be prepared at a scale of 1" = 40' and are assumed to require no more than 4 plan sheets.
- 3.1 Prepare Specifications with submission for review at 65%, 95%, and 100% and Final Mylar stage.
- 4.1 Prepare Estimates with submission for review at 65%, 95%, and 100% and Final Mylar stage.
- 4.11 Attend up to 4 project team meetings during the Phase 2 work effort.

DELIVERABLES/TIMING

The first plan submittal will occur within 35 working days of authorization to proceed and receipt of base plans in electronic format.

**Phase 3: Construction
(As listed in RFP)**

F. Quality Assurance/Quality Control

QA/QC will be a **crucial** element to the success of this project. The PROACTIVE Engineering team is uniquely qualified to excel in this task. The team leaders have **extensive experience** on public projects in QA/QC on numerous **similar projects for the City**, and in the County of Riverside. The team leaders worked in this exact capacity for the Nason, Cactus, and Kitching Street widening projects recently completed for the city.

The Proactive Team QA/QC lead, Michael Ng, will complete the **independent** review of alignment studies, alternative design options, the report of project issues, and plans and reports prepared by the various team members for:

- Roadway
- Survey
- Utility Coordination
- Mapping
- Drainage
- Environmental
- R/W Definition
- Geotechnical Engineering
- Cost Estimates
- Specifications

Michael Ng will be involved at the project kick-off stage and initial site walk to help identify critical issues and cost effective solutions. Additionally, studies and reports will be checked at 35%, 65%, 95%, and 100% for bidability and the "Three C's":

- **Construction Cost**
- **Constructability**
- **Claims avoidance**

As appropriate, formal written plan check comments, along with redline plan markups, will be provided to the various team members. The written comments and plan markups will be saved to document the QA/QC process. These archives will be available to the City at any time they request.

Each team member will also be conducting internal, as well as cross practice area, QA/QC.

Delivering a high quality, cost efficient, and safe design is the goal of this work effort. From past experience of this team working together this has been a repeatedly accomplished goal.

The real key for QA/QC is up front proactive, focus with key people so that effort and schedule are not impacted with costly and time wasting re-dos.

G. Additional Relevant Information

COMPREHENSIVE SERVICE REQUIRES A UNIQUELY QUALIFIED CONSULTING TEAM.

The City desires the consulting team to provide comprehensive support for the required professional services. Most teams may be used to preparing basic PS&E packages, but are not experienced with the intricacies of handling a work effort that is this comprehensive, including items such as:

- ROW Definition
- Minimizing Impacts to adjacent properties (Driveways, walls, fences, etc.)
- Environmental Clearance
- Conducting plan reviews for bidability and constructability
- Soils Investigation
- Comprehensive QA/QC
- ADA Compliance

The project efforts require a creative and uniquely qualified team. One that can be independent, yet completely accountable to and collaborating with City Leaders and staff.

We feel that the Proactive Engineering consulting team is uniquely qualified to complete this project in an efficient, effective, and budget conscious manner for several reasons:

- We have assembled a comprehensive and cohesive team.
- Team members have worked together on numerous projects over many years, so they are already used to each others communication styles. Recently completed City projects include: Nason Street, Cactus Avenue, and Kitching Street Widening.
- The Project Manager is Tom Braun of Proactive Engineering. Tom has extensive experience working on similar projects, including being the team leader for Nason, Cactus, and Kitching Street Widening.

- The Senior Manager is Michael Ng of Proactive Engineering. Mike has managed many projects very similar to this widening project during his 30 plus years of experience, including most recently the Kitching Street Widening, Cactus Avenue, and Nason Street Widening Improvements.
- This collaborative team brings the **public agency perspective**, which is critical for the City's goals to be achieved. They understand City staff and resident needs and concerns in a way that only someone with their experience can.

The Proactive Engineering Consultant team is made up of the following quality members:

- PROACTIVE Engineering Consultants
 - Civil Engineering/Mapping/Survey
- Geovironmental – Environmental
- LOR Geotechnical – Geotech
- Saf-r-dig – Potholing

Our team has completed extensive study of the project site, the RFP, and the team members have worked on several projects either in or for the City of Moreno Valley. Our team is comfortable with the proposed schedule that calls for 35% plans in January 2015, and completed 100% PS&E in May 2015 assuming an NTP in October 2014.

H. Exceptions to RFP

The PROACTIVE team is taking the following exceptions to the RFP:

NONE

PROACTIVE

CITY REQUIRED STATEMENTS

1. This Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. This Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
3. Consultant's Services to be provided and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A separate section containing a complete and detailed description of all of the exceptions to the provisions and conditions of the Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultants Services is hereby included.
5. Consultant's Staff statement of qualifications to be assigned to this project is hereby included. Consultant acknowledges if staff becomes unavailable, that Consultant may substitute other staff with at least equal competence only after prior written approval by the City.
6. Consultant's resource allocation matrix is included.
7. A rate schedule for Consultant's progress payment billing rates and for any extra work incurred is included. Consultant acknowledges extra work will require prior approval from the City.
8. Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultants without written permission from the City. A statement of qualifications for assigned sub-consultant's to this project is included.
9. All charges for Consultant services is a "Not-to-Exceed fee" which includes conservatively estimated reimbursable expenses, as submitted with and made a part of this Proposal.
10. Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
12. Included hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
13. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
14. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
15. Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
16. Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled

PROACTIVE

CITY REQUIRED STATEMENTS

"Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

17. Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
18. Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

**CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)

- (5) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- (9) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

- (10) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- (12) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- (13) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

City of Moreno Valley

Contractor/Consultant Name

BY: _____

BY: 

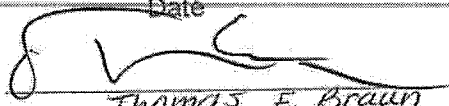
TITLE: President

(Select only one please)
(President or Vice President)

June 26, 2014

Date

Date

BY: 

TITLE: Corporate Secretary

(Corporate Secretary)

June 26, 2014

Date

LIST OF SUBCONSULTANTS

PROJECT NAME: **ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS, AND JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS**

PROJECT NO: **801 0059 70 77 and 801 0060 70 77**

CONSULTANT NAME: **PROACTIVE ENGINEERING CONSULTANTS**

Name: **Geovironment Consulting, LLC**
Telephone: 951.791.9600 office | aminor@geovironmental.com
Address: 630 W. 7th Street
City/State/Zip: San Jacinto, CA 92583
Description of Subconsultant's Work:
Provides environmental documentation pursuant to the California Environmental Quality Act (CEQA) for the proposed project through the City of Moreno Valley's " Public Works Environmental Information Form".


Name: **LOR Geotechnical**
Telephone: 951.653.1741 office | jleuer@lorgeo.com
Address: 6121 Quail Valley Ct.
City/State/Zip: Riverside, CA 92507
Description of Subconsultant's Work:
Evaluates subsurface conditions, provides geotechnical design recommendations and determines subgrade strength, provides soils investigations.

Name: **SAF-r-Dig Utility Surveys, Inc.**
Telephone: 760.776.8274 office | 760.776.8278 fax
Address: 41-905 Boardwalk, Suite A
City/State/Zip: Palm Desert, CA 92211
Description of Subconsultant's Work:
Utility Surveys and potholing. Identifies underground utilities along planned route alignment to avoid utility conflicts. Provides visual verification and documentation, WBE/SBE.

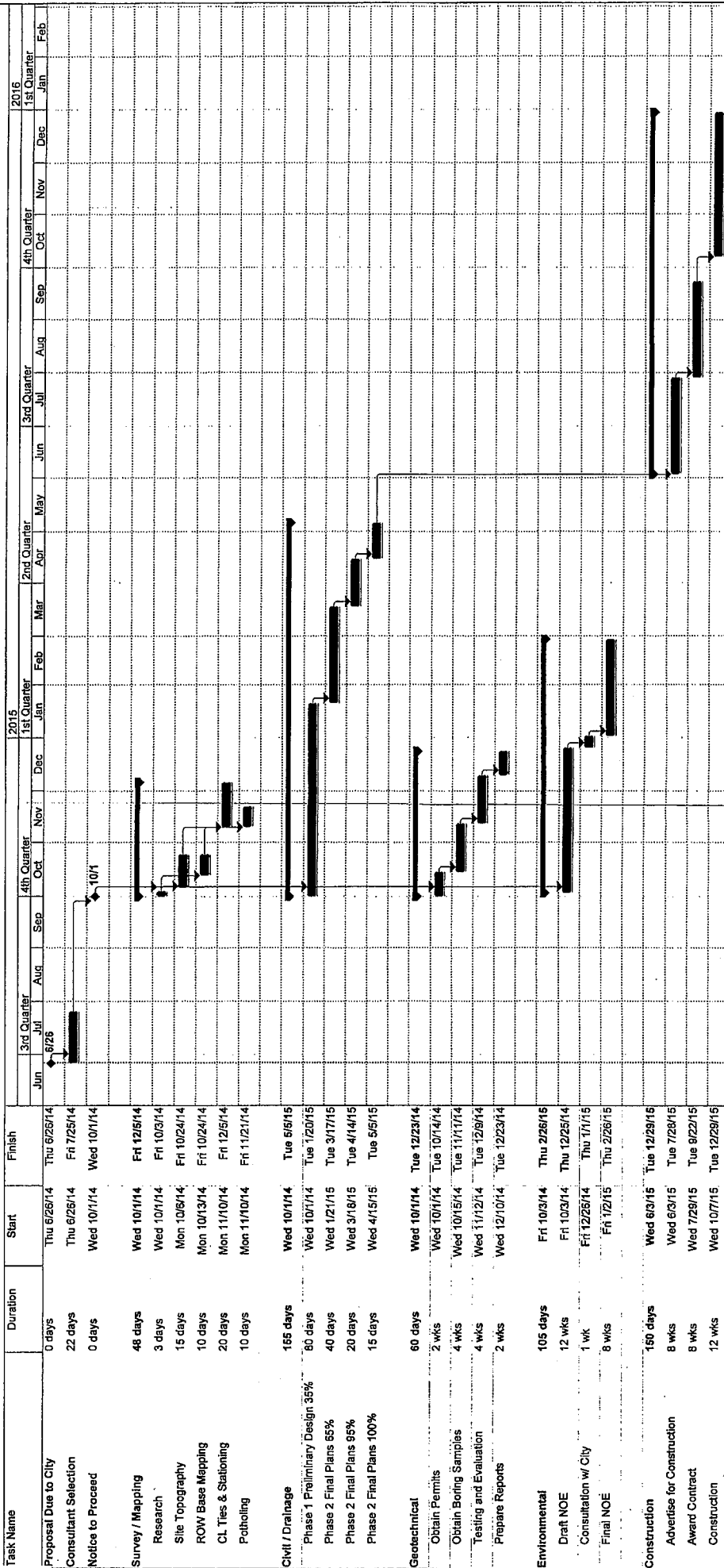
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> NA a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> NA a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> NA a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: Not Applicable	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: NOT APPLICABLE Congressional District, if known:	
6. Federal Department/Agency: Not Applicable	7. Federal Program Name/Description: Not Applicable CFDA Number, if applicable: _____	
8. Federal Action Number, if known: Not Applicable	9. Award Amount, if known: \$ Not Applicable	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Not Applicable	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Not Applicable	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Thomas E. Braun Title: President Principal Telephone No.: 951.280.3300 Date: 06.26.14	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

CITY OF MORENO VALLEY
 ELSWORTH ST. AND SHERMAN AVE. SIDEWALK AND JOHN F. KENNEDY DR. STREET IMPROVEMENTS
 Preliminary Project Schedule
 Prepared by: Proactive Engineering Consultants, Inc.



Project: Elsworth / JFK
 Date: Thu 6/26/14

Task Split

Progress Milestone

Summary Project Summary

External Tasks External MileTask

Split

RESOURCE MATRIX
 Project No. 801.0059 70 77
 ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS IMPROVEMENTS
 (PROJECT 2 - PART 1)

6/26/2014

DESCRIPTION	FEC										S&E-RD/IG					GEVIRONMENT					LOR					TASK TOTAL
	Principal	Sr. Project Director	Project Manager	Sr. Project Engineer	Survey Field Coordinator	Survey Field Analyst	2-man Crew	CAD Tech	Civil	Aerial Photo	SubTOTAL	Perishing	Principal	Project Manager	Civil	SubTOTAL	Principal	Project Engineer	Drafting	Civil	Field Work	Laboratory Testing	SubTOTAL			
PHASE 1																										
1. Project Summary Memorandum (PSM)	8		10	24				32	12																	
Project Management with meetings	24		24					16																		
Design Survey Plans Mapping		2			8	20																				
Plan Review																										
Aerial Topography																										
Cost Section (Field)																										
Civil - Roadway	8		24	48				32																		
Primary Geomatics	2		8	24																						
Final Design	2		6	12				8																		
Preliminary Utility Coordination	2		6	12				8																		
Identification of Potential Conflicts	2		6	12				8																		
Identification of Utilities (Including 2nd Survey)			6	12				8																		
Geotechnical Investigation																										
Environmental																										
CEQA Env. Information Form																										
Project Meeting	46		84	128	32	26	44	76	32	1																
SUBTOTAL HOURS																										
2. Plans and Estimates (P&E)	8		8																							
Project Management with meetings	4		4																							
Plan Check and Plan Check Confirmation	4		4																							
Civil - Roadway and Geometrics	2		4	12				4																		
Drainage - Plan	2		2	8				2																		
Drainage - Report	4		4	8				4																		
Utility Coordination / Notification	2		4	8				4																		
Cost Estimates	2		6	12				4																		
Cost Section Design (Office)	20		42	108	0	0	0	46	10	0																
SUBTOTAL HOURS																										
PHASE 2																										
3. Plans, Specifications and Estimates (P&S)	8		6																							
Project Management with meetings	4		4																							
Plan Check and P&S Review	4		4	16				20																		
Civil - Roadway and Geometrics	2		4	6				2																		
Drainage - Plan	2		2	6				2																		
Drainage - Report	4		4	8				4																		
Utility Coordination / Notification	2		4	8				4																		
Cost Estimates and Specifications	12		10	16				6																		
SUBTOTAL HOURS																										
4. Plans, Specifications and Estimates (P&S)	8		6																							
Project Management with meetings	4		4																							
Plan Check and P&S Review	4		4	16				12																		
Civil - Roadway and Geometrics	2		4	6				2																		
Drainage - Plan	2		2	6				2																		
Drainage - Report	4		4	8				4																		
Utility Coordination / Notification	2		4	8				4																		
Cost Estimates and Specifications	8		8	12				4																		
SUBTOTAL HOURS																										
5. Plans, Specifications and Estimates (P&S)	3		4																							
Project Management with meetings	2		2																							
Plan Review and Approval	1		2	8				6																		
Civil - Roadway and Geometrics	2		4	6				2																		
Utility Coordination / Notification	1		2	4				2																		
Cost Estimates and Specifications	3		4	12				6																		
SUBTOTAL HOURS																										
PHASE 3																										
6. Construction Support	8		20	24																						
Construction Management and Coordination	2		10	12																						
Pre-Construction Meeting	8		10	24																						
Construction Support	2		6	12																						
As-Built	20		38	80																						
SUBTOTAL HOURS																										
HOURLY TOTALS	109	4	232	410	12	26	44	172	46	1		5	2	8	1	0	3	2	2	1	1		1,076			

Task Description	PEC										SAFE-R/DIG					GEOENVIRONMENT					LOR					TASK TOTAL	
	Principal	Survey Director	Sr. Project Manager	Project Engineer	Survey Field Coordinator	Survey Analyst	3-Digit Crew	Old Tech	Credial	Aerial Photo	Subtotal	Each	Principal	Project Manager	Credial	Subtotal	Principal	Project Engineer	Principal	Project Engineer	Principal	Project Engineer	Dwelling	Credial	Field Work		Laboratory Testing
PHASE 1 1. Project Summary Memorandum (PSM) Project Management with meetings Design Survey/Phase Mapping Aerial Photo Mapping Cross Section [Road] Civil - Roadway Preliminary Geomatics Preliminary Cost Estimate Preliminary Construction Method Identification of Potential Conflicts Road Verification of Utilities (Prebidding and survey) Geotechnical Investigations Environmental Information Form Project Meetings SUBTOTAL HOURS	8	24	1	1	8	16	8	12	1	5	1	5	1	2	1	1	2	1	2	1	2	1.5	2	1	2		
PHASE 2 2. Plans and Estimate (PE&E) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geomatics Drainage - Report Utility Coordination / Notification Cost Estimate Construction Method Cross Section Design (Office) SUBTOTAL HOURS	8	40	4	4	2	4	2	2																			
PHASE 3 3. Plans, Specification and Estimate (PS&E) Plans and Estimate (PE&E) Plan Check and P&E Review Civil - Roadway and Geomatics Drainage - Plans Drainage - Report Utility Coordination / Notification Cost Estimate and Specifications SUBTOTAL HOURS	6	24	2	4	0	0	18	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PHASE 4 4. Plans, Specification and Estimate (PS&E) Plans and Estimate (PE&E) Plan Check and P&E Review Civil - Roadway and Geomatics Drainage - Plans Drainage - Report Utility Coordination / Notification Cost Estimate and Specifications SUBTOTAL HOURS	6	24	2	4	0	0	18	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PHASE 5 5. Plans, Specification and Estimate (PS&E) Plans and Estimate (PE&E) Plan Check and P&E Review Civil - Roadway and Geomatics Utility Coordination / Notification Cost Estimate & Specifications SUBTOTAL HOURS	2	8	2	2	0	0	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PHASE 6 6. Construction Support Pre-bidding and Construction Pre-Construction Meeting Construction Support As-Built SUBTOTAL HOURS HOURLY TOTALS	0	16	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	100	2	173	307	8	20	26	130	58	1	5	2	3	1	0	3	2	1	1	0	3	2	2	1	1	822	

PROACTIVE

COMPANY PROFILE – PROACTIVE ENGINEERING CONSULTANTS

Proactive Engineering Consultants, Inc. (PROACTIVE) is a Southern California based civil engineering consulting firm serving governmental entities and the development community throughout Southern California. Our management staff's experience is in excess of 25 years for numerous public works, drainage, school site, residential, and commercial/industrial developments.

Our goal is to do things right the first time. That is where our company name, PROACTIVE, came from. Proactive Engineering Consultants is a firm that is committed to providing outstanding service for our clients. To ensure this we adhere to Pareto's Principle: 20% of the people do 80% of the work", and seek only to have the top performing professionals in the industry employed with us.

Although our staff has extensive experience working on small to mega-projects, we have adopted a small business **client focused** philosophy (certified SBE). It is this philosophy that established our mission to be "A Different Kind of Company" providing high quality service to a small group of clients. Our goal is to have long-term relationships with our clients to provide for smooth and efficient communication

PROACTIVE provides expertise in civil engineering, survey, and mapping focused on capital improvements and land development. PROACTIVE has worked on numerous Public Works projects in various capacities throughout Southern California. Our public and private experience will be ideal for this Storm Drain project. Our insurance is in full compliance with City requirements, and we have no objections to the City contract.

CIVIL ENGINEERING SERVICES

- Drainage Plans & Flood Routing
- Hydrology/Hydraulic Studies
- Preliminary Site Constraints & Due Diligence
- Street & Utility Improvement Plans
- Grading Plans & Related Studies
- Erosion & Sediment Control
- NPDES Compliance: SWPPP & WQMP
- Preliminary Engineering & Site Development
- Site Planning & Lotting Studies
- Tentative Mapping & Master Planning

SURVEY & MAPPING SERVICES

- Aerial / Photogrammetric Surveys
- ALTA/ACSM Land Title Surveys
- As-Built Surveys
- Boundary Retracement
- Construction Staking
- Design Surveys
- Encumbrance Mapping
- GIS and Database Preparation
- Horizontal/Vertical Control Networks
- Land Descriptions
- Monitoring and Site Calibration
- Right-of-Way Engineering
- Subdivision Mapping
- Terrain Modeling
- Topographic Surveys
- Utility Surveys

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RESUMES - PROACTIVE ENGINEERING CONSULTANTS

THOMAS E. BRAUN, M.S., P.E.
PRINCIPAL

Education: MS/1986/Civil Engineering (Drainage Specialty)
BS/1984/Civil Engineering

Registration: 1987/Professional Engineer/CA #41817

Qualifications: Mr. Braun offers 26 years of engineering and design experience. As Principal, he is responsible for overseeing the design teams and coordinating work efforts with in the team. His duties include supervising each project's development in accordance with the contractually stipulated milestones, schedules, and budgets. His experience includes the design of public roadways, water and sanitary sewer systems, stable channel design of erodible channels, hydrology studies, EIR evaluations, project cost analysis, hydraulic design of storm water systems and siltation basins, and application of computer models in hydraulics.

Cactus Avenue Street Widening Improvements: Moreno Valley, California

City of Moreno Valley

Principal in charge responsible for completing the Preliminary Engineering and Final PS&E for a 1.8 mile, 6 lane arterial widening improvement accommodating a 3rd lane from I-215 to Heacock Street. Project components included coordination with Riverside County Flood Control for major Flood Control Channel adjacent to roadway, seven modified traffic signals, coordination with a major Caltrans Interchange Project (I-215/Cactus), Caltrans encroachment permit, coordination with March Air Reserve Base (Federal), soils engineering and environmental certification, and comprehensive program management in addition to the typical PS&E.

Kitching Street Improvements; Moreno Valley, California

City of Moreno Valley

Principal in charge responsible for oversight of nine Subconsultants for preliminary and final design. Project consists of widening 1.5 miles of Kitching Street between Gentian Avenue and Alessandro Boulevard. Project components included preparation of a Project Study Report, two bridge widenings, R/W Appraisal and acquisition, major utility pole relocations, environmental certification, traffic signal design, and comprehensive program management in addition to the typical PS&E.

CFD Improvements; Chino Hills, California

City of Chino Hills

Project Manager responsible for the design of \$30,000,000 of infrastructure improvements including two miles of major roadway (Butterfield Ranch Road), water reservoir, sewer lift station, a Caltrans intersection with the 71 Freeway, and two miles of 24-inch waterline.

2000 Long Beach Boulevard; Long Beach, California

Comstock, Crosser & Associates

Principal-in-Charge responsible for overseeing the assignment to provide preliminary and final engineering services for this pipeline relocation project located in Long Beach, California. The preliminary scope of services included data collection/utility research; base maps; alignment studies; and meetings. The final engineering scope of services included construction plans; project specifications; soils investigation; estimate of probable construction costs; construction support services; and record drawings.

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RESUMES - THOMAS E. BRAUN, M.S., P.E. CONT ...

Island Wells Pipeline; Lake Elsinore, California

Elsinore Valley Municipal Water District

Principal-in-Charge of overseeing this pipeline project. Scope of services included mobilizing construction equipment and obtaining the required permits; furnishing all labor, materials, and equipment to install the 16-inch ductile-iron pipe including restraining joints, bends, fittings, and slope anchors; installing a six-inch blow-off valve, two-inch air release and vacuum valve, and 16-inch butterfly valve assembly; connecting new pipe to the existing 16-inch CML&C pipe in Cereal street; connecting new pipe to existing 24-inch CML&C pipe at the island well field; and de-watering the pipeline trench.

The Irvine/Newport Coast Master Planned Community; Orange County, California

The Irvine Company

Project Engineer for this community which consists of over 9,400 acres immediately south of Newport Beach, this coastal master planned development has been planned for more than 2,400 residential units, three destination resorts, two top-ranked championship golf courses, and over 7,300 acres of dedicated open space. Was master engineer for the Newport Coast development responsible for preparing the majority of the preliminary and final civil engineering design. Additionally, designed the master water and sewer facilities, which included three domestic water reservoirs and pump stations, and three sewer lift stations.

Liberty; Lake Elsinore, California

The TMC

Project Director for all of the civil engineering aspects for this mixed-use major residential and commercial subdivision that encompasses 3,000 acres. Provide the development plans for over 6,500 residential units and several commercial sites. As master engineer, provided civil engineering, surveying, and mapping services. This particular development posed some challenges in that much of the acreage is part of a flood basin generating the need for FEMA map revisions, flood routing studies, and a massive effort in grading design.

The Marbella Golf and Country Club; San Juan Capistrano, California

The Fairway Land Company

Project Engineer for this 327-acre private community with an 18-hole championship golf course, a 50,000-square-foot club house, a tennis club, and swimming facilities, all surrounded by 347 luxury homes. Through creative planning and engineering design, preserved 70 percent of the project for open space, and preserved the ridgelines of the property, realigned and restored Horno Creek containing native tree species and other wildlife habitat, and preserved numerous significant stands of mature eucalyptus trees. The golf course and residential components of Marbella have been carefully positioned to protect and enhance the existing environmental qualities, yet maximize the value of the amenities and golf course view premiums.

North Peak; Lake Elsinore, California

North Peak Partners, LP

Project Director for this 1,200-unit golf-oriented community located in the hills above Lake Elsinore. Guarded by 780 acres of permanent open space, this 850-acre community contains 36 holes of golf and maintains the feel of a high-end hidden resort. Provided master planning and engineering services including entitlement processing, grading, water, sewer, and mapping services. Additionally, support was provided during the development of the Specific Plan.

PROACTIVE

RESUMES-MICHAEL NG, P.E.

MICHAEL NG, P.E.
SENIOR PROJECT MANAGER

Education: BS/1984/Civil Engineering

Registration: 1989/Professional Engineer/California #C44875

Qualifications: Mr. Ng has more than 23 years of experience in planning, design, and processing of public infrastructure improvements and development projects including master planned communities, and commercial properties. His experience and skill includes the design elements such as grading, street, water, and sanitary sewer systems, hydrology studies, EIR evaluations, project cost analysis, and design of drainage facilities.

As a Senior Project Manager, he is responsible for technical supervision, coordination, and design of public works and land development projects. He has extensive experience working with public agencies and has also prepared bid documents, specifications, and construction field support and management. He has been involved with government permits and approvals including FEMA floodplain map revisions. Corps of Engineers 404 permits, NPDES permits, and environmental wetland mitigation and has provided EIR technical support. Some of Mr. Ng's recent projects include:

Cactus Avenue Street Widening Improvements: Moreno Valley, California

City of Moreno Valley

Senior Project Manager responsible for completing the Preliminary Engineering and Final PS&E for a 1.8 mile, 6 lane arterial widening improvement accommodating a 3rd lane from I-215 to Heacock Street. Project components included coordination with Riverside County Flood Control for major Flood Control Channel adjacent to roadway, seven modified traffic signals, coordination with a major Caltrans Interchange Project (I-215/Cactus), Caltrans encroachment permit, coordination with March Air Reserve Base (Federal), soils engineering and environmental certification, and comprehensive program management in addition to the typical PS&E.

Kitching Street Improvements; Moreno Valley, CA

City of Moreno Valley

Project Manager responsible for overseeing the civil engineering services in conjunction with the Kitching Street improvements in the City of Moreno Valley. The project included the widening of 8,000 feet of Kitching Street from Gentian Avenue to Alessandro Blvd. as a critical road connection at Alessandro Blvd. The connection of the missing segment between Alessandro and Brodiaea, along with the widening, will provide a much needed circulation element and aid in alleviating local traffic challenges.

PROACTIVE's scope of work included complete and comprehensive professional consulting with Project Management and Construction Management, in addition to the typical design PS&E. Mr. Ng was responsible for providing the preliminary and final engineering design support services such as project management, alignment studies, Project Study Report, final street improvement plans, cost estimates, drainage system, specifications and bid support.

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RESUMES-MICHAEL NG, P.E. CONT...

Sand Canyon Avenue, Irvine, CA

City of Irvine / The Irvine Company

Project Manager responsible for the design of \$30,000,000 of infrastructure improvements including: 2.2 miles of major arterial, 18" sewer trunk line, 48" waterline relocation, 12" water mains, six (6) traffic signals and ½ mile of 66KV installation. The project also included cost estimates, bid documents and specifications. Construction management support included process changes orders, RFI, and quantity updates.

Trabuco Road, Irvine, CA

City of Irvine / The Irvine Company

Project Manager responsible for the design of \$15,000,000 of infrastructure improvements including: One (1) mile of major roadway, sewer trunk line, domestic water and reclaimed water mains, three (3) traffic signals, 66KV and 12KV relocations; Storm drain system outlet to Caltrans and County Food Control facilities. The project also included bid quantities and bid documents, specifications, construction support such as RFI, change orders and plan revisions.

MacArthur / Red Hill Intersection, Irvine, CA

City of Irvine

Project Manager responsible for design of MacArthur Blvd. / Red Hill Avenue intersection improvements. This project included street widening, intersection modification, traffic striping and detour plans, traffic signal modifications, Lane Channel improvements, and 66KV line relocation, cost estimates, bid documents and specifications for the City of Irvine. Environmental permits and utility coordination are also key elements of the project.

Fairfield Ranch Road, Chino Hills, CA

City of Chino Hills

Prepared preliminary and final design for Fairfield Ranch Road and Central Avenue extension in the City of Chino Hills. Project included superelevation transition design, interim and ultimate storm drain design, traffic control plans, soil analysis, earthwork studies, cost estimates, NPDES permit, bidding documents, and specification for San Bernardino Associated Governments (SANBAG). The street design was coordinated with Caltrans's State Route 71 - Segment 2 construction because Central Avenue was extended from the freeway interchange and on/off ramps.

Carbon Canyon Road, Brea, CA

SunCal Companies

Prepared preliminary and final design for Carbon Canyon Road (SR-142) in the City of Brea. Project included preparing the Caltrans Project Study Report (PSR), superelevation transition design, interim and ultimate storm drain, traffic control plans, cost estimates, bidding documents for the City of Brea. The street design was coordinated with Caltrans with three phases of construction as part of the encroachment Permit process.

PROACTIVE

RESUME CHARLES J. MOORE, P.L.S.

Charles J. Moore, P.L.S.

Director, Survey and Mapping

Registration: 2014/Professional Land Surveyor/CA #9106

Qualifications: Mr. Moore is a licensed Professional Land Surveyor with over 18 years of experience in the surveying and mapping industry. As Director of Survey and Mapping he manages a talented staff of professionals on projects of varying magnitude and complexity, ranging from transportation projects to residential properties, commercial and industrial site developments, and master-planned communities. His experience includes right-of-way engineering; geodetic control; tentative and final subdivision mapping; preparing ALTA/ACSM land title surveys; and construction surveys. In addition, Mr. Moore has extensive knowledge of GPS-related applications, field data collection, and boundary retracement. He brings a high degree of technical expertise to field operations and has been instrumental in enhancing and streamlining many field procedures that have contributed to increased productivity and efficiency.

Cactus Avenue Improvements; Moreno Valley, California

City of Moreno Valley

Survey Manager responsible for overseeing the surveying and mapping services in conjunction with 2 miles of Cactus Avenue improvements in the City of Moreno Valley. The project includes the improvements of Cactus Avenue from Interstate 215 to Heacock Street. PROACTIVE's scope of work includes the preparation of the design PS&E. Mr. Moore was responsible for providing the aerial topography and cross sections; project base mapping; right-of-way engineering; preparation of legal descriptions for property takes and easements from private and public agencies; plat maps; and engineering design support services. The effort also included the coordination and analysis of portions of the March Air Reserve Base properties which were impacted by the proposed improvements.

Citrus Ave. and Foothill Blvd. Improvements; Azusa, California

City of Azusa

Survey Manager responsible for overseeing the surveying and mapping services in conjunction with improvements over 2 miles of Citrus Avenue and 1 mile of Foothill Boulevard in the City of Azusa. Mr. Moore was responsible for providing the design survey, including ground-based topography and cross sections; project base mapping; right-of-way engineering; record utility mapping; and engineering design support services.

Katella Avenue/Smart Street Improvements; Anaheim, California

City of Anaheim - Public Utilities Department

Survey Manager responsible for overseeing the surveying and mapping services for the improvements of Katella Avenue Smart Street Improvements between Ninth Street and Humor Drive. The project was intended to reduce traffic congestion and enhance aesthetics along the corridor. Improvements to this section of Katella Avenue include raised median islands, median and parkway landscaping, bus bays, roadway widening, street lighting system, and installation of new and modified traffic signals and irrigation. Mr. Moore was responsible for providing the topography and base mapping; right-of-way engineering; preparation of legal descriptions for property takes and easements; plat maps; and construction support services.

PROACTIVE

RESUME CHARLES J. MOORE, P.L.S. CONT...

Kitching Street Improvements; Moreno Valley, California

City of Moreno Valley

Survey Manager responsible for overseeing the surveying and mapping services in conjunction with 1.5 miles of Kitching Street improvements in the City of Moreno Valley. The project included the widening of Kitching Street from Gentian Avenue to Alessandro Blvd. as well as a critical road connection at Alessandro Blvd. The connection of the missing segment between Alessandro and Brodiaea, along with the widening, will provide a much needed circulation element and aid in alleviating local traffic challenges.

PROACTIVE's scope of work included complete and comprehensive professional consulting with Project Management and Construction Management, in addition to the typical design PS&E. Mr. Moore was responsible for providing the aerial topography and cross sections; project base mapping; right-of-way engineering; preparation of legal descriptions for property takes and easements from private and public agencies; plat maps; and engineering design support services.

Terranea Resort; Rancho Palos Verdes, California

Lowe Enterprises

Survey Manager responsible for overseeing the surveying and mapping effort in conjunction with the design and construction of the Terranea Resort development. The resort is located on the site of the former Marineland property in Rancho Palos Verdes, and includes a 400-room resort hotel with bungalows, 50 casitas, 32 villas, and a golf academy/practice facility. In addition, the project included multiple public trails and park areas, coastal access, and open space/habitat areas.

New Model Colony; Ontario, California

Lewis Operating Corp

Survey Manager responsible for overseeing the surveying and mapping services in conjunction with the roadway and infrastructure design within the Eastern portion of the New Model Colony project in Ontario, CA. The project encompasses 4,500 acres, and involves the design of 34 miles of streets within the City of Ontario. The scope of services included the establishment of a geodetic control network for the City; aerial topography and cross sections; a boundary survey to retrace 9 sections including the Riverside – San Bernardino County line; a Record of Survey; base mapping and title analysis; right-of-way engineering; preparation of legal descriptions for property takes and easements; potholing; and various other engineering support services.

ACI / Prado Dam Enlargement; Eastvale, California

Altfillisch Construction Co.

Survey Manager responsible for providing surveying and mapping services in conjunction with the development of Tract 36382 in newly incorporated Eastvale, CA. The scope of services has included aerial mapping, ALTA and boundary surveys, design surveys, and subdivision mapping. In addition, surveys, review, and analysis were performed over large portions of the property slated for condemnation to the County of Orange for enlargement of the Prado Dam Basin Area. Multiple fee parcels and flowage easements were surveyed and/or reviewed, including the proposed 566-foot inundation line as had been established through the property.

**PROACTIVE ENGINEERING CONSULTANTS, INC.
 MORENO VALLEY PUBLIC WORKS FEE SCHEDULE
 July 1, 2014 through June 30, 2015**

Compensation for work performed on a time and materials basis will be computed as follows:

<u>MANAGEMENT</u>	<u>Hourly Rate</u>
Principal.....	\$169.00
Director.....	155.00
Senior Project Manager.....	150.00
Project Manager.....	145.00
<u>CIVIL ENGINEERING AND MAPPING SERVICES</u>	
Project Engineer, Project Designer.....	\$135.00
Senior Designer, Engineer.....	130.00
GIS Specialist.....	125.00
Designer.....	120.00
Design Technician.....	110.00
CAD Technician.....	100.00
Engineering Aide.....	70.00
Project Coordinator.....	70.00
<u>SURVEY – In-house</u>	
Survey Director.....	\$160.00
Field Coordinator.....	138.00
Survey Analyst.....	125.00
<u>FIELD SURVEY – Prevailing Wage, Field Work</u>	
Three Person Crew.....	\$310.00
Two Person Crew.....	245.00
One Person Crew.....	180.00
<u>SPECIAL SERVICES</u>	
Consultation Re: Litigation.....	\$375.00



Geovironment Consulting, LLC
630 W 7th Street
San Jacinto, CA 92583

June 26, 2014
(Proposal No. 00015)

Tom Braun
Proactive Engineering

Subject: Proposal for CEQA Clearance Documents for Elsworth Street/Sherman Avenue and John F. Kennedy Drive Street Improvements in Moreno Valley, CA.

Dear Mr. Braun,

I am pleased to provide this proposal for CEQA clearance documents for the Elsworth and John F. Kennedy Street Improvement Projects located in Moreno Valley, CA. Enclosed you will find a summary proposal that outlines the approach to the work to be performed as well as at a fixed-fee cost. A more detailed approach can be provided if needed.

Please contact me at (951) 791-9600 or at aminor@geovironmentconsulting.com if you have any questions or concerns.

Sincerely,

President
Geovironment Consulting, LLC



Geovironment Consulting, LLC
630 W 7th Street
San Jacinto, CA 92583

Elsworth Street & Sherman Avenue

Task 1 – Project Kickoff/Meetings

Coordinate project kickoff and acquire existing project data, reports, and other information necessary to begin work. Attend meetings, either in person or via teleconference.

Task 2 – CEQA Document

A CEQA Notice of Exemption will be prepared for the project since it would construct a sidewalk between sections of Elsworth Street and Sherman Avenue that have an existing sidewalk. The construction of a sidewalk along an existing roadway meets the requirements for a Categorical Exemption under CEQA guidelines Section 15301 – Existing Facilities.

*As no streams or drainages are present within the project area, regulatory permits would not be required.

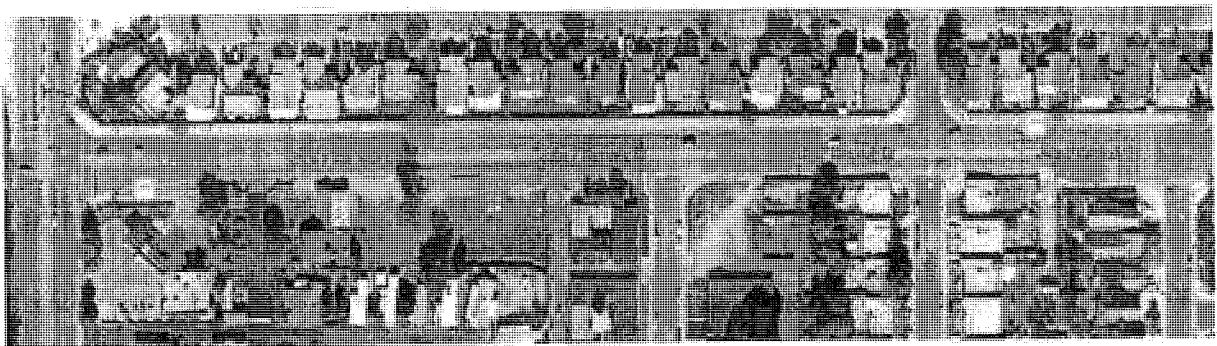
Deliverables:

- Draft NOE (electronic copy)
- Final NOE (5 hard copies & 1 CD)

One round of revisions is included with each deliverable.

*Based on the CBG funding source, NEPA clearance is not required. If federal funding is used, NEPA clearance would be required. A separate cost and scope will be provided if NEPA clearance is required.

John F. Kennedy Avenue



If the City widens John F. Kennedy Drive to add a second eastbound lane between Heacock Street and Paige Avenue, an Initial Study and Mitigated Negative Declaration would be required since it would increase the capacity of the roadway; eventhough, it would alleviate a bottleneck



Geovironment Consulting, LLC
630 W 7th Street
San Jacinto, CA 92583

issue. The addition of a travel lane is not clearly covered under a CEQA exemption and would be easier to process as an IS/MND rather than trying to argue the exemption.

If the City only plans to construct a sidewalk and curb and gutter, the project would be covered under CEQA Section 15301 and a Notice of Exemption would be prepared.

Task 1 – Project Kickoff/Meetings

Coordinate project kickoff and acquire existing project data, reports, and other information necessary to begin work. Attend meetings, either in person or via teleconference.

Task 2 – CEQA Document – Option 1

A CEQA document will be prepared for the project since the project would involve the widening of John F. Kennedy Drive. The CEQA document would be an Initial Study (IS) resulting in a Mitigated Negative Declaration (MND). A Mitigation Monitoring and Reporting Program (MMRP) would be prepared.

*As no streams or drainages are present within the project area, regulatory permits would not be required.

Deliverables:

- Administrative Draft IS (electronic copy)
- Draft IS (15 CDs sent to the SCH & 5 hard copies & 1 CD)
- Final IS & (M)ND (5 hard copies & 1 CD)
- MMRP (depending on results of the IS)
- Notice of Availability
- Notice of Completion

One round of revisions is included with each deliverable.

Task 2 – CEQA Document – Option 2

A CEQA Notice of Exemption will be prepared for the project since it would construct a sidewalk on the south side of John F. Kennedy Drive between Heacock Street and Paige Avenue that have an existing sidewalk. The construction of a sidewalk along an existing roadway meets the requirements for a Categorical Exemption under CEQA guidelines Section 15301 – Existing Facilities.

Deliverables:

- Draft NOE (electronic copy)
- Final NOE (5 hard copies & 1 CD)

One round of revisions is included with each deliverable.



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630 W 7th Street
San Jacinto, CA 92583

*Based on the CBG funding source, NEPA clearance is not required. If federal funding is used, NEPA clearance would be required. A separate cost and scope will be provided if NEPA clearance is required.

Schedule

The schedule will be developed at project kickoff.

Cost Estimate

Additional work will not be performed without prior written authorization from the City of Moreno Valley and Proactive Engineering.



ANDY MINOR

Environmental Planner/GIS Specialist

Mr. Minor's professional experience involves CEQA/NEPA analysis and document preparation, as well as ESA protocols. He has managed the preparation of a variety of environmental documents for government agencies and private clients including IS/NDs, EIRs and EAs. He has experience with data collection and analysis on the following environmental issues; land use, urban public policy, public services, air quality, recreation, mining, utilities and utility corridors, population and housing, transportation and access, wilderness characteristics, health and safety, geology, wildlife and cumulative impacts analyses. GIS experience includes remote sensing, habitat mapping/modeling, temporal change detection, and data management.

Relevant Experience

California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND), Kitching Street Improvements Project, Moreno Valley, Riverside County – Moreno Valley, sub to Proactive Engineering Consultants, Inc. Project Manager. While with Chambers Group, prepared a CEQA IS/MND, biological habitat assessment, jurisdictional delineation, cultural resources records search, and regulatory agency permits for the Kitching Street Improvement Project. The project involved the widening and extension of Kitching Street to its ultimate General Plan width and connected it to Alessandro Boulevard.

California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND), Habitat Assessment, Jurisdictional Delineation, Regulatory Agency Permits, and Cultural Resources Search, Cactus Avenue Widening Project, Moreno Valley, Riverside County – Moreno Valley, sub to Proactive Engineering. Project Manager. Prepared a CEQA IS/MND, biological habitat assessment, and cultural resources records search for the Cactus Avenue Widening Project. The project involved the widening of Cactus Avenue to its ultimate General Plan width. The project involved coordinating with regulatory agencies to acquire 404, 1602, and 401 permits. Environmental impacts were determined to be less than significant with incorporated mitigation measures.

California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND), Habitat Assessment, and Cultural Resources Search, Ironwood Avenue Widening Project, Moreno Valley, Riverside County – Moreno Valley, sub to Winzler & Kelly. Project Manager. Prepared a CEQA IS/MND biological habitat assessment, and cultural resources records search for the Ironwood Avenue Widening Project. The project involved the widening of Ironwood Avenue to its ultimate General Plan width. The project received a lot of interest from the local residents and was required to have a redesign evaluated to alleviate some of the concerns of the residents. Environmental impacts were determined to be less than significant with incorporated mitigation measures. The residents concerns were primarily related to safety.

Preliminary Environmental Assessment Report, Initial Study/Mitigated Negative Declaration (IS/MND), Categorical Exemption (CE), Natural Environment Study – Minimal Impact (NESMI), Initial Site Assessment Checklist (ISA), and a Historical Resources Compliance Report (HRCR), I-15/Central Avenue Interchange City Interim Improvements, Lake Elsinore, Riverside County – Lake Elsinore, sub to Metropointe Engineers. GIS Analyst, Assistant Environmental Planner. Prepared the environmental documents and managed the project. A PEAR, IS/MND, CE, NESMI, ISA, and a HRCR were prepared in support of the proposed project's Project Study Report/Project Report (PSR/PR). A supporting air quality technical study was also prepared. The environmental documents were prepared according to City and Caltrans standards. The City proposed to construct roadway improvements at the SR 74/I-15 Interchange. Traffic from approved commercial projects adjacent to Central Avenue (SR 74) and the east and west side of I-15 caused the need to build Central Avenue to general plan standards and widening of the ramp intersections.

California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) Initial Study/Environmental Assessment (IS/EA), Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI), Reche Vista Drive Realignment, Moreno Valley, Riverside County – Moreno Valley, sub to KOA Corporation. Project Manager. While with Chambers Group, prepared environmental

documentation for the Reche Vista Road Project as part of the implementation of the Moreno Valley San Bernardino County Corridor Project. The California Department of Transportation (Caltrans - NEPA lead agency) and the City of Moreno Valley (City - CEQA lead agency), County of Riverside, CA, proposed to "fill in" a highway gap by realigning Reche Vista Drive between the Perris Boulevard/Heacock Street Intersection and the northerly Moreno Valley City limits. It was determined in a PES that was approved by Caltrans in 2005 that the project would require the preparation of environmental documents in compliance with the Federal Highway Administration's (FHWA) Surface Transportation Project Delivery Pilot Program under Section 6005 of SAFETEA-LU. In order to comply with these requirements, Chambers Group prepared a joint CEQA/NEPA IS/EA, which resulted in the preparation of a MND/FONSI, an Air Quality Conformity Analysis, a Noise Study Report (NSR), a Natural Environment Study (NES), a Jurisdictional Determination and Wetland Delineation Report, a Historic Property Survey Report (HPSR), an Archaeology Survey Report (ASR), an Area of Potential Effect (APE) map, and an Initial Site Assessment (ISA). All of the documents were prepared using the approved formats from the Caltrans Standard Environmental Reference (SER) website and submitted to the City for administrative review. In order to reduce or avoid potentially significant impacts, Chambers Group worked together with Caltrans and the City to develop alternative highway routes. Although no Section 4(f) resources were identified, there were seven previously recorded cultural resources in the project APE. Potential impacts to these resources were avoided by looking at alternative alignments and choosing a design that ultimately avoided them.

Peer Review, Highland Fairview Environmental Impact Report (EIR), Moreno Valley, Riverside County – Moreno Valley. As Project Manager while with Chambers Group, assisted the City in reviewing the Highland Fairview EIR. The project consisted of peer review of environmental documents associated with four buildable parcels, an additional parcel adjustment to Highway 60 for dedication purposes, and a total warehouse and commercial build out of 2,620,000 square feet. The project is located south of Highway 60 between Redlands Boulevard and Theodore Street and includes just over 182 gross acres or 147.5 net acres of land. The applicant proposed to split the project site into five individual parcels for industrial and commercial uses as well as land dedicated for freeway improvement purposes. The development of the project would be in phases with Phase 1 construction of a 1,820,000 square foot industrial warehouse building including between 40,000 to 50,000 square feet of office and 10,000 square feet of commercial/retail use; Phase 2 including a future 600,000 square foot warehouse use and 80,000 square feet of commercial/retail use; and Phase 3 consisting of an additional 120,000 square feet of commercial/retail development.

**Hourly Rate Schedule
City of Moreno Valley**

Name	Project Role	Rate
Geovironment		
Andrew Minor	Environmental Planner GIS Specialist	\$125/hour

LOR GEOTECHNICAL GROUP, INC.
Soil Engineering ▲ Geology ▲ Environmental

**STATEMENT OF QUALIFICATIONS
FOR ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS,
AND JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS
MORENO VALLEY, CALIFORNIA**

**REFERENCE NO. 4426.P
JUNE 24, 2014**

Prepared For:

Proactive Engineering, Inc.
200 South Main Street, Suite 300
Corona, CA 92882

Attention: Mr. Tom Braun, M.S., P.E.

8121 Quail Valley Court ▲ Riverside, CA 92507 ▲ (951) 653-1760 ▲ (951) 653-1741 (Fax) ▲ www.lorgeo.com
19-438 Ruppert Street ▲ P.O. Box 560799 ▲ N. Palm Springs, CA 92258 ▲ (760) 329-2727 ▲ (760) 329-2626 (Fax)

June 23, 2014

Proactive Engineering, Inc. Reference No. 4426.P
200 South Main Street, Suite 300
Corona, CA 92882

Attention: Tom Braun, M.S., P.E.

Subject: Statement of Qualifications for Elsworth Street and Sherman Avenue Sidewalks, and John F. Kennedy Drive Street Improvements, Moreno Valley, California

LOR Geotechnical Group Incorporated was founded by our President, John P. Leuer in 1988. LOR Geotechnical Group Incorporated is a California Corporation. Our office and laboratory are both located at 6121 Quail Valley Court in the City of Riverside, California. We can be contacted via phone at 951-653-1760 and via fax at 951-653-1741 at this location. John P. Leuer will be the contact person for the organization. He may be reached at the address and phone numbers listed above.

PROJECT UNDERSTANDING

It is our understanding that for the Elsworth Street and Sherman Avenue and John F. Kennedy Drive Street Improvements Project a geotechnical investigation and report in accordance with Caltrans LAPM, RCFC&WCD and the City of Moreno Valley design requirements will be needed.

The purpose of our geotechnical study will be to collect preliminary geologic and geotechnical soils data pertaining to the existing site conditions to help establish the feasibility of the proposed site improvements for its intended use and identify the potential for any geological and/or geotechnical constraints or hazards to the project. This information will also allow us to provide preliminary geotechnical recommendations to establish the feasibility and suitability of the site in regards to the geotechnical setting and geologic hazards.

PROPOSED SCOPE OF SERVICES

The scope of our geotechnical services included within this proposal include:

- I. Review of available geologic/geotechnical past reports conducted for the site and regional geologic data available from local, state, and federal agencies.
- II. A subsurface investigation of each site.
- III. Sampling and in-place density testing of the natural earth materials encountered within the exploratory borings and trenches placed at the site.
- IV. Laboratory testing of soil samples obtained during the field investigation including, but not limited to, in-place density and moisture content, laboratory compaction characteristics, direct shear, sieve analysis, sand equivalent, R-value, and soluble sulfate content.
- V. Development of geotechnical and geologic conclusions and recommendations for site development.
- VI. Preparation of a report for the site summarizing our investigation, with our conclusions and recommendations for development.

SCHEDULE AND DELIVERABLES

Our staff is prepared to begin work on this project immediately once notification to proceed is received from you. A Preliminary Geotechnical Investigation report will be prepared, containing our findings and general recommendations. Four, wet-signed and stamped copies and one PDF copy of the report will be submitted within four to six weeks after the authorization to proceed is received in writing by our office barring adverse weather or other conditions outside of our control.

QUALIFICATIONS AND EXPERIENCE

LOR has been providing professional geotechnical consulting and construction materials testing services to the private and public sector in southern California for over 25 years. LOR's principals are directly involved in the implementation and completion of its professional services. All of the field and laboratory personnel that will work on the Big Bear City projects have been employed by this firm for over 10 years. Our engineers, geologists and technical support personnel are committed to serving Big Bear City with personal, timely, and technically superior service. We believe that you will

June 24, 2014

find our understanding of our duties for this contract to be unsurpassed and our individual and combined experience will assure you that we will deliver what is expected.

LOR Geotechnical's main office is located at 6121 Quail Valley Court in Riverside, California. The location of our office is key to enable us to provide timely service to the City of Moreno Valley projects. A 24-hour notice prior to services is appreciated however, our field, laboratory and office support is certified to conduct all testing required on the City Moreno Valley projects therefore, in the event of an emergency, LOR can typically supply a technician / inspector in as little as one hour. In our 25 year history our satisfaction rating has been held to a very high standard due to our timely and efficient service. LOR will furnish all necessary field equipment, survey equipment, and other supporting equipment and consumables and posses a strong ability to provide any or all services necessary.

LOR provides a comprehensive organization of qualified personnel to support the technical need of City of Moreno Valley projects. LOR is Small Business Certified. Our laboratory is currently approved by the California Department of Transportation (Caltrans). Our field and laboratory personnel are Caltrans, International Code Council (ICC), American Concrete Institute (ACI) and American Construction Institute Association (ACIA) certified. Our organizational chart, Caltrans and other certificates provided within. Resumes of the principals and key personnel are also provided within this proposal.

In our past five years of service we have provided geotechnical testing, inspection services, and reporting to the following Public Works and Capital Projects Departments of the City of Big Bear Lake, Garden Grove, Indio, Moreno Valley, Perris, Riverside, Santa Monica, Yucaipa, and provided our services to the Counties of Riverside and San Bernardino.

This firm has provided geotechnical engineering services for over three thousand projects within southern California, many of which lie within Riverside County and the City of Moreno Valley. Among the types of geotechnical engineering services provided are: pavement rehabilitation design including complete removal and replacement, inlay/overlay, pulverization, asphalt recycling, subgrade stabilization, specialized design to minimize section thickness without minimizing the integrity of the section, slope stability analysis, liquefaction analysis, pipeline excavation and construction design, and best management practice storm water infiltration testing and design.

RECENT RELEVANT PROJECTS

LOR has completed hundreds of projects within the Big Bear area in our 25 year history. Recent relevant projects LOR has completed within the last 5 years is as follows;

City of Big Bear Lake, Downtown Village & Pine Knot Street Improvements & Beautification

LOR provided preliminary geotechnical services and pavement design for the City of Big Bear Lake's downtown beautification project. From the years of 2013 to 2014 LOR also provided the City of Big Bear Lake professional geotechnical compaction and materials testing services during construction of the project. This included utilities backfill, subdrain backfill, parking area, and roadway section compaction testing. In addition to the onsite work, our certified laboratory provided compaction characteristics testing of the onsite soils and imported aggregate base. Laboratory testing also included quality compliance testing of the Portland cement concrete, aggregate base, and asphalt concrete materials delivered to the project.

City of Bell, Street Rehabilitation Project 2012/2013 in Various Streets

For this project LOR attended pre-construction meetings and on-site meetings as needed during construction, Laboratory compaction characteristics testing in support of field operations of the native soils encountered and imported aggregate base materials utilized, laboratory quality compliance testing of select aggregate base, asphalt concrete and Portland cement concrete materials supplied to the project, observation and compaction testing of the subgrade, base grade and asphalt concrete areas, preparation of daily reports outlining construction activities observed and compaction testing taking place, and preparation of compaction and quality compliance testing report.

REFERENCES

Professional On-Call Service Contract References

- Joseph A. Cylwik, P.E.
City of Big Bear Lake
Public Utilities Department
42090 North Shore Drive
Big Bear, California 92314
(909)866-5831x127

RESUMES OF KEY PERSONNEL

John P. Leuer, President, CE, GE, President

Mr. Leuer will be LOR's contact to Big Bear City. He will be the principal in charge of assessing the project goals and establishing and implementing the procedures to obtain these goals.

Mr. Leuer holds a B.S. in Civil Engineering from Cal State University at Northridge, graduating in 1979. He is a registered Geotechnical and Civil Engineer in the State of California. Mr. Leuer is a member of the American Society of Civil Engineers, Building Industry of Southern California (BIASC), and the National Groundwater Association. Mr. Leuer believes in continuing education and completed a nine-month soils engineering course at the California State Polytechnical University in Pomona. In addition, Mr. Leuer has instructed evening Soils Technology courses at Riverside Community College for Inspection Certifications.

Mr. Leuer has over 32 years of professional experience in the geotechnical and civil engineering field. In this time, Mr. Leuer has developed an extensive knowledge of the many geotechnical considerations involved in construction in the southern California area. Mr. Leuer is highly experienced in all aspects of soil and foundation engineering for a wide variety of projects ranging from multi-story commercial and industrial structures to several thousand acre planned community developments. Mr. Leuer has substantial experience coordinating projects for many City, County, and State agencies as well as in the public sector, gaining a reputation for being responsive to clients needs while providing strong technical expertise.

M. Kevin Osmun, CE, REA II, Vice President

Mr. Osmun has a B.S. in geology from Wayne State University, Detroit, Michigan. He is a Registered Professional Civil Engineer and Environmental Assessor II in the State of California, 1974.

June 24, 2014

Mr. M. Kevin Osmun also has over 32 years experience in the environmental field. Mr. Osmun directs LOR Geotechnical Group's environmental operations and has conducted over 1,000 Phase I Environmental Site Assessments for the private and public sectors. The properties have ranged from agricultural to commercial/industrial. In addition to his experience with environmental assessments for property transfers, he has managed projects that require mitigation prior to and during development. Mr. Osmun is well versed in hazardous waste sampling and characterization methodologies in soil and groundwater regimes and risk assessments. Projects have ranged from leaking USTs, solid waste landfills, TSD facility closures to single spill response. LOR Geotechnical

Group, Inc. is one of three firms that provides report review for underground storage tank closure for the County of San Bernardino, Fire Department Hazardous Materials Division.

Robert M. Markoff, PG, CEG, Engineering Geologist

Mr. Markoff is a registered Geologist and Professional Engineering Geologist in the State of California. He holds a B.S. degree in Geology from the University of California at Riverside, 1987.

Robert Markoff has over 25 years of experience as an Engineering Geologist. Mr. Markoff has experience in all aspects of geotechnical, engineering geologic investigations, and in management of residential, commercial, and industrial, as well as Public Works projects. Mr. Markoff will coordinate and conduct the onsite field investigation work and consult with the project engineers and lab manager to assign laboratory tests and task scheduling. His geotechnical investigation work experience has included geophysical surveys (seismic refraction and radar methods), slope investigation, liquefaction analysis, groundwater evaluation, as well as fault investigations. He has proposed on, planned, supervised, and conducted geotechnical projects including hillside investigations, flat land explorations, and earthwork monitoring projects in Riverside, San Bernardino, Orange, Los Angeles, Ventura, and San Diego Counties.

Gaby M. Bogdanoff, CE, GE, Project Engineer

Ms. Bogdanoff holds a B.S. degree in Civil Engineering from the University of Pirura, Peru and a Master of Engineering from the University of British Columbia, Canada. She is a Registered Civil Engineer in the State of California

Gaby Bogdanoff has over 10 years experience in the geotechnical field. Her experience includes foundation design, evaluation of liquefaction potential, assessment of seismic-induced settlement, slope stability analysis, and evaluation of expansive/collapsible soils.

Proactive Engineering, Inc. Reference No. 4426.P
June 24, 2014

John R. Muir, Registered Construction Inspector, ACIA, ACI

Mr. Muir has over 20 years experience as a geotechnical field technician. Mr. Muir has extensive field experience with all geotechnical and inspection aspects for construction. His experience includes grading compliance and observations, compaction testing of soils in the field using the Sand Cone Method and the Nuclear Gauge Method, compaction testing of asphalt concrete, casting concrete cylinders, and full-time observation of major street construction projects.

Mr. Muir is a American Construction Institute Association (A.C.I.A.) Registered Construction Inspector and an American Concrete Institute (ACI) Grade 1 Technician and holds certification in the Caltrans Test Methods: 125, 216, 231, 375, 504, 518, 523, 533, 539, 540, 556, 557. Additionally, Mr Muir has certification by the California Department of Transportation (Caltrans) for sampling and testing of soil, aggregate base, asphalt concrete, and Portland Cement Concrete.

Mark A. Switzer, Laboratory Manager, Field Technician

Mr. Switzer has been working in our geotechnical laboratory and in the field since 2001. He has knowledge and experience in the laboratory performing a wide range of materials testing, including soils, asphalt concrete, epoxy grout, and concrete for both ASTM and Caltrans standards and specifications. In addition, he has performed materials testing for City, County, and State agencies for Quality Control/Quality Assurance projects.

Mr. Switzer oversees all work performed by personnel in the laboratory, including finalizing and reporting laboratory data. He also has experience in the field with Sand Cone and Nuclear Gauge Testing methods, measuring cut and fill, basic trench compaction, bolt tensioning, and sampling materials in the field. Mr. Switzer is an American Concrete Institute (ACI) Grade 1 Technician and holds certifications in the following Caltrans Test Methods: 105, 125, 201, 202, 216, 217, 226, 227, 229, 231, 301, 304, 305, 307, 308, and 366.

SERVICES

Geotechnical Engineering Services: *A thorough understanding of site conditions is crucial to the success of any project.*

LOR emphasizes the planning phase of our geotechnical investigations in order to integrate the client's project with site conditions. Our experienced engineers and geologists use proven site investigation techniques to characterize the surface and subsurface environment. Geotechnical engineers evaluate the proposed projects with respect to the site conditions and provide recommendations to optimize project development. Recommendations are provided to guide site selection and preparation, foundation design, pavement design, slope construction, erosion control, and general site grading.

The Geotechnical Services offered by LOR include:

- VII. Preliminary Geotechnical Investigations
- VIII. Preliminary Soil Engineering Investigations
- IX. Geotechnical Feasibility Studies
- X. Geotechnical Engineering
- XI. Foundation Investigations
- XII. Forensic Studies
- XIII. Street Structural Section Design
- XIV. Percolation Feasibility Studies
- XV. Liquefaction Evaluation Investigations
- XVI. Grading Observations
- XVII. Laboratory Testing Services

Geological Services: *Geologic conditions are of particular concern to development in California.*

LOR's project and staff geologists evaluate the geologic hazards of the site to provide mitigation measures in design and construction. To identify geologic conditions of a site, our geologists combine the research of geologic literature and aerial photographs with on-site exploration and mapping. Additional information is provided by subsurface exploration with drilling or excavation equipment.

The Geologic Services provided by LOR include:

- XVIII. Engineering Geologic Investigations**
- XIX. Seismic Hazard Analysis**
- XX. Slope Stability Investigations**
- XXI. Fault Investigations**
- XXII. Liquefaction Susceptibility Investigations**
- XXIII. Hydrology/Water Resource Studies**
- XXIV. Geophysical Investigations**
- XXV. Bedrock Rippability Evaluations**

Environmental Services: *The complexity of environmental legislation has created a critical need for professional environmental services for real estate transfers and development.*

LOR has conducted literally hundreds of site assessments for financial institutions, insurance companies, attorneys, and developers. LOR's environmental site assessments are designed to evaluate the likelihood of hazardous materials present on a site and, therefore, reduce the potential for liability from real estate transfers. LOR can also perform soil and groundwater sampling and monitoring programs to characterize the potential of contamination at a site. LOR's environmental personnel are experienced in performing underground storage tank investigations, as well as providing project management/oversight of removal and closures. We have successfully negotiated the regulatory jungle on behalf of our clients to assure a timely and cost-effective remediation program.

The Environmental Services provided by LOR include:

- XXVI. Environmental Site Assessments**
- XXVII. Underground Storage Tank Investigations and Closures**
- XXVIII. Groundwater Monitoring Systems**
- XXIX. Soil and Groundwater Sampling and Analysis**

Technical and Construction Inspection: *Our services do not end with site evaluation and design. Complete quality control testing and inspection services are also available during grading and construction.*

LOR's technicians are trained to provide testing and field observation services on a wide variety of projects. Behind every field technician, the support of professional engineers and geologists are available to provide timely on-site solutions to construction problems if they arise. Our field and laboratory technicians are Caltrans and American Concrete Institute certified. Additionally, we have personnel that are certified by the American Construction Inspectors Association. All of our

field and laboratory personnel attend monthly safety meetings and bi-annual training sessions.

The Technical and Construction Inspection Services provided by LOR include:

- XXX. Site Grading Control**
- XXXI. Compaction Testing Services**
- XXXII. Construction Inspection of Public Infrastructure Improvements**
- XXXIII. Construction Materials Sampling and Testing**
- XXXIV. Batch Plant Inspections**
- XXXV. Reinforced Concrete Inspections**

The services described above have been performed for the following Cities and Counties:

- | | |
|--------------------------------|-----------------------|
| City of Riverside | City of Redlands |
| County of Riverside | City of Yorba Linda |
| City of Moreno Valley | City of Yucaipa |
| City of Perris | City of Fullerton |
| City of Indio | City of Anaheim |
| City of Garden Grove | City of Temecula |
| City of Brea | City of Cypress |
| City of Rancho Santa Margarita | City of Canyon Lake |
| City of San Jacinto | City of Lake Elsinore |
| City of Upland | City of Corona |
| City of Desert Hot Springs | City of Hesperia |
| City of Loma Linda | City of Tustin |
| City of Victorville | City of Big Bear |
| City of Adelanto | City of Fontana |

LICENSES, PERMITS AND/OR CERTIFICATIONS

John P. Leuer - GE 2030 Expires 9-30-2015
John P. Leuer - CE 34996 Expires 9/30/15
M Kevin Osmun - CE 55116 Expires 6/30/14
M Kevin Osmun - REA 20058 Expires 6/30/14

Field and Laboratory Personnel Certifications

The following is a list of certifications held by our field and laboratory personnel:

American Construction Inspectors Association
American Concrete Institute
Caltrans Method 105 – Calculations Pertaining to Gradings & SpG
Caltrans Method 125 - Sampling Highway Materials and Products
Caltrans Method 201 – Soil & Aggregate Sample Preparation
Caltrans Method 202 – Sieve analysis of Fine & Coarse Aggregates
Caltrans Method 216 – Relative Compaction, Soils & Aggregate
Caltrans Method 217 – Sand Equivalent
Caltrans Method 226 – Determination of Moisture Content by Oven Drying
Caltrans Method 227 – Evaluating Cleanness of Coarse Aggregate
Caltrans Method 229 – Durability Index
Caltrans Method 231 – Relative Compaction, Soils & Aggregate (Nuclear)
Caltrans Method 301 – 'R' Value, Soils & Bases (Stabilometer)
Caltrans Method 304 – Preparation of Bituminous Mixtures for Testing
Caltrans Method 305 – Swell of Bituminous Mixtures
Caltrans Method 307 – Moisture Vapor Susceptibility of Bituminous Mixtures
Caltrans Method 308 – Bulk SpG & Wt. Per Cubic Foot, Bituminous Mixture
Caltrans Method 309 – Theoretic Max Spg. & Density of Bit. Paving Mixtures
Caltrans Method 366 – Stabilometer Value
Caltrans Method 375 – In-Place Density & Rel. Compaction, AC Pave
Caltrans Method 504 – Air Content, Freshly Mixed Concrete, Pressure
Caltrans Method 518 – Density of Fresh Concrete
Caltrans Method 521 – Compressive Strength of Molded Cylinders
Caltrans Method 523 – Flexural Strength of PCC
Caltrans Method 533 – Ball Penetration in Fresh Portland Cement Concrete
Caltrans Method 539 – Sampling Freshly Mixed Concrete
Caltrans Method 540 – PCC Cylinder Fabrication
Caltrans Method 556 – Slump of Fresh Portland Cement Concrete
Caltrans Method 557 – Temperature of Freshly Mixed Portland Cement Concrete

Proactive Engineering, Inc. Reference No. 4426.P
June 24, 2014

INSURANCE

LOR Geotechnical Group, Inc. carries general liability, auto insurance on all of our vehicles, professional liability, and worker's compensation. Our insurance capabilities are as follows:

General Liability:	\$1,000,000 per occurrence, \$2,000,000 aggregate
Automobile Liability:	\$1,000,000 per accident
Professional Liability:	\$2,000,000 per claim and in aggregate
Worker's Compensation:	\$1,000,000 per accident

Our insurance carrier is admitted to do business in the State of California and we have an A+ rating. We currently have a Certificate of Insurance, naming the City as additionally insured.

CLOSURE

We thank you for the opportunity to provide this Statement of Qualifications and wish you luck on being awarded the contract. If you should have any questions concerning this proposal, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,
LOR Geotechnical Group, Inc.

John P. Leuer
President

DAW:JPL\ejt

Distribution: Email: tombraun@proactiveengineering

LOR GEOTECHNICAL GROUP, INC.

Soil Engineering ▲ Geology ▲ Environmental

FEE SCHEDULE

2014

SERVICES

Geotechnical Engineering

LOR Geotechnical Group, Inc. provides geotechnical engineering services, including: preliminary geotechnical investigations, foundation investigations, percolation feasibility investigations, liquefaction evaluation investigations, as well as grading observation materials testing services.

Geological

LOR Geotechnical Group, Inc. provides geological services, engineering geology investigations, seismic setting studies, slope stability investigations, liquefaction susceptibility investigations, hydrology/water resource studies, and bedrock rippability evaluations.

Environmental

LOR Geotechnical Group, Inc. provides, environmental site assessments, underground storage tank investigations and remediation investigations, groundwater monitoring systems, soil and groundwater sampling and analysis, and environmental studies for property transfers.

All costs for Geotechnical Engineering, Geological, and Environmental Services are based on the site and investigative parameters requested.

FEES

The hourly personnel charges and laboratory test unit rates are as follows:

Personnel Charges-Hourly

Principal Engineer.	\$250.00
Project Engineer/Geologist.	\$130.00
Staff Engineer/Geologist.	\$110.00
Soil Technician/Deputy Inspector (Field or Laboratory) *	\$80.00
Soil Technician/Deputy Inspector (Prevailing Wage) *	\$104.00
Traffic Control (Prevailing Wage) *	\$94.00
Drafting.	\$70.00
Clerical.	\$60.00

Laboratory Testing Charges - Unit Costs

CT 202: Sieve Analysis (Soil).	\$75.00
CT 202: Sieve Analysis (Aggregate).	\$100.00
CT 202: #200 Sieve Wash.	\$50.00
CT 205: Crushed Particle Analysis.	\$85.00
CT 211: LA Rattler.	\$200.00
CT 213: Organic Impurities.	\$70.00
CT 217: Sand Equivalent.	\$70.00
CT 217: Sand Equivalent -QC.	\$110.00
CT 226: Moisture Content.	\$15.00
CT 227: Cleanness Value.	\$110.00
CT 229: Durability Index Fine/Coarse.	\$110.00
CT 301: R-Value.	\$240.00
CT 305: Swell Tests.	\$80.00
CT 307: Moisture Vapor Susceptibility.	\$80.00

6121 Quail Valley Court ▲ Riverside, CA 92507 ▲ (951) 653-1760 ▲ (951) 653-1741 (Fax) ▲ www.lorgeo.com

10-438 Ruppert Street ▲ P.O. Box 580799 ▲ N. Palm Springs, CA 92268 ▲ (760) 329-2727 ▲ (760) 329-2626 (Fax)

2013 Fee Schedule

CT 308 & CT 366: Asphalt Concrete Density & Stability/Rubberized.....	\$180.00/\$230.00
CT 308 & CT 366: Asphalt Concrete Density/Rubberized.....	\$110.00/\$160.00
CT 309: Asphalt Concrete Theoretical Maximum Density	\$120.00
CT 366: Asphalt Concrete Stability/Rubberized.....	\$140.00/\$190.00
CT 382: Asphalt Extraction & Gradation.	\$200.00
CT 521: Concrete Cylinder Compressive Strength.....	\$20.00
CT 523: Beam Cylinder	\$35.00
Concrete & Beam Cylinder Hold.	\$5.00
ASTM D422: Mechanical Analysis.....	\$140.00
ASTM D1557: (Modified)/ ASTM D698: (Standard) Proctor (4").....	\$150.00
ASTM D1557 : (Modified)/ ASTM D698: Proctor (6" or Cal-216).....	\$180.00
ASTM D2434: Permeability.	\$350.00
ASTM D2435: Consolidation.	\$140.00
ASTM D2216: Moisture Content.....	\$15.00
ASTM D221/D2937: Moisture/Unit Weight (Ring).....	\$20.00
ASTM D2974: Organic Matter Test.....	\$65.00
ASTM D4318: Atterberg Limits.....	\$150.00
ASTM D4829: Expansion Index.....	\$130.00
ASTM D3080: Direct Shear.	\$190.00
Soluble Sulfate (Test Kit SF-1).	\$60.00
Chemical Tests.	By Quote

* 10% field supervision and equipment/vehicle charge will be added to all field services.

TERMS

Reimbursable Expenses

Outside services performed by others and direct costs expended on the client's behalf are charged at cost plus twenty percent. These expenses include rental of drill rigs, bulldozers, backhoes, travel and subsistence, permits, reproduction costs, etc.

Travel Time

Travel time required to provide professional or technical services will be charged at the appropriate hourly rates.

Overtime

An overtime rate of 1.5 times the standard rate will be used for time in excess of 8 hours per day and Saturdays. An overtime rate of 2.0 times the standard rate will be added for work on Sundays, official company holidays, and on all work in excess of 12 hours per day.

Prepayments

A retainer of fifty percent of the total fee is required for all field studies. The balance of the fee must be paid at the time the report is released to the client.

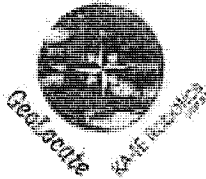
Billing

Billings will be provided periodically and will be classified by fee categories set forth above or as given by proposal.

Terms of Payment

Invoices rendered for professional services are due upon presentation. A service charge of 1.5 percent, per month, may be charged on accounts not paid within thirty days to cover additional processing and carrying costs. Any attorney's fees or other costs incurred in collecting any delinquent account will be paid by the client.

SAF-r-DIG™



LICENSES: CA 712492 AZ 108345

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(800) 326-0446 760-776-8274 Fax 760-776-8278 www.safrdig.com

SPOT-HOLE™ by **SAF-r-DIG™** is
"Your Safe and Accurate Window to the Underground"

SPOT-HOLE™ Process, BY SAF-r-DIG™ UTILITY SURVEYS, INC.
"your Safe and Accurate Window to the Underground"

Our non-destructive pothole, time-sensitive schedule, is a critical engineering design activity to help identify underground utilities along the planned route of alignment; i.e., to avoid utility conflicts. (In compliance with CA government code section 4216-4216.9)

SPOT-HOLE™ Process: we notify the "regional notification center" (USA) In turn, USA alerts the affected Utility Owner or Utility Locator employed by the utility owner. Within a 48-hr period, affected utilities, using questionable-accuracy records, then "field designate" (mark) their respective existing underground utility locations as a means of protecting the facility during the construction stage.

Prior to digging, **SAF-r-DIG™**, independently, electronically verifies the "questionable" utility field markings of the existing subsurface "target" utility. **SAF-r-DIG™** then exposes the utility via a **SMALL** "test hole" (5 to 12" diameter **SPOT-HOLE™**). The procedure is a non-destructive and minimally-invasive process. The process has been used successfully by **SAF-r-DIG™** since 1987.

The pavement for the 5" to 12" diameter **SPOT-HOLE™** is either cored or opened by pneumatic (air) tools. A low-pressure "air lance" disturbs pavement aggregate base and the soil above the utility. Simultaneously, the soil is dust-free air vacuumed and temporarily stored in truck-mounted sealed tank for later return (backfill) to the hole for pneumatic-tamped compaction.

- The target-utility is exposed "non-destructively" for inspection.
- Visually verified, measured, the utility's horizontal position and vertical elevation is recorded to complete the "3D" documentation.
- The 5 to 12" diameter **SPOT-HOLE™** pavement is underscored to 1-inch larger than surface diameter.

(This permits special (QPR) asphalt (cold) "permanent" patch that is 1-inch thicker than the "original" cut pavement. When tamped pneumatically with a 6-inch compacting foot, the underscored void is effectively filled to form a one-sided rivet. This permits a 3-year guarantee against future subsidence or rejection)

This portion of the system eliminates the need for unnecessary time-costly cement slurry, drying-time steel plating and cost of imported soil that is used for backfill and the cost of disposing the original native soil.

Another requested feature of the **SPOT-HOLE™** Process involves the corporate "shiner" that is APWA color coated type to match standard utility color and stamped **SPOT-HOLE™** by **SAF-r-DIG™**. This "shiner" is secured over the centerline of the visually-verified and documented utility by a PK concrete nail. The nail is driven through the 'shiner' for future return-navigation by the surveyor; for the surveyor's convenience and time-saving process of "tie-in" the subsurface utility site to project controls. This efficient process precludes coordination of the surveyor's need to be present while the excavated utility site is "open". This system also embraces the current sophisticated remote-one-man utility-survey operation with the accuracy of one-half inch (one-tenth of a foot) for XY&Z dimensions (horizontal position and vertical elevation based on a geo-referenced location).

Serving Major Cities in:

CALIFORNIA AND ARIZONA

"3-Dimensional Information" "Using Non-Destructive Vacuum Soil Extraction Technology" "Performed with *Surgical Skill*" We *Designate, Locate* and *Physically Verify* actual depths of existing subsurface utilities and infrastructure.
U:\Marketing Estimations\Updated Version of Procedure to Utility companies.doc



Licenses: CA - T1492, AZ - 108545

SINCE 1994

P.O. Box 1478, Palm Desert, CA 92261
41-905 Boardwalk, Ste A, Palm Desert, CA 92211
(800) 326-0446 760-776-8274 Fax 760-776-8278 www.safrdig.com

● SPOT-HOLE™ by SAF-r-DIG SM

is
"Your Safe and Accurate Window to the Underground"

STATEMENT OF QUALIFICATIONS

SAF-r-DIG SM Utility Surveys, Inc. is a 100% woman-owned business, CA state-certified "SM all-Business" (OSBCR #11159) and state EBE (Emerging Business Enterprise) with licensed General Engineering (Class A) services performed by trained professional employees. Corporate office, located in Palm Desert, CA, has area satellite operations serving: State of Arizona, and State of California; for 17 years.

SAF-r-DIG SM complies with all known; **CGA, ASCE, FHWA, Caltrans** standards, maintain all-inclusive insurance indemnification requirements, pre-award audit cost accounting standards, and is immediately responsive to utility research, Data Collection and Best Management Practices for RWQC. In addition, **SAF-r-DIG SM** satisfies Permits and protection of existing utilities. **SAF-r-DIG SM** field work is performed in compliance with Caltrans Traffic Control W.A.T.C.H manual.

SAF-r-DIG SM specializes in obtaining accurate subsurface utility information for creating utility base maps. The method used is non-destructive, minimally invasive, air/vacuum process that exposes the utility for visual verification, identification, inspection, measurements and documentation of the data for subsequent creation of the utility base maps.

SAF-r-DIG SM immediately restores the affected areas to its original condition to the extent that it is sometimes difficult to tell that the task was performed. Hence the slogan, "performed with surgical skill"™.

The foregoing activity describes an emerging specialty service identified as "Subsurface Utility Engineering" (SUE). This professional service has been promoted, recommended and integrated into many Federal Highway Administration (FHWA) transportation projects. This service-recognition/recommendation was earned because of the, federally documented, 7 to 1 savings in project construction cost, accuracy and turnaround time; i.e., when SAF-r-DIG SM services are engaged prior to the 30% design stage. Civil Engineering professionals view the unique "partner-enhanced" scope of work, revolutionary techniques, and final results, as qualified "Value Engineering".

Recent innovations include: gratuitous field-engineering for the office-bound designers, improved accuracy plus, speed in surveying by using the Global Positioning System (GPS). Our new divisions, identified as, "GeoLocate" and "AMERDA" have, improved utility mapping through new data collection methods.

SAF-r-DIG SM provides the following Scope of Work:

- All special equipment, skilled personnel, certified safety-sensitive (random tested) hazmat-trained technicians, and supplies required to perform "designation and utility location" services using dust-controlled, soil-monitored VOC (volatile organic compounds) sensed, soil extraction methods.
- Extract soils to expose any existing utilities in a "damage-prevention" manner to ensure the safety and integrity of the utility.
- Furnish and install "PK" nails, hubs, high-visibility "whiskers", or, markings above the centerline of the utility structure (pipe and/or duct) with swing-tie referencing, and, if required, elevations, for designers or surveyor teams.
- In Client-requested format, provide the following, visually verified, information for each utility located:
 - Pavement thickness and description of the pavement surface, base material, and soil conditions..
 - Diameter of pipe, or, duct, widths, top and, if requested, bottom elevations, and configuration of subsurface systems.
 - Elevations accurately measured to 1/10th foot or 30 mm from original ground and/or, pavement surface to utility.
 - Utility structure material composition, cored pipe thickness, when reasonably ascertainable.
- Maintain compliance with all insurance requirements, current federal and state mandated programs, with written policy statements; to protect Clients from any "pass- thru" claims or liability.
- Guaranteed completeness and accuracy of services, plans and all supporting data, under obligation for this project, and, at its expense, correct all errors or omissions therein that may be disclosed.

SAF-r-DIG SM not only pioneered "Subsurface Utility Locating", **SAF-r-DIG SM** perfected it!

Serving Major Cities in:

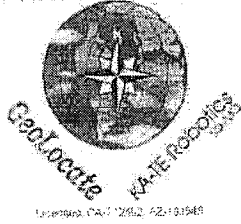
CALIFORNIA AND ARIZONA

"3-Dimensional Information" "Using Non-Destructive Vacuum Soil Extraction Technology" "Performed with *Surgical Skill*"
We *Designate, Locate* and *Physically Verify* actual depths of existing subsurface utilities and infrastructure.

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41-905 Boardwalk, Suite A, Palm Desert, CA 92211 Fax (760) 776-8278

Website: www.safrdig.com

"Your Safe and Accurate Window to the Underground"

"Positive I.D. Spotholing"™ three-dimensional information, utilizing non-destructive soil extraction technology,
"performed with surgical skill"™ We designate, locate and verify actual depths of underground utilities

WORK PLAN AND METHODOLOGY

A total solution for field verification of "as builts"

- Coordination
- Traffic control
- Electronic designation
- Vacuum soil extraction
- Guaranteed visual verification of utility location
- Documentation

Coordination

- Appropriate agencies, firms, contractors
- Apply for permits from all appropriate agencies
- Notify Underground Service Alert (1-call system)

Traffic control

- Each vehicle equipped with a class I F.A.S.
- Each vehicle is equipped with sufficient materials for normal urban streets
- The compact digging trucks minimize the amount of traffic disruption
- The highly mobile nature of our equipment allows optimal scheduling for traffic considerations

Electronic designation

- All pothole locations are evaluated with state of the art utility locating equipment such as:
- Passive signal receivers - 60 Hz and radio frequency
- VLF electromagnetic signal induction and reception
- Acoustic signal induction and reception

Vacuum soil extraction

- Pavement is broken or cored to 12-inch diameter opening
- Subsequent soil extraction is done with a hand-held air lance
- This method is safe for pipe coatings and direct bury cables
- All spoil is vacuumed into the receiving hopper on the truck

Soil extraction is not limited to the vertical

- Search under sidewalks
- Avoidance of traffic control installations
- Find bottoms of PVC ducts under other utilities

Backfill

- Corrosion-sensitive utilities are properly bedded with clean sand
- The fill is replaced in 4 inch lifts
- Each lift is compacted with a 6" pneumatic tamper
- Test data is available showing outstanding compaction results

Pavement Restoration

- Our small patches will last longer due to lower loading
- The hexagonal hole provides a better anchor for the pavement restoration
- The replacement paving is keyed into the pavement by undercutting the existing pavement so that the additional 2" of material mushrooms under the edges of the pavement. Provides 3-yr guarantee against failure
- The edges of the existing pavement is coated with tack oil to insure a watertight seal
- Material is added in 2" lifts; until the patch is flush with the existing pavement and the top is sealed

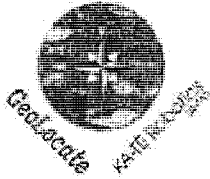
Documentation

- The centerline of the utility is marked with a PK nail, 2" x 2" hub or high visibility Whisker
- Depth & size are marked on the roadway or on a stake mounted next to the hub
- Three swing ties are recorded for each location to locate the utility relative to the existing site conditions/physical structures
- A spreadsheet is prepared showing:
- The location with GPS longitude and latitude, if desired.
- Pavement and base thickness
- Depth to grade from top & bottom
- Size & configuration of the utility

Serving Major Cities in:

NORTHERN AND SOUTHERN CALIFORNIA AND ARIZONA

SAF-r-DIG™



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PROFESSIONAL RESUME: Donald Whitman
PROJECT ASSIGNMENT: Project Manager
YEARS OF EXPERIENCE: 12 years

SUMMARY OF EXPERIENCE: Over 500 projects as sub-consultant, to Consultant Engineers, participant in Southern California; as subsurface Utility Project Coordinator/Project Manager

SPECIAL CERTIFICATIONS: Ground Penetrating Radar, Certified 40-hr hazmat training & Confined-Space Safety training, Caltrans and San Diego County Work Zone Traffic Control. Residential and Commercial Waste water lateral survey and CCTV documentation. Project Management Certification

Experience and Qualifications:

Subsurface Utility Designating, Locating & Documenting. Proactive Project Management skills include planning and coordination with utility companies, railroads, and local, state and federal agencies; as is inherent in **SAF-r-DIG™** Utility Surveys' daily functions and protocol. Aggressive Negotiator; as Liaison Utility Project Coordinator. Experienced in field Quality Control, CGA "Best Practices", Traffic Control, All - Permit Acquisitions, OSHA Field Safety meetings Facilitator. Practical hands-on, on-the-Job experience track record from completing projects ahead of schedule and under budget.

Donald Whitman's multi-task ability provided his unique and reliable skilled talents on Caltrans District 8 potholing on State Route 138 and Caltrans District 7 and Los Angeles County Design Engineers on the Highway 30 Extension Project. For utility records research, designating, locating, exposing existing subsurface utilities and documenting, or otherwise, mapping the underground utilities, Donald used **SAF-r-DIG™** non-destructive, minimally invasive damage prevention, air/vacuum soil-extraction process on other projects such as, San Diego's Mission Valley Light Rail, Kinder Morgan Energy gas pipelines, Praxair hydrogen plant facilities, City of Ontario's New Model Colony, City of Pomona Water & Sewer Capital Improvement Program and City of Riverside's Waste Water Treatment Plant Expansion.

Project Manager Roles: Extensive Utility location duties with Southern California Water Districts on Water Improvement Plans & Designs; Water Reclamation Pipelines, Waste Water Treatment Plants. Pipeline relocation projects. Yucaipa Valley Water District, San Diego County Water Authority Projects, Rancho California Water District, Eastern Municipal Water District, Inland Empire Utility Agency, Western Municipal Water District, San Bernardino Municipal Water District, Jurupa Community Services District, Rubidoux Community Services District, Metropolitan Water District, Imperial Irrigation District, Coachella Valley Water District

Project Manager – Capital Improvements Sewer & Water/Street Improvement Projects:
Cities within Donald's experience portfolio; Moreno Valley, Pomona, Corona, Chino, Riverside, Ontario, Colton, Redlands, Yucaipa, Fontana, Rialto, Rancho Cucamonga, Upland, Montclair, San Bernardino, every city in the Coachella Valley, Escondido, Carlsbad, San Diego, Chula Vista.

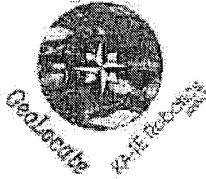
Project Manager, Sub-consultant Utility Conflict Assessment, Location and Documentation:
For multi-phase Otay Mesa Transmission Main Pipeline Project, San Diego County Water Authority.
Subsurface utility designating/locating and potholing for utility conflicts for bridge design over flood zone.
Site exploration for the new Morongo Tribal Casino project, in Cabazon, CA. Student Housing, University of California, Cal Poly, Pomona.

Serving Major Cities in:

CALIFORNIA AND ARIZONA

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NINA S. MARCINEK

Education

B.S., Education, Texas Tech University, 1966

Registration

Contractors State Board Licensee (1995 Class A General Engineering #712492)

Professional Associations

Member Consulting Engineers and Land Surveyors of California, Civil Engineering

National One-Call Association: California, Nevada & Arizona Regions, Civil Engineering

Experience

Construction Management – Over 30 years

Bradshaw Road Widening/66 Sewer Interceptor for Sacramento Regional County Sanitation District, CA:
Subsurface utility designating and locating.

Port of Long Beach, CA: Subsurface utility designating and locating. Storm drain improvements.

Highway 50 at Pioneer Trail in South Lake Tahoe, CA: Subsurface utility designating and locating.
Bedrock elevation explorations.

South Coast Plaza Expansion: Subsurface utility designating and locating. Night work.

Mission Valley East Light Rail Transit: Subsurface utility designating and locating. Storm drains and water line
locations.

Monitoring Well Installations for National Exxon Station: Subsurface utility designating and locating. Clear
drilling sites for 70-foot-deep monitoring wells.

Eastshore Highway Extension (Overpass approach) - City of Albany, CA: Subsurface utility designating and
locating. Horizontal and vertical positions.

Metro Rail Red Line for Various Locations in Los Angeles, CA Area: Subsurface utility designating and locating.

Caltrans Office of Engineering Services, Los Angeles County Department of Public Works, and the City of
LaVerne: Subsurface utility designating and locating. House laterals back of sidewalk of Miller Street.

Carmichael, CA: Potholing along Walnut Avenue. Subsurface utility designating and locating. Horizontal and
vertical position of high-risk, high-pressure gas line.

San Joaquin Hills Transportation Corridor (Toll Road), San Juan Capistrano: Subsurface utility
designating and locating.

Yucaipa Valley Water District, CA: Subsurface utility designating and locating. Water improvement plans.

Myers Avenue Potholing, Median Nose, Frederic Street/Allesandro Boulevard/Pigeon Pass for City of Moreno
Valley, CA: Subsurface utility designating and locating.

Waterline Replacements in Hemet, CA: Subsurface utility designating and locating.

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Staffing Experience

Name/ Project Role	Total Years Experience/ Years with Firm	Education/ Registration and Certification	Similar Project Experience	Current Assignments
Donald Whitman, Branch/PM Manager	13-14	<ul style="list-style-type: none"> • Caltrans and San Diego County Work Zone Traffic Control. • Certified 40-hr hazmat training & Confined-Space Safety training. • Ground Penetrating Radar 	<p>Capital Improvements Sewer & Water/Street Improvement Projects:</p> <ul style="list-style-type: none"> • Cities within Donald's experience portfolio; <ul style="list-style-type: none"> • Moreno Valley, Pomona, Corona, Chino, Riverside, Ontario, Colton, Redlands, Yucaipa, Fontana, Rialto, Rancho Cucamonga, Upland, Montclair, San Bernardino, every city in the Coachella Valley, Escondido, Carlsbad, San Diego, Chula Vista. 	<ul style="list-style-type: none"> • Pipeline Line Interlie -- Chula Vista • Storm Drain Culvert - City of Temecula.

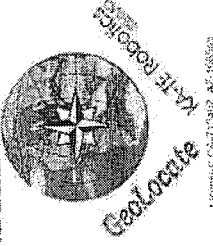
SM SAF-F-DIG Utility Surveys, Inc. - RFP City of Moreno Valley - Nason Street Improvements
 P.O. Box 1478, Palm Desert, CA 92261 - 41-905 Boardwalk, Ste A, Palm Desert, CA 92211 - (800) 326-0446 760-776-8274 Fax 760-776-8278 www.safrdig.com

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"performed with surgical skill"™ We designate, locate and verify actual depths of underground utilities

Task Accomplished with the past Five Years – Grand Terrace Branch

PROJECT NAME	TYPE OF STRUCTURE	SERVICES PERFORMED	Saf-r-Dig Task Number	Contact Person & Phone Number
Ontario New Model Colony	Water & Sewer Infrastructure Upgrades	Locate Existing Utilities	200602065	Stantec Lam Lee 19 Technology Dr Irvine, CA 92618 Phone (949) 923-6211
MDP Lateral 6A, MDP line 8, Palm Springs Storm Drain	Storm Drain	Locate Existing Utilities	200602123, 124 & 125	Engineering Resources Moe Ahmadi 3550 E. Florida Ave. Suite B Hemet, CA 92544 Phone (951) 765-6622
Verdemont Pipelines	Water Line Improvements	Locate Existing Utilities	200702018	PBS&J Erik Howard 10370 Hemet St., Suite 200 Riverside, CA Phone (951) 358-1433
Moreno Valley Regional Water Reclamation Facility	Treatment Plant Improvements	Locate Existing Utilities	200702036	The Thomsen Company Rick Thomsen 2587 San Jacinto St San Jacinto, CA 92583 Phone (951) 925-3070
District 2 & 3 Phase I Water Main Replacement	Water Main Replacements	Locate Existing Utilities	200802022	Stetson Engineering Renee Fritz 2171 E. Francisco Blvd., Suite K

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Tasks Accomplished in: The Past Five Years - Grand Terrace As Of 8-10-10 Doc# 1125323 1/11/07 12:52:21

District 3 and 4 Sewer Replacement	Sewer Main Replacement	Locate Existing Utilities	200802086	San Raphael, CA 94901 Phone (303) 799-6795 Infrastructure Engineering Rob Weber 14271 Danielson St. Poway, CA 92064 Phone (858) 413-2400
Riverside Waste Water Treatment Plant Expansion	Treatment Plant Expansion	Locate Existing Utilities	200902045	Albert Webb & Associates Shane Bloomfield 3788 McCray St Riverside, CA 92506 Phone (951) 686-1070
EVMWD Watermain Replacement Project	Water Mains	Locate Existing Utilities	200902066	GFB Friedrich & Associates John Friedrich 6529 Riverside Ave., Suite 200 Riverside, CA 92506 Phone (951) 781-0811

Project Experience

Pico Vista Way – Perris Blvd. St. Improvements – City of Moreno Valley	
Client	AECOM Engineering
Contact	Brian Smith 901 Via Piemonte 5 th Floor Ontario, CA 91764 (909) 933-5225
Key Personnel	Donald Whitman, PM - One Two Man Crew
Description	Subsurface Utility Locating - Street Improvements – 40 Spotholes

(Project Name) Heacock St. Improvements - City of Moreno Valley	
Client	DMC Design Group
Contact	Dave Cosper 170 N Maple St Suite 101 Corona, CA 91720 (951) 549-8100
Key Personnel	Donald Whitman, PM - One Two Man Crew
Description	Subsurface Utility Locating - Street Improvements – 28 Spotholes

S.A.F.-r-DIGSM Utility Surveys, Inc. – RFP City of Moreno Valley - Nason Street Improvements
P.O. Box 1478, Palm Desert, CA 92261 - 41-905 Boardwalk, Ste A, Palm Desert, CA 92211 - (800) 326-0446 760-776-8274 Fax 760-776-8278 www.safdig.com
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(Project Name) Cactus Ave. St. Improvements - City of Moreno Valley	
Client	Proactive Engineering Consultants
Contact	Michael Ng 1875 California Ave Corona, CA 92881 (951) 280-3305 Donald Whitman, PM - One Two Man Crew
Key Personnel	
Description	Subsurface Utility Locating - Street Improvements - 11 Spotholes

(Project Name) Laselle & Several areas - City of Moreno Valley	
Client	Willdan
Contact	Vanessa Munoz 13191 Crossroads Pkwy N. #405 City of Industry, CA 91746 Donald Whitman, PM - One Two Man Crew
Key Personnel	
Description	Signal Lights Various Locations - 40 spotholes

SM
SAF-R-DIG Utility Surveys, Inc. - RFP City of Moreno Valley - Nason Street Improvements
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EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

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

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$ **210,352.00**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Public Works Department at reneh@moval.org or calls directed to (951) 413-3155.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 9, 2014

TITLE: APPROVE THE THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANTS SERVICES WITH AECOM TECHNICAL ENGINEERING FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE
PROJECT NO. 801 0024 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the "Third Amendment to Agreement for Professional Consultant Services" with AECOM Technical Engineering, 901 Via Piemonte, 5th Floor, Ontario, CA 91764 to provide construction support services to the Capital Projects Division of the Public Works Department.
2. Authorize the City Manager to execute the Third Amendment to Agreement for Professional Consultant Services with AECOM Technical Engineering.
3. Authorize a Change Order to increase the Purchase Order with AECOM Technical Engineering for the amount of \$79,516.00 when the Third Amendment has been signed by all parties.

SUMMARY

This report recommends approval of the Third Amendment to Agreement for Professional Consultant Services with AECOM to provide revision to construction plans and additional construction support services during the construction phase of the Perris Boulevard Widening Project from Ironwood Avenue to Manzanita Avenue. Project changes were made in response to comments gathered at a public information meeting

held on July 16, 2014. The project is funded with a combination of funding along with local match, and has been approved in the 2014/15 Capital Improvement Plan.

DISCUSSION

The City has executed two amendments to this Professional Consultant Services Agreement with AECOM Technical Engineering. The First Amendment to Agreement was approved for services in Plans, Specifications, and Estimate (PS&E). The amendment was necessary to update the PS&E for consistency with the latest City of Moreno Valley Plans. The project was completed in September 2011 and the City had since issued updated to their standard plans. The Second Amendment to Agreement was for Construction Support Services for the widening improvements for Perris Boulevard from Ironwood Avenue to Manzanita Avenue. The services provided included Construction Support Services to assist during the construction phase.

On July 16, 2014, Staff has conducted public information meeting at the City Council Chamber to update the project construction schedule. As the result of the public comments from the public information meeting, additional improvement and changes are necessary to the project construction documents. The additional improvements include a new catch basin and storm drain lateral at the north east corner of Perris Boulevard and Kalmia Avenue, revision to Gem Court and Robin Lane, redesign of retaining wall, ADA ramp at southeast corner of Perris Boulevard and Kalmia Avenue, and improvement at 11010 Perris Boulevard to be consistent with the right of way agreement with the property owner.

Staff requests that the City Council authorize this Third Amendment to Agreement for Professional Consultant Services with AECOM to provide revision to construction plans and supplement the budget for Construction Support Services for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue project.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for the additional improvements to be constructed by the hired contractor without any delays and facilitate the timely close-out of the project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay project close-out and result in additional cost due to the out of sequence construction operations to address the public's concerns.*

FISCAL IMPACT

The project is included in the Fiscal Year 2014/2015 Capital Improvement Plan. **There is no impact to the General Fund.**

BUDGET FOR CONSTRUCTION:

Perris Boulevard Widening (Project No. 801 0024 70 77)	
Measure A/SLPP Grant (Account No. 2001-80001).....	\$1,000,000
TUMF Commitment (Account No. 3003-80001).....	\$4,500,000
DIF Traffic Signals (Account No. 3302-80001).....	\$227,000
TRIP Capital Projects (Account No. 3411--80001).....	\$200,000
Total Available Funds	\$5,927,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction Related Costs	\$5,487,000
Project Management Services	\$256,000
Existing Agreement for Design Consultant Services.....	\$95,000
New Amendment for Design Consultant Services.....	\$80,000
Total Estimated Construction Related Costs*	\$5,918,000

PROJECT SCHEDULE

Completed Construction.....October 2015

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

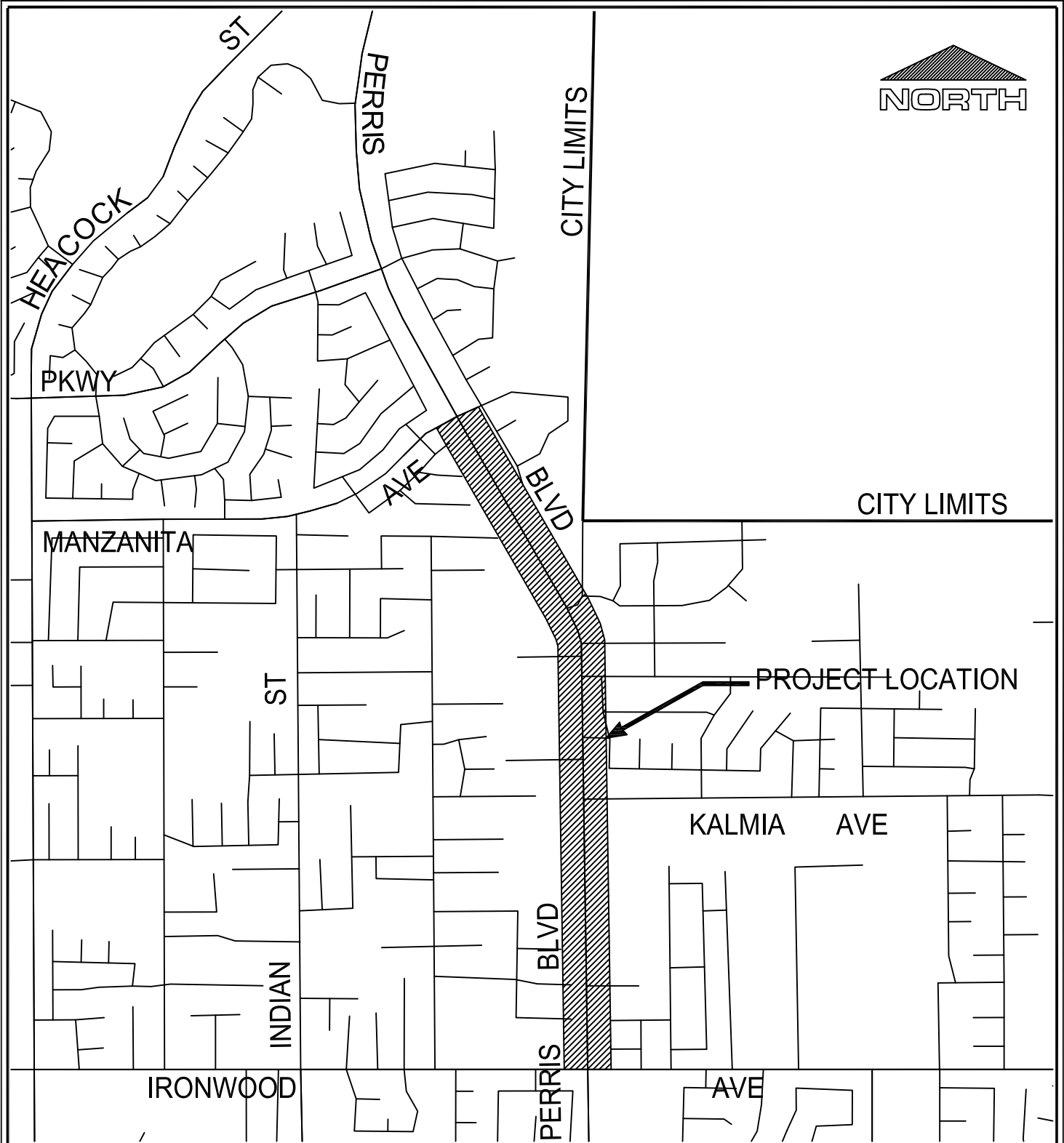
ATTACHMENTS


- Attachment 1: Location Map
- Attachment 2: Third Amendment for Professional Consultant Services
- Attachment 3: Second Amendment for Professional Consultant Services
- Attachment 4: First Amendment for Professional Consultant Services
- Attachment 5: Original Agreement for Professional Consultant Services

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

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

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



Public Works Department Capital Projects Division		LOCATION MAP
	Scale: None	
	ATTACHMENT 1	PERRIS BLVD IMPROVEMENTS FROM IRONWOOD AVE TO MANZANITA AVE PROJECT NO. 801 0024 70 77

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**THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0024 70 77 (formerly 11-41570225)**

This Third Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and AECOM Technical Services, a California corporation hereinafter referred to as "Consultant." This Third 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 **June 5, 2013**.

Whereas, the Consultant is providing professional consultant construction support services for **Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue**.

Whereas, the agreement was amended on November 19, 2013 to expand the scope of work for the consultant bidding support services in the first amendment to the agreement for professional consultant services.

Whereas, the agreement was amended on June 5, 2014 to expand the scope of work for the consultant bidding support services in the second amendment to the agreement for professional consultant services.

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 Third Amendment.

Whereas, the Consultant has submitted a Proposal dated **May 19, 2014**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A" and is incorporated herein by this reference.

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0024 70 77**

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **December 31, 2016** is not extended by this Amendment, 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," entitled "Proposal for Construction Support Services."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit B - third amendment," entitled "AECOM – Cost Proposal."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$79,516.00 as set forth in the above-referenced Cost Proposal, in consideration of the Consultant's performance of the work set forth in "Exhibit A."

1.5 The total "Not to Exceed" fee for this contract is \$174,568.02 (\$2,500.00 for the original Agreement plus \$67,552.02 for the First Amendment to Agreement, and \$25,000 for the Second Amendment, and \$79,516.00 for the third amendment).

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0024 70 77**

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

City of Moreno Valley

AECOM Technical Services, 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 – Proposal for Construction Support Services
Exhibit B – Third Amendment – AECOM Cost Proposal

\\ZURICH\Shared\Publ\Work\CapProj\CapProj\PROJECTS\Larry - 11-41570225 - Perris Blvd.- Ironwood to Manzanita & TS\Design Phase\Consultant -AECOM\Agreement\Agreements_Amendments-2013-2014\Third Amendment-pending\AECOM_Third Amendment.doc

May 19, 2014

Mr. Henry Ngo, PE
City of Moreno Valley
Public Works Department – Capital Projects
14177 Frederic Street
Moreno Valley, CA 92552-0805

Subject: Proposal for Construction Support Services
Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue
Project No. 801 0024 70 77 (formerly 11-41570225)

Dear Mr. Ngo,

We have prepared this proposal to supplement the budget for Construction Support Services for the widening improvements for Perris Boulevard from Ironwood Avenue to Manzanita Avenue. Services include design support to assist during the project construction. The following scope of work and estimate of hours is based on a “not-to-exceed”, time and materials basis and are based on our current understanding of the project needs and anticipated construction support services. At the time the initial construction support services amendment was approved, it was anticipated that the proposed budget was not adequate to support the anticipated length and needs of the project. This request for additional services is anticipated to be necessary to support the full duration of construction.

If services are needed beyond the scope of services authorized, an adjustment to contract scope and budget will be requested and the City will approve budget modifications prior to AECOM performing services. We hereby request this contract amendment to increase our construction support budget and scope of services.

The project construction was advertised, awarded and administered by the City. AECOM will provide support services to assist the City throughout the construction phase of the project.

SCOPE OF SERVICES

The Scope of Services covered is as follows:

1. Construction Support

During the construction support phase of the project AECOM will:

- Assume 2 field visits to the job-site for review of construction and attend meetings as requested to resolve any discrepancies in the contract documents. It is assumed there will be no regularly held construction meetings that will require AECOM attendance. Assume a total of 2 meetings and approximately 4 hours per meeting on average, therefore 8 hours of work.
- Assist with the interpretation of the contract documents, respond to Request for Information’s (RFIs), and furnish necessary drawings for corrections and change orders as required to complete the project. Assume that there would be no more than 15 RFIs involved in this task and about 4 hours per RFI on average, therefore 60 hours of work.

- Assist with the interpretation of the contract documents, respond to Request for Change's (RFCs) or material substitutions, and furnish necessary drawings for corrections and change orders as required to complete the project. Assume that there would be no more than 3 RFCs involved in this task and about 8 hours per RFC on average, therefore 24 hours of work.
- As with any construction, you can expect that there may be a request to provide a design change initiated by the City, Contractor, or others for whatever reasons. AECOM will provide design changes assuming 80 total hours to complete these design changes. Design changes that exceed this amount will be considered out of scope work. The funds for the services in this sub task will be set aside and will not be utilized without authorization and approved budget constraints from the City. Advance notification and progress updates will be provided to the City prior to commencing work. This scope of services is for changes beyond what is listed in section 2.
- Prepare and deliver to the City the As-Built plans within 8 weeks of receiving the original tracings and As-Built redline corrections. Assume that 2 hours will be required per each of the 35 total sheets to incorporate the field modification redlines and incorporate the as-built stamp placed onto. Then a pdf file will be created for each of the 35 sheets and submitted to the City. Therefore the total required hours to prepare as-built plans and their associated electronic files is 70 hours.

2. Design Revisions Due to Public Meeting Comments, Property Agreements and Field Review

A. Drainage Modification at Sta 73+70.00 Rt

- a. In the public meeting on July 16, 2014, a comment was received regarding debris flows that outlet onto Perris Blvd. from the existing parkway drain at Sta 73+70. As a result of that comment, AECOM will prepare modifications to the parkway drain. The parkway drain will be converted to a catch basin that will accept the flows and then be delivered to the proposed storm drain in Perris Blvd. The plans will require plan and profile modifications. It is anticipated that 100 hours will be required to make the necessary modifications to the plans.

B. Revisions to Gem Court and Robin Lane

- a. In the field review meeting on August 6, 2014, it was requested that modifications be made to the project plans at Gem Court and Robin Lane. On both streets, adjustments to the asphalt dike, limits of pavement reconstruction are to be incorporated to the plans. At Gem Court, the access to the property on the South East Quadrant is to be reviewed and access is to be incorporated to the area that is currently used for parking by the residents. It is anticipated that 10 hours will be required to make the necessary modifications to the plans.

C. Redesign of Retaining Wall at 24940 Robin Lane

- a. In the public meeting on July 16, 2014, a comment was received regarding protection of the property at 2490 Robin Lane from a vehicle that may leave the roadway. AECOM will evaluate three alternatives agreed upon at the field meeting on August 6, 2014. AECOM will prepare sketches, quantities and a cost estimate necessary for the City to solicit costs to construct from the project contractor and present proposed alternatives with the property owner. Once a preferred alternative is selected, AECOM will prepare revised construction plans for the work. The agreed upon alternatives are as follows:

- i. Maintain current wall alignment and revise the vinyl fencing on top to a concrete block wall. Revision of retaining wall to a different Caltrans standard wall type is anticipated.
- ii. Maintain current wall alignment and revise the vinyl fencing on top to a concrete barrier with a vinyl fence on top of that barrier. Revision of retaining wall to a different Caltrans standard wall type is anticipated.
- iii. Revise current wall alignment to provide a standard sidewalk width of 7 feet and revise the vinyl fencing on top to a concrete barrier with a vinyl fence on top of that barrier. Revision of retaining wall to a different Caltrans standard wall type is anticipated.

In all alternatives it is assumed that a standard Caltrans wall will be acceptable and no special designed walls are included. It is anticipated that 120 hours will be required to prepare the alternatives and make the necessary modifications to the plans.

D. Redesign of ADA Ramp on Kalmia Ave. (SE Quadrant)

- a. In the field review meeting on August 6, 2014, it was requested that modifications be made to the project plans for the ADA ramp on the south east quadrant of Perris Blvd. and Kalmia Ave. The current design maintained improvements within the available right of way and was not fully ADA compliant. The non-compliant features were previously documented and accepted by the City in a design exception memo. AECOM will prepare a concept design which will be presented to the adjacent property to seek approval to utilize private right of way for the construction of a separate ADA compliant pathway. It is assumed that a standard APWA retaining wall will be acceptable and no special design is need and that landscaping and irrigation features can be replaced in kind without detailed planting and irrigation plans. It is anticipated that 80 hours will be required to make the necessary modifications to the plans.

E. Revisions at 11010 Perris Blvd.

- a. In the field review meeting on August 6, 2014, it was requested that modifications be made to the project plans for the private improvements on the property at 11010 Perris Blvd. The current design is inconsistent with the settlement agreement that was made with the property owner. AECOM will revise the project plans to be consistent with Exhibit C of the settlement agreement. It is anticipated that 40 hours will be required to make the necessary modifications to the plans.

3. As-Needed Services

At the request of the City, additional services may be requested and authorized as needed to assist in the project delivery.

Notwithstanding anything in this Agreement, Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Client's construction contractors.

Notwithstanding any other provision of this Agreement, AECOM and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic or hazardous substances or wastes.

If you have any questions or need additional information regarding this proposal, please contact me at (909) 579-2527 or e-mail me at Janson.Ting@aecom.com. We look forward to getting the work accomplished for the City.

Sincerely yours,



Janson Ting, P.E.
Project Manager



Matt Ulukaya, P.E.
VP/Project Director

Attachment: AECOM Cost Proposal

EXHIBIT B
AECOM - Cost Proposal

City of Moreno Valley

Perris Boulevard Widening (Ironwood Avenue to Manzanita Avenue)

Revised 8/8/14

Task	Description	Project Mgr \$186.00	Technical Leader \$224.00	Project Engr \$154.00	Engr II \$94.00	CAD \$80.00	QA/QC \$200.00	Admin \$64.00	Total Hours	ODC	Total Cost
1	Construction Support										
	Field Visits & Meetings	6		2					8		\$1,424.00
	Respond to RFI's	8	2	28	8	8	2	4	60		\$8,296.00
	Respond to RFC's	4		8		8	2	2	24		\$3,144.00
	Design Changes Initiated by Others	8		20	8	40	2	2	80		\$9,048.00
	Prepare As-Built Drawings	6		20	12	28	2	2	70		\$8,092.00
	ODC									\$1,500.00	\$1,500.00
	Subtotal	32	2	78	28	84	8	10	242	\$ 1,500.00	\$ 31,504.00
2	Design Revisions Due to Public Meeting										
2A	Drainage Modifications @ 73+70	4		42	36	16	2		100		\$12,276.00
2B	Revisions to Gem Ct & Robin Ln	1		4		4	1		10		\$1,322.00
2C	Redesign of Retaining Wall @ 24940 Robin Ln	6		36	40	36	2		120		\$13,700.00
2D	Redesign of ADA Ramp on Kalmia Ave (SE Quad)	4		36	22	16	2		80		\$10,036.00
2E	Revisions @ 11010 Perris Blvd	1		24		14	1		40		\$5,202.00
	ODC									\$500.00	\$500.00
	Subtotal	16		142	98	86	8		350	\$ 500.00	\$ 43,036.00
3	As-Needed Services										
	As-Needed Services	16		8		8		2	34		\$4,976.00
	Subtotal	16		8		8		2	34	\$ -	\$ 4,976.00

Totals	Total Hours by Classification								Total MHrs	Total ODC's	Total Fee
	Project Mgr	Technical Leader	Project Engr	Engr II	CAD	QA/QC	Admin	Total Hours			
Engineering Services Totals (Tasks 1 to 3)	64	2	228	126	178	16	12	626	\$ 2,000.00	\$ 79,516.00	

Other Direct Costs					
Task No.	Mileage @ \$0.55 per mile	Postage and Deliveries	Reprographics	Lease Vehicle	Task ODC Total
1	\$1,500				\$1,500.00
2	\$500				\$500.00
3					

**SECOND AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0024 70 77 (formerly 11-41570225)**

This Second Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and AECOM Technical Services, a California corporation hereinafter referred to as "Consultant." This Second 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 **June 5, 2013**.

Whereas, the Consultant is providing professional consultant support services for **Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue**.

Whereas, the Agreement was amended on November 19, 2013 to expand the scope of work for the consultant bidding support services in the First Amendment to the Agreement for professional consultant services.

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 Second Amendment.

Whereas, the Consultant has submitted a Proposal dated **May 19, 2014**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **December 31, 2016** is not extended by this Amendment, 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," entitled "Proposal for Construction Support Services."

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO.**

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit B – second amendment," entitled "AECOM – Cost Proposal."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$25,000.00 as set forth in the above-referenced Cost Proposal, in consideration of the Consultant's performance of the work set forth in "Exhibit A."

1.5 The total "Not to Exceed" fee for this contract is \$95,052.00 (\$2,500.00 for the original Agreement plus \$67,552.00 for the First Amendment to Agreement, and \$25,000 for the Second Amendment).

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO.**

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

City of Moreno Valley

BY: 
City Manager

6-5-14
Date

AECOM Technical Services, Inc.


BY: MATT ULUKAYA
Matt Ulukaya

TITLE: VICE PRESIDENT
(President or Vice President)

5/27/2014
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:


City Attorney
6-4-14
Date

RECOMMENDED FOR APPROVAL:


Department Head
6/5/14
Date

BY: 

TITLE: Sarah M. Sabunas
Assistant Corporate Secretary
(Corporate Secretary)

5/29/14
Date

Attachments: Exhibit A – Proposal for Construction Support Services
Exhibit B – Second Amendment – AECOM Cost Proposal

\\ZURICH\Shared\Pub\Work\CapProj\CapProj\PROJECTS\Larry - 11-41570225 - Perris Blvd.- Ironwood to Manzanita & TS\Design Phase\Consultant -\Agreement\New Agreement & Amendments\Second Amendment\AECOM_Second Amendment.doc

Stephanie Cuff

From: Prem Kumar
Sent: Thursday, May 29, 2014 7:00 PM
To: Capital Projects Staff
Cc: Anna Chacon; LaSonja Nelson; Rene Martinez; Mark Sambito; Ahmad R. Ansari, P.E.
Subject: Prem - Out of Office week of June 2nd returning on June 9th

Hi everyone,

I will be out of the office for the week of June 2nd returning on Monday, June 9th. You can reach me via email if needed. During my absence, Henry Ngo has my full signature authority.

Thank you.

Prem Kumar, P.E., M.B.A.

Deputy Public Works Director/Assistant City Engineer, City of Moreno Valley

p: 951.413.3116 | e: premk@moval.org W: www.moval.org

14177 Frederick St., Moreno Valley, CA 92553

Prem Kumar

Deputy Public Works Director/Assistant City Engineer

Public Works

City of Moreno Valley

p: 951.413.3116 | e: premk@moval.org W: www.moval.org

14177 Frederick St., Moreno Valley, CA 92553

EXHIBIT A



May 19, 2014

Mr. Henry Ngo, PE
City of Moreno Valley
Public Works Department – Capital Projects
14177 Frederic Street
Moreno Valley, CA 92552-0805

Subject: Proposal for Construction Support Services
Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue
Project No. 801 0024 70 77 (formerly 11-41570225)

Dear Mr. Ngo,

Per your request, we have prepared this proposal for Construction Support Services for the widening improvements for Perris Boulevard from Ironwood Avenue to Manzanita Avenue. Services include construction support services to assist during the project construction. The following scope of work and estimate of hours is based on a "not-to-exceed", time and materials basis and are based on our current understanding of the project needs and the City's current available budget of \$25,000 for construction support services. It is anticipated that the proposed budget will not be adequate to support the anticipated length and needs of the project. If additional services are necessary as the project progresses, an adjustment to contract scope and budget will be requested and the City will approve budget modifications prior to AECOM performing services.

The project construction was advertised, awarded and administered by the City. AECOM will provide support services to assist the City throughout the construction phase of the project within the available budgets allocated.

SCOPE OF SERVICES

The Scope of Services covered are as follows:

1. Construction Support

During the construction support phase of the project AECOM will:

- Attend the pre-construction meeting with the successful construction contractor. Assume 3 field visits to the job-site for review of construction and attend 2 meetings as requested to resolve any discrepancies in the contract documents. It is assumed there will be no regularly held construction meetings that will require AECOM attendance. Assume a total of 5 meetings and approximately 4 hours per meeting on average, therefore 20 hours of work.
- Assist with the interpretation of the contract documents, respond to Request for Information's (RFIs), and furnish necessary drawings for corrections and change orders as required to complete the project. Assume that there would be no more than 10 RFIs involved in this task and about 8 hours per RFI on average, therefore 80 hours of work.
- Assist with the interpretation of the contract documents, respond to Request for Change's (RFCs) or material substitutions, and furnish necessary drawings for corrections and change orders as

required to complete the project. Assume that there would be no more than 5 RFCs involved in this task and about 10 hours per RFC on average, therefore 50 hours of work.

- Reviews of contract change order documents is not a part of the construction support scope.
- Design changes initiated by others is not a part of the construction support scope. Design changes initiated by others includes, but is not limited to, contractor, private property owners, utility companies, unforeseen field conditions or outside agencies.
- Review and preparation of as-built plans is not a part of the construction support scope.

2. As-Needed Services

At the request of the City, additional services may be requested and authorized as needed to assist in the project delivery.

Notwithstanding anything in this Agreement, Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Client's construction contractors.


Notwithstanding any other provision of this Agreement, AECOM and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic or hazardous substances or wastes.

If you have any questions or need additional information regarding this proposal, please contact me at (909) 579-3937 or e-mail me at Brian.Smith3@aecom.com. We look forward to getting the work accomplished for the City.

Sincerely yours,



Brian Smith, P.E.
Project Manager



Matt Ulukaya, P.E.
VP/Project Director

Attachment: AECOM Cost Proposal

AECOM

EXHIBIT B - SECOND AMENDMENT

AECOM - Cost Proposal

City of Moreno Valley

Perris Boulevard Widening (Ironwood Avenue to Manzanita Avenue)

Revised 5/19/14

Task	Description	Project Mgr \$186.00	Technical Leader \$224.00	Project Engr \$164.00	Eng II \$94.00	CAD \$80.00	QA/QC \$200.00	Admin \$64.00	Total Hours	ODC	Total Cost
1	Construction Support										
	Field Visits & Meetings	16		4					20		\$3,592.00
	Respond to RFI's	20	2	28	12	12	2	4	80		\$11,224.00
	Respond to RFC's	12	2	16	8	8	2	2	50		\$7,064.00
	Review of CCC's										
	Design Changes Initiated by Others										
	Prepare As-Built Drawings										
	ODC									\$870.00	\$870.00
	Subtotal	48	4	48	20	20	4	6	150	\$ 870.00	\$ 22,750.00
2	As-Needed Services										
	As-Needed Services										\$2,250.00
	Subtotal									\$ -	\$ 2,250.00

Totals	Total Hours by Classification								Total Mhrs	Total ODC's	Total Fee
Engineering Services Totals (Task 1)	48	4	48	20	20	4	6	150	\$ 870.00	\$ 25,000.00	

Other Direct Costs					
Task No.	Mileage @ \$0.55 per mile	Postage and Deliveries	Reprographics	Lease Vehicle	Task ODC Total
1	\$400	\$220	\$250		\$870.00
2					

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**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0024 70 77 (formerly 11-41570225)**

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and AECOM Technical Services, 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 **June 5, 2013**.

Whereas, the Consultant is providing consultant bidding support services for **Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue**.

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 **October 25, 2013**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **December 31, 2016** is not extended by this Amendment, 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

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO.**

section described in "Exhibit A -- First Amendment," entitled "Proposal for Additional Work and Bidding Support Services."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit B -- First Amendment," entitled "AECOM – Cost Proposal."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$67,552.00 as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in "Exhibit A -- First Amendment."

1.5 The total "Not to Exceed" fee for this contract is \$70,052.00 (\$2,500.00 for the original Agreement plus \$67,552.00 for the First Amendment to Agreement).

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO.**

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

City of Moreno Valley

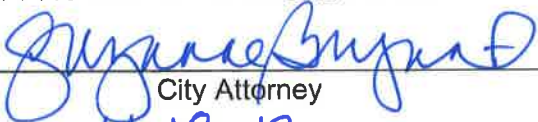
AECOM Technical Services, Inc.

BY: 
City Manager
11.19.13
Date

BY: matt Uluhaya
MATT ULUKAYA
TITLE: VICE PRESIDENT
(President or Vice President)
10/30/13
Date


INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:


City Attorney
11.18.13
Date

BY: 
David W. Huchel
Assistant Corporate Secretary
TITLE: _____
(Corporate Secretary)
11/5/13
Date

RECOMMENDED FOR APPROVAL:


Department Head
11/19/13
Date

Attachments: "Exhibit A – First Amendment"
 "Exhibit B – First Amendment"

October 25, 2013

Mr. Larry Gonzales, PE
City of Moreno Valley
Public Works Department – Capital Projects
14177 Frederic Street
Moreno Valley, CA 92552-0805

Subject: Proposal for Additional Work and Bidding Support Services
Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue
Project No. 801 0024 70 77 (formerly 11-41570225)

Dear Mr. Gonzales,

Per your request, we have prepared this proposal for Plans, Specifications and Estimate (PS&E) updates and Bidding Support Services for the widening improvements for Perris Boulevard from Ironwood Avenue to Manzanita Avenue. Services include updating the PS&E package to reflect current City standards and available funding limits. Services also will include bid support services to assist during the bidding process up to bid opening. The following scope of work and estimate of hours is based on a “not-to-exceed”, time and materials basis and are based on direction from the City. It is our understanding that this request for additional work is to supplement the previous scope authorization of \$2,500, dated June 5, 2013. If additional services are necessary as the project progresses, an adjustment to contract scope and budget will be requested.

The project construction will be advertised, awarded and administered by the City. AECOM will provide support services to assist the City prior to and throughout the advertising and bidding phase of the project.

SCOPE OF SERVICES

The Scope of Services covered are as follows:

1. Update PS&E to Current City Standard Plans

Per direction from the City, the PS&E package will require updating for consistency with the latest City of Moreno Valley Standard Plans. The project was completed in September of 2011 and the City has since issued updates to their standard plans. The standard plans used within the project will be reviewed and the PS&E package will be updated as necessary. Our estimate is that a total of 12 hours will be required to review and update the PS&E package for updated standards.

Assumptions:

- a. The City will not require updates to current boilerplate specifications as a part of this Task.
- b. The City will provide a summary of the changes to the Standard Plans to assist in locating the updated Standards.

2. Update PS&E to Current Funding Limits

To meet the current funding restrictions, the PS&E package will require revisions to reduce construction costs. A coordination meeting was held with the City to coordinate the funding restrictions and available cost saving options. Per direction of the City, the changes required to update the plans includes the following:

1. Revising the plans to indicate grind and overlay pavement sections from Ironwood Ave to Kalmia Ave. In this segment, the improvements will utilize the existing centerline. The centerline profile will need to be reviewed and a crown transition will be required in the vicinity of Kalmia Ave, to provide a smooth transition to the full pavement reconstruction segment from Kalmia Ave to the north. In the Ironwood Ave to Kalmia Ave segment, there are portions where existing pavement is not present and full pavement sections will be required. In these locations, AECOM will review and update the plans, including typical sections, to provide acceptable pavement cross falls.
2. Recycled pavement specifications will remain for alternate bid item(s).
3. Provide curb ramp details for the curb ramps at the intersections of Perris Blvd / Kalmia Ave and Perris Blvd / Pico Vista Way. Provide separate pedestrian push buttons on the signal plans at these locations if required due to ADA requirements.
4. In the Ironwood Ave to Kalmia Ave segment, revise side street pavement reconstruction to grind and overlay construction as an alternate bid item.
5. Update the project estimate to current construction costs.
6. Update the project quantities to reflect the revised plans.
7. Update the project specifications to reflect the revised plans.
8. Incorporate bid alternative language and quantities into the project specifications and estimate.

Our estimate is that a total of 300 hours will be required to make the necessary PS&E revisions to accommodate the revised budget.

Assumptions:

- a. One meeting was held with one attendee for a total of 4 hours to coordinate the plan updates required by the City.
- b. It is assumed there will be one draft submittal with a one week review by the City and one final submittal.
- c. Per City direction, a field walk will not be required, as the City has determined that no changes in field conditions have occurred since the project was completed in August of 2011.
- d. Per City direction, there will be no utility coordination efforts required for the PS&E update.
- e. Per City direction, construction cross sections will not be required.
- f. The revisions to the plans will be limited to the changes discussed and documented through plan redline comments in the coordination meeting held on October 8, 2013. No changes were indicated to construction features within private residences, proposed curb profiles, centerline profiles north of Kalmia Ave, drainage plans, erosion control plans, retaining wall designs, signing and striping plans or traffic control plans.

AECOM

- g. Based on the coordination meeting held on October 8, 2013, the bid alternatives will be presented in the bid documents and no separate plans will be required to illustrate these bid alternatives. If bid alternatives are accepted by the City after bid opening, updating the plans based on the selected bid alternatives will be considered as additional services. The bid alternates discussed include:
- a. Full pavement reconstruction from Ironwood Ave to Via Von Batsch
 - b. Full pavement reconstruction from Via Von Batsch to Kalmia Ave.
 - c. Street widening only in the narrow sections south of Kalmia Ave.
 - d. Crack and slurry seal from Sta 99+60 to the southernmost crosswalk stripe at Manzanita Ave.
 - e. Median hardscape.

3. Bid Support

During the bidding phase, AECOM will respond to bidder's questions and respond as necessary to aid in the bidder's preparation of bid estimates. Our estimate is that a total of 50 hours will be necessary to bid support services. If additional services are necessary beyond the 50 hours budgeted, an adjustment to contract scope and budget will be processed.

Assumptions:

- a. It is assumed one meeting will be required with one attendee for a total of 4 hours.
- b. It is assumed that no addendums will be necessary and all inquiries can be resolved with responses or exhibits. Incorporation of an addendum may require an adjustment to contract scope and budget.
- c. It is assumed no bid tabulation and analysis will be required.
- d. It is assumed no construction cross sections will be required.
- e. Based on feedback from the City, it is assumed that the City will handle a significant portion of the bidder's inquiry.

4. Update Current City Boilerplate Specifications (Optional Task)

The project specifications will require updating for consistency with the latest City of Moreno Valley boilerplate specifications. The project was completed in September of 2011 and the City has since updated some of their boilerplate specifications. The City will provide the latest City boilerplate specifications for review and incorporation into the project specification package. Our estimate is that a total of 50 hours will be required to review and update the PS&E package for updated standards.

5. Additional As-Needed Services

At the request of the City, additional services may be requested and authorized as needed to assist in the project delivery.

If you have any questions or need additional information regarding this proposal, please contact me at (909) 579-3937 or e-mail me at Brian.Smith3@aecom.com. We look forward to getting the work accomplished for the City.

Sincerely yours,



Brian Smith, P.E.
Project Manager



Matt Ulukaya, P.E.
VP/Project Director

Attachment: AECOM Cost Proposal

AECOM

AECOM - Cost Proposal

City of Moreno Valley

Perris Boulevard Widening (Ironwood Avenue to Manzanita Avenue)

Revised 10/22/2013

Task	Description -	Project Mgr \$166.00	Technical Leader \$224.00	Project Engr \$154.00	Engr II \$94.00	CAD \$80.00	QA/QC \$200.00	Admin \$64.00	Total Hours	ODC	Total Cost
1	Update PS&E to Current City Standards										
	Plan, Specs & Estimate Updates	2		4		4	1	1	12		\$1,572.00
	ODC										
	Subtotal	2		4		4	1	1	12	\$ -	\$ 1,572.00
2	Update PS&E to Funding Limits										
	Project Meeting and Coordination	4							4		\$744.00
	PS&E Updates	24	8	110	40	100	8	6	296		\$36,940.00
	ODC									\$1,790.00	\$1,790.00
	Subtotal	28	8	110	40	100	8	6	300	\$ 1,790.00	\$ 39,474.00
3	Bid Support										
	Project Meeting and Coordination	4							4		\$744.00
	Respond to bidder questions	16		16		8	2	4	46		\$6,736.00
	ODC									\$790.00	\$790.00
	Subtotal	20		16		8	2	4	50	\$ 790.00	\$ 8,270.00
4	Update Current Boilerplate Specs (Optional Task)										
	Specification Updates	2	4	40			4		50		\$8,228.00
	Subtotal	2	4	40			4		50	\$ -	\$ 8,228.00
5	As-Needed Services										
	As-Needed Services	16	6	20	8	10	4	4	68		\$10,008.00
	Subtotal	16	6	20	8	10	4	4	68	\$ -	\$ 10,008.00

Totals	Total Hours by Classification								Total Mhrs	Total ODC's	Total Fee
	Project Mgr	Technical Leader	Project Engr	Engr II	CAD	QA/QC	Admin	Total Hours			
Base Engineering Services Totals (Tasks 1 to 3)	50	8	130	40	112	11	11	362	\$ 2,580.00	\$ 49,316.00	
Optional Engineering Services Totals (Task 4)	2	4	40			4		50	\$ -	\$ 8,228.00	
As-Needed Services (Task 5)	16	6	20	8	10	4	4	68	\$ -	\$ 10,008.00	
Total	68	18	190	48	122	19	15	480	\$ 2,580.00	\$ 67,552.00	

Other Direct Costs					
Task No.	Mileage @ \$0.55 per mile	Postage and Deliveries	Reprographics	Survey	Task ODC Total
1					
2	\$40	\$250	\$1,500		\$1,790.00
3	\$40	\$250	\$500		\$790.00
4					

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - REGIONAL
PROJECT NO. 801 0024 70 77 (formerly 11-41570225)**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **AECOM Technical Services**, a California corporation hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement, and shall be effective as of December 31, 2012.

RECITALS

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

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0024 70 77**

DESCRIPTION OF PROJECT

1. The project is described as professional consultant bidding support services for:
Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue

Project No. 801 0024 70 77

SCOPE OF SERVICES

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

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$2,500** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will begin on December 31, 2012 and terminate on **December 31, 2016** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

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

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

**AGREEMENT FOR PROFESSIONAL
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PROJECT NO. 801 0024 70 77**

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

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

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

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

SPECIAL PROVISIONS

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0024 70 77**

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

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

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

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

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and Riverside County Transportation

**AGREEMENT FOR PROFESSIONAL
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Commission (RCTC), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, CSD, and RCTC, their officers, agents or employees.

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

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

**AGREEMENT FOR PROFESSIONAL
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PROJECT NO. 801 0024 70 77**

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

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

GENERAL LIABILITY

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

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

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

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
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the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and Riverside County Transportation Commission, its officers, employees and agents, under any third party liability policy."

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

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

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

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
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PROJECT NO. 801 0024 70 77**

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

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

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

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

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

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this

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

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

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

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

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

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be

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

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

SIGNATURE PAGE FOLLOWS


**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0024 70 77 (formerly 11-41570225)**

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

City of Moreno Valley

AECOM Technical Services, Inc.

BY: 
Public Works Director/City Engineer


BY: 
MATT ULLUKAYA

DATE: 6/5/13

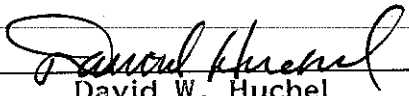
TITLE: VICE PRESIDENT
(President or Vice President)

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:


City Attorney

6-4-13
Date

BY: 
David W. Huchel

TITLE: Assistant Corporate Secretary
(Corporate Secretary)

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

TEL: 951.413.3130
FAX: 951.413.3170
WWW.MOVAL.ORG



14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

March 28, 2013

E-MAILED

Mr. Brian Smith
Project Manager
AECOM Technical Services, Inc.
901 Via Piemonte, 5th Floor
Ontario, CA 91764

Subject: Request for Scope of Work for Construction Support Services
Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue
Project No. 801 0024 70 77 (formerly 11-41570225)

Dear Mr. Smith:

The City is requesting a Scope of Work for the subject project. Because AECOM has satisfactorily provided design phase professional services, the City is requesting Bid Support Services to assist during the bidding process. At this time the current budget for this scope is \$2,500.

Please forward a Scope of Work by April 3, 2013 to my attention. Feel free to contact me at 951.413.3136, should you have any questions or concerns regarding this request.

Sincerely,

Larry Gonzales
Senior Engineer, P.E.

LRG/dv

c: File

W:\CapProj\CapProj\PROJECTS\Viren - 11-41570225 - Perris Blvd.- Ironwood to Manzanita & TS\Design Phase\Consultant - Agreement\New Agreement & Amendments\Letter requesting proposal.doc

EXHIBIT "A"

CAPITAL PROJECTS
-374-

Item No. A.7

March 29, 2013

City of Moreno Valley
Public Works Department – Capital Projects
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Attention: Mr. Larry Gonzales, P.E.

Subject: Proposal for Bidding Support Services
Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue
Project No. 801 0024 70 77 (formerly 11-41570225)

Dear Mr. Gonzales:

Per your request, we have prepared this proposal for Bidding Support Services for the widening improvements for Perris Boulevard from Ironwood Avenue to Manzanita Avenue. Services include design support and bid support services to assist prior to and during the bidding process.

The project construction will be advertised, awarded and administered by the City. AECOM will provide support services to assist the City prior to and throughout the advertising and bidding phase of the project.

SCOPE OF SERVICES

The Scope of Services covered are as follows:

1. Project Management and Bid Support

AECOM will attend pre-bid meetings if requested by City. AECOM will attend coordination meetings with City, Contractors, and agencies on an as-needed basis prior to and during the bidding phase when requested by City. AECOM will also provide design support services, on an as-needed basis.

FEE PROPOSAL

The proposed fee for the above services is \$2,500 to be billed on a time and material basis. Below is a schedule of rates:

Rate Schedule:

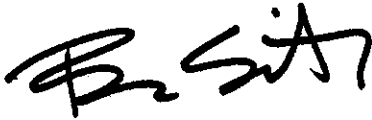
Principal-In-Charge	\$225.00/hr
Project Manager	\$220.00/hr
Civil Lead	\$140.00/hr
Engineer III	\$129.00/hr

EXHIBIT "B"

CAD Operator	\$91.00/hr
Administrative Staff	\$79.00/hr

Please review the proposed scope and fee estimate. We believe that our proposal has responded to your request and that it will cover the efforts necessary through the advertising and awarding of this project. Should you have any questions, please do not hesitate to call me at (909) 579-3937.

Very truly yours,



Brian Smith, PE
Project Manager
AECOM

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

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

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$2,500.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at miab@moval.org or calls directed to (951) 413-3155.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

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

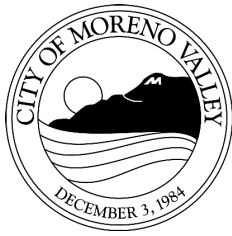
http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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Revised 10/13/09

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 9, 2014

TITLE: PA13-0009, PM 34050 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D14-002 FOR INDIAN STREET ROAD IMPROVEMENTS AT INDIAN STREET AND ALESSANDRO AVENUE ASSOCIATED WITH THE FOOD FOR LESS FUEL CENTER PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept the Development Impact Fee Improvement Credit Agreement #D14-002 (DIF Agreement) for PA13-0009, PM 34050 improvements.
2. Authorize the Mayor to execute the DIF Agreement.

SUMMARY

As part of the project conditions of approval, the developer will be constructing required DIF-related public improvements. Section 3.42.110 of the City's Municipal Code allows the developer to receive a credit for qualifying public improvements made to designated arterial street(s). Indian Street is a designated street in the City's DIF Nexus Study. The developer's initial credit amount is based on the lower of the DIF Nexus Study Costs, the Engineer's Cost Estimate provided by the developer, and the DIF Fee Obligation.

DISCUSSION

The City's Municipal Code, Chapter 3.42, "Commercial and Industrial Development Impact Fees" requires the developer to pay Development Impact Fees (DIF). The DIF covers the developer's fair share of the costs to construct improvements and right-of-

way dedications that help mitigate the traffic impacts and burdens on the City's network of arterial streets and traffic signals generated by the project.

As part of the project conditions of approval, the developer will be constructing required DIF-related public improvements. Section 3.42.110 of the City's Municipal Code allows the developer to receive a credit for qualifying public improvements made to the designated arterial street(s). Indian Street is a designated street in the City's DIF Nexus Study. The developer of Parcel Map No. 34050 (PA13-0009) is required to construct public improvements on Indian Street, at the intersection of Indian Street and Alessandro Blvd.

The developer is eligible to receive DIF Credits for specific improvements identified in the DIF Nexus Study for Indian Street. Qualifying DIF improvements include roadway excavation, pavement, base, curb and gutter, striping and traffic control.

Per the DIF Improvement Credit Agreement, the initial credit is the least of the DIF Nexus Study Costs, Engineer's Cost Estimate provided by the developer, and DIF Fee Obligation. Refer to Exhibit "C" – DIF Credit Calculation Table of the DIF Improvement Credit Agreement. The DIF Improvement Credit Agreement is attached to this Staff Report as Attachment 1. Based on the information provided by the developer, the initial DIF Credit for this project is \$7,995 for the Arterial Street component of the DIF.

ALTERNATIVES

1. Accept the Development Impact Fee Improvement Credit Agreement #D14-002 (DIF Agreement) for PA13-0009, PM 34050 and authorize the Mayor to execute the DIF Agreement.
2. Do not accept the Development Impact Fee Improvement Credit Agreement #D14-002 (DIF Agreement) for PA13-0009, PM 34050 and do not authorize the Mayor to execute the DIF Agreement. Not approving staff's recommendation would result in no DIF credit being provided to the developer.

FISCAL IMPACT

There are no fiscal impacts associated with the proposed action.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 – DIF Improvement Credit Agreement

Prepared By:
Hoang Nguyen, P.E.
Associate Engineer

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

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

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**DEVELOPMENT IMPACT FEES
IMPROVEMENT CREDIT AGREEMENT
NUMBER D14-002
PA13-0009 (PM 34050)
5375 SQ FT FUEL CENTER KIOSK**

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

RECITALS

WHEREAS, Developer and City have entered into an Agreement for Public Improvements (attached hereto as Exhibit "A"), dated May 13th 2014, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development Impact Fees" requires Developer to pay the DIF for projects identified in the most

recently adopted DIF study (hereinafter referred to as “DIF Obligation”) which covers the Project’s fair share of the costs to construct improvements that help mitigate the impacts and burdens on the City’s local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City’s DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit B attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

1.0 General Provisions.

1.1 Incorporation of Recitals. The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

1.2 Incorporation of the Agreement for Public Improvements. The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

2.0 DIF Obligation.

2.1 Developer's DIF Obligation. Developer hereby agrees and accepts that, as of June 13th 2014, the Developer is obligated to pay DIF for the Project to City in the amount of twenty-five thousand nine hundred sixty dollars and 00/100 dollars (\$25,965.00) (hereinbefore and hereinafter referred to as the "DIF Obligation"), and of that amount \$7,995 is the "street" component of the DIF Obligation for which the developer may be eligible to receive credits.

2.2 Effect of Agreement. Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the City of Moreno Valley Municipal Code Chapter 3.38 “Residential Development Impact Fees,” or Chapter 3.42 “Commercial and Industrial Development Impact Fees,” and that this Agreement does not alter, limit, increase or reduce the obligations under those code sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

3.0 DIF Credit Limitations.

3.1 Calculation of DIF Credit. Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 “Credit for Improvements Provided by Developers” (residential), or 3.42.110 “Credit for Improvements Provided by Developers” (commercial and industrial), and in accordance with the City’s Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the “Credit and Reimbursement Policy”) and in consideration of Developer’s obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

3.2 Effect of Agreement. Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit

amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.

4.0 DIF Credit

4.1 Maximum DIF Credit. City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

4.2 DIF Credit Offset to DIF Obligation. The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

4.3 Submittal Timeframe. The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The

City Engineer shall take into consideration, but shall not be bound by, any such documentation submitted by the Developer in formulating the Engineer's Estimate. All such documentation shall be submitted by the Developer to the City Engineer no later than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

4.4 DIF Credit Calculation (*completed by City*).

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit C "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

4.5 Reconciliation - Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer *may* be eligible for a Reimbursement Agreement, to the extent

applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility.

To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

5.0 No Interest. Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

6.0 Term of Agreement. For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

7.0 General.

7.1 Assignment. Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. All assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

7.2 Amendment. This Agreement may only be amended in writing signed by the Parties.

7.3 Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

7.4 Notices. Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City: City Engineer
City of Moreno Valley
Post Office Box 88005
Moreno Valley, California 92552-0805

Developer: Ralphs Grocery Company
1100 West Artesia Blvd.
Compton, Ca 90220
attn: Christopher Ko
(310) 900-3283

7.5 Entire Agreement. This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

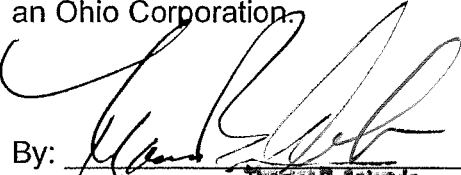
(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,
a California municipal corporation

Ralphs Grocery Company,
an Ohio Corporation.

By: _____
City Manager

By:  _____
Thomas B. Acevedo
Vice President / Assistant Secretary

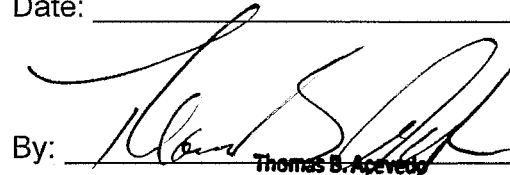
Its: _____

Its: _____

Date: _____

Date: _____

ATTEST: _____
City Clerk

By:  _____
Thomas B. Acevedo
Vice President / Assistant Secretary

Date: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

SIGNING INSTRUCTION TO THE DEVELOPER:

All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On August 15, 2014 before me, Bradley A. Johnson, Notary Public
Date Here Insert Name and Title of the Officer

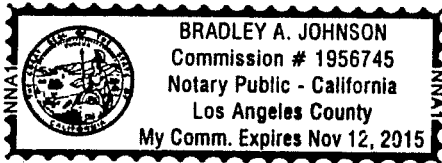
personally appeared Thomas B. Acevedo
Name of Signer(s)

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 Bradley A. Johnson
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: Dev. Impact Fees Improv. Credit Agmt. FUL-398

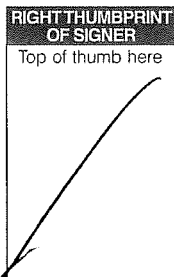
Document Date: 5/13/14 Number of Pages: fourteen

Signer(s) Other Than Named Above: no other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas B. Acevedo

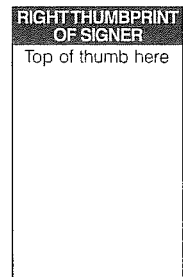
- Individual
- Corporate Officer — Title(s): Vice Pres.
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Food 4 Less

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 August 15, 2014 before me, Bradley A. Johnson, Notary Public,
Date Here Insert Name and Title of the Officer

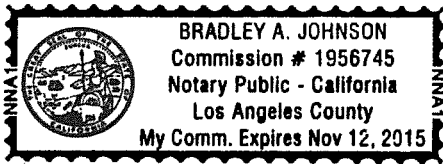
personally appeared Thomas B. Acavedo
Name(s) of Signer(s)

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 Bradley A. Johnson
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

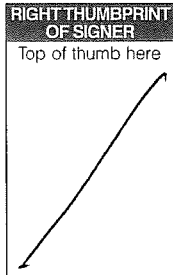
Title or Type of Document: Dev. Impact Fees Improv. Credit Agmt. FYL-398

Document Date: 5/13/14 Number of Pages: fourteen

Signer(s) Other Than Named Above: no other signers

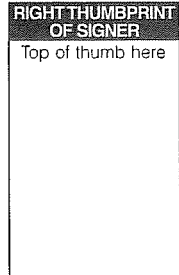
Capacity(ies) Claimed by Signer(s)

- Signer's Name: Thomas B. Acavedo
- Individual
 - Corporate Officer — Title(s): Asst. Secy.
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: Food 4 Less

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

**DEVELOPMENT IMPACT FEES
IMPROVEMENT CREDIT AGREEMENT, NO. D14-002
PA13-0009 5,375 SQ FT FUEL CENTER KIOSK**

EXHIBIT "A"

**PUBLIC IMPROVEMENT AGREEMENT
WITH BONDS**

(ATTACHED BEHIND THIS PAGE)

EXHIBIT "A"

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA13-0009**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and Ralphs Grocery Company, an Ohio Corporation, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA13-0009 agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of ONE HUNDRED SEVENTY-ONE THOUSAND AND NO/100 Dollars (***\$171,000.00***). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of EIGHTY FIVE THOUSAND FIVE HUNDRED AND NO/100 Dollars (***\$85,500.00***). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Upon entering the warranty period, the City shall retain ten percent of the original faithful performance security. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney.

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to

substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

THIRD: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FIFTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

SIXTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SEVENTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

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

Developer:
Ralphs Grocery Company,
an Ohio Corporation
1100 West Artesia Blvd.,
Compton, CA 90220

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

Date approved by the City: May 13, 2014

Ralphs Grocery Company, an Ohio Corporation:
Developer

BY: [Signature]
Signature

Steven J. Prough
Print/Type Name

Vice President & Assistant Secretary
Title

BY: [Signature]
Signature

Thomas B Acevedo
Print/Type Name

Vice President & Assistant Secretary
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: [Signature]
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: [Signature]
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 5-15-14

By: [Signature]
City Attorney

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

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

**EXHIBIT "A"
ENGINEER'S ESTIMATE**

Sheet 1 of 8

PROJECT: PA13-0009

DATE: 01/08/14
PREPARED BY: Barghausen Consul

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			100	C.Y.	29.00	2,900
A.B. Class II - Street 1	0.75	Thickness (ft.)				
	1400	S.F.	76	Ton	33.00	2,508
A.C. - Street 1	0.45	Thickness (ft.)				
	1400	S.F.	45	Ton	80.00	3,600
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	9,008

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: PA13-0009

DATE: 01/08/14
PREPARED BY: Barghausen Consul

PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	550	S.F.	3.25	1,788
A.C. Cap/Overlay	7	Ton	80.00	560
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	373	L.F.	3.00	1,119
Utility Trench	56	L.F.	17.00	952
Trench Repaving	90	S.F.	12.00	1,080
Redwood Header	0	L.F.	6.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	2200	SF	3.00	6,600
Remove Existing Curb & Gutter	100	L.F.	12.00	1,200
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	243	L.F.	25.00	6,075
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	26	L.F.	15.00	390
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	1315	S.F.	4.25	5,589
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	2107	S.F.	10.50	22,124
Wheelchair Ramp	0	EA.	2,600.00	0
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Reinforced P.C.C. Retaining Walls	0	C.Y.	780.00	0
				0
			SUBTOTAL	47,476
Traffic Improvements (Plan Checked by Trans. Eng. Staff/Inspected by LDD Staff)				
Traffic Striping/raised pavement markers	0	L.S.	--	0
Traffic Striping (DIF Street -Perris Blvd)	0	L.S.	--	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	4	EA.	200.00	800
Signs and Posts (DIF Street -Perris Blvd)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	3	EA.	100.00	300
Traffic Control	0	L.S.	10,000.00	0
Traffic Control (DIF Street Name)	0	L.S.	10,000.00	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
			SUBTOTAL:	1,100
Bondable Street Work Only (Not Plan Checked but Inspected)				
Undergrounding of Utilities	0	L.F.	203.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	10	EA.	300.00	3,000
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	3,000

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 3 of 8

PROJECT: PA13-0009

DATE: 01/08/14
PREPARED BY: Barghausen Consul

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	3175	S.F.	6.00	19,050
100W HPSV or Equivalent (9,500 Lumens)	0	EA.	5,000.00	0
200W HPSV or Equivalent (22,000 Lumens)	1	EA.	6,000.00	6,000
250W HPSV or Equivalent	0	EA.	6,000.00	0
100W LED or Equivalent	0	EA.	5,000.00	0
145W LED or Equivalent	0	EA.	5,000.00	0
SPECIAL DISTRICTS SUBTOTAL:				25,050
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	50.00	0
MVU SUBTOTAL:				0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0.00	0
Access Ramp PCC	0	S.F.	0.00	0
Low-Flow Pipe System	0	L.F.	0.00	0
Headwalls	0	EA.	0.00	0
Outlets	0	EA.	0.00	0
Risers	0	EA.	0.00	0
Forebay PCC	0	S.F.	0.00	0
Toe of slope protection PCC	0	S.F.	20.00	0
WQB SUBTOTAL:				0
Transportation Engineering (Plan Checked and Inspected by Transp. Eng. Staff)				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0.00	0
Traffic Signal Interconnect (Existing Signals Only)	250	L.F.	30.00	7,500
TRANSPORTATION SUBTOTAL:				7,500

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: PA13-0009

DATE: 01/08/14
PREPARED BY: Barghausen Consul

PUBLIC STORM DRAIN SYSTEM

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

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: PA13-0009

DATE: 01/08/14
PREPARED BY: Barghausen Consul

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	2	EA.	3500.00	7,000
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0.00	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000	0
			SUBTOTAL:	7,000

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: PA13-0009

DATE: 01/08/14
PREPARED BY: Barghausen Consul

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	4	L.F.	30.00	120
8" PVC C-900	14	L.F.	35.00	490
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	0	L.F.	60.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0.00	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	1	EA.	830.00	830
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	1	EA.	4,500.00	4,500
	0		0.00	0
Services Connections				
1" Service	2	EA.	800.00	1,600
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	1		200.00	200
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	2		230.00	460
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	0	EA.	1,000.00	0
Water Service	0	EA.	330.00	0
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	1	CY	150.00	150
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	1	EA.	650.00	650
Adjust Water Meter Box to Grade	2	EA.	235.00	470
	0		0.00	0
			SUBTOTAL:	9,470

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: PA13-0009

DATE: 01/08/14
PREPARED BY: Barghausen Consul

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	0	L.F.	55.00	0
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	44	L.F.	30.00	1,320
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	0	EA.	3,140.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannell Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	1	EA.	2,000.00	2,000
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscellaneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	90	S.F.	5.00	450
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	3,770

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 8

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

PROJECT: PA13-0009

DATE: 01/08/14
PREPARED BY: Barghausen Consul

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$9,008
OFFSITE STREET WORK	:	\$47,476
SPECIAL DISTRICTS	:	\$25,050
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$7,500
STORM DRAIN SYSTEM	:	\$7,000
WATER SYSTEM	:	\$9,470
SEWER SYSTEM	:	\$3,770
TRAFFIC IMPROVEMENTS	:	\$1,100
MONUMENTS/OTHER	:	\$3,000
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$113,374
+50% CONTINGENCY:		\$56,687
<u>GRAND TOTAL:</u>		\$170,061

FAITHFUL PERFORMANCE SECURITY AMOUNT: \$171,000



HMN
1-9-14

EXHIBIT "B"
DIF IMPROVEMENTS

EXHIBIT "B"

EXHIBIT "B"

PM 34050 (PA13-0009)

**ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS
INDIAN STREET**

Food 4 Less #398				
CONSTRUCTION ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	100	C.Y.	29.00	2,900
Aggregate Base Class II				
Thickness (ft.)	0.75			
Area (sf)	1,400	76	Ton	33.00
				2,508
Asphalt Concrete				
Thickness (ft.)	0.45			
Area (sf)	1,400	45	Ton	80.00
				3,600
Curb and Gutter - 8"	243	L.F.	30.00	7,290
Striping	1	L.S.	4,000.00	4,000
Traffic Control	1	L.S.	5,000.00	5,000
				\$ 25,298

Footnotes:

EXHIBIT "B"

EXHIBIT "C" – DIF Credit Calculation Table

Item	Process for DIF Credit Calculation	Streets	Traffic Signals	Police	Fire	Libraries	Parks	Comm/ Rec Centers	Public Facilities*	Interchange Improvements	Electric Utility	2% Admin Fee
1	Engineer's Estimate	\$25,298	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Project costs as identified in DIF study	\$48,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	Actual DIF Obligation	\$7,955	\$5,407	\$3,472	\$1,935	\$0	\$0	\$0	\$1731	\$4,956	\$0	\$509
3	Developer's Credit Amount** - Least of Lines 1 & 2 & 3	\$7,955	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

*may include, but not be limited to, City Hall, Corporate Yard, Animal Shelter, and/or maintenance equipment.

** credit amount shall not exceed obligation.

EXHIBIT "C"

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: September 9, 2014

TITLE: AUTHORIZE AGREEMENTS FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve agreements with Chandler Asset Management and Cutwater Asset Management for Investment Management and Advisory Services for the three year period ending June 30, 2017 and to amend the agreements to extend the service period for two additional years as appropriate.
2. Authorize the City Manager to sign the agreements and any additional amendments.

SUMMARY

In June 2014, the current contract with Chandler Asset Management to provide investment management and advisory services expired. This contract had been in place since February 2010 based on the results of an RFP process that occurred in October 2009.

A Request for Proposals (RFP) for Investment Management and Advisory Services was developed by staff and issued during the first week of June 2014. The purpose of the RFP was to solicit proposals from companies specializing in investment management and advisory services in order to continue to outsource the management of the City's general investment portfolio. The goals for outsourcing this function are twofold:

1. To assume the burden of daily investment oversight, which corresponds with permanent reductions made to Treasury Operations staffing levels.

2. To provide enhanced investment expertise and credit surveillance, so that the City can achieve a competitive return on its investment portfolio without incurring undue risk in the continuing low yield environment.

DISCUSSION

In response to the RFP for Investment Management and Advisory Services that was distributed during the first week of June 2014, the following nine firms submitted proposals by the deadline of June 26, 2014:

- § Brown Advisory
- § Chandler Asset Management
- § Cutwater Asset Management
- § JP Morgan Asset Management
- § Logan Circle Partners
- § Payden & Rygel
- § PFM Asset Management
- § US Bancorp Asset Management
- § Wells Capital Management

Proposals from the above companies were evaluated by staff of the Financial & Management Services Department and rated based on the following criteria and weighting:

- § 10% Responsiveness to the RFP, communicating an understanding of the overall program and services required
- § 25% Experience of the firm in providing services to public sector entities of similar size and with similar investment objectives
- § 25% Professional experience and qualifications of the individuals assigned to the City's account
- § 15% Portfolio management resources, investment philosophy, and approach
- § 15% Reporting capabilities
- § 10% Fees

Following a comprehensive review of the nine proposals, three companies listed below were selected for interviews with the Finance Sub-committee and evaluation team on August 13, 2014.

- § Chandler Asset Management
- § Cutwater Asset Management
- § PFM Asset Management LLC

Based on the interviews, it was determined that the City would contract with two of the firms, Chandler Asset Management and Cutwater Asset Management and allocate portions of the portfolio to each of these firms. The manner in which the investment

portfolio is allocated between the two firms and the investment goals for each of the portfolios will be determined by the City Treasurer. The investment strategy or focus will be communicated to each of the firms so that the portfolios and corresponding benchmarks can be developed in a manner to reflect that strategy.

Each company's profile, which was included in their response to the RFP, has been included in order to provide some background information.

Chandler Asset Management (Chandler) is an SEC-registered investment adviser headquartered in San Diego, California. Chandler specializes in the management of fixed-income portfolios for public agencies, like the City of Moreno Valley, that share similar objectives for safety, liquidity and yield. The firm's founder as the Investment Officer for the County of San Diego for eight years, and for the City of San Diego for two years. Chandler indicates that it is completely independent and has no other business affiliations in relation to its investment advisory business, including subsidiaries, joint ventures, or soft dollar arrangements with brokers.

Chandler's client list includes:

- § City of Buena Park
- § City of Corona
- § Rancho California Water District
- § City of Santa Clarita
- § Western Municipal Water District

Cutwater Asset Management (Cutwater), founded in 1991, is the business name for a group of related companies which provide fixed income investment management services to institutional investors including government entities. The business units of Cutwater are organized under a parent holding company called Cutwater Holdings, LLC, an independent operating subsidiary of MBIA Inc., a New York Stock Exchange listed company. Cutwater Investor Services Corp. ("CISC"), the company which would provide investment management services to the City of Moreno Valley, is the principal operating company of Cutwater Holdings and is an SEC registered investment adviser.

Cutwater's client list includes:

- § City of Culver City
- § City of Poway
- § San Diego Association of Governments

ALTERNATIVES

The following alternatives are available to the City Council:

1. Approve agreements for Investment Management and Advisory Services between the City and Chandler Asset Management and Cutwater Asset Management and authorize the City Manager to sign the agreements and any additional amendments for the extension of the agreement dates as appropriate.

2. Do not approve staff to enter into an agreement and provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

For FY 2013-14, the agreement for investment management and advisory services cost approximately \$85,000. The Treasury Operations Division has included funds in the FY 2014-15 budget to cover the investment management services agreements. There will be no additional costs associated with the approval of this agreement.

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.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 - Draft Contract with Chandler Asset Management

Attachment 2 - Draft Contract with Cutwater Asset Management

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Chandler Asset Management**, with its principal place of business at **6225 Lusk Boulevard, San Diego, CA 92121** hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional Investment Management and Advisory Services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional Investment Management and Advisory Services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render Investment Management and Advisory Services as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: Chandler Asset Management
Address: 6225 Lusk Boulevard
City: San Diego State: CA Zip: 92121
Business Phone: 858-546-3737 Fax No.858-546-3741
Other Contact Number: _____
Business License Number: 21623
Federal Tax I.D. Number: 33-0570869

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’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 term of this Agreement shall be from the date this contract is duly executed to June 30, 2017 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the

Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Ms. Mia Corral and Mr. Ted Piorkowski**.

- F. City's Representative. The City hereby designates the City Treasurer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Ms. Mia Corral**, or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley

Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and 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. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The 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:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD 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

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.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City 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 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, 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 new evidence of insurance in the amounts established.

- M. 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.
- N. 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.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of

the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. 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.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Chandler Asset Management
6225 Lusk Boulevard
San Diego, CA 92121
Attn: Ms. Mia Corral

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Treasury Operations Division Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No

waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Chandler Asset Management

BY: _____
City Manager

BY: _____

Date

TITLE: _____
(President or Vice President)

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

EXHIBIT A

Scope of Services

1. General Scope
 - a. The services that are expected to be provided by the advisor would include but are not limited to:
 - b. Discretionary portfolio management of the City's general portfolio
 - c. Reporting services
 - d. Custodial and safekeeping review
 - e. Broker/dealer due diligence and relations
 - f. Credit analysis of security issuers and financial institutions
 - g. Development of cash flow projections
 - h. Meetings with investment staff and governing bodies
 - i. Development and review of investment policy and internal investment procedures
 - j. Preparation of monthly investment reports in a format specified by the City
 - k. Staff training and education
2. Investment Policy
 - a. In investing and reinvesting the City's assets, Contractor shall comply with the City's Investment Policy which has been approved by the City Council and is included in Exhibit D.
3. Proxy Voting
 - a. Contractor will vote proxies on behalf of the City unless otherwise instructed. Contractor will have adopted and implemented policies and procedures and will provide the City with the proxy voting procedures upon request. Contractor will provide information regarding how the City's proxies were voted upon request by phone or email.
4. Custody of Securities and Funds
 - a. Contractor shall not have custody or possession of the funds or securities that the City has placed under its management. The City shall appoint a custodian to take and have possession of its assets. The City recognizes that the fees expressed in Exhibit B do not include fees that the City would incur for custodial services
5. Valuation
 - a. Contractor will value securities held in the portfolio managed by the contractor no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by the contractor to reflect fair market value.

6. Investment Advice

- a. The City recognizes that the opinions, recommendations and actions of the contractor will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that the contractor acts in good faith, the City agrees that the contractor will not in any way be liable for any errors in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.

7. Payment of Commission

- a. Contractor may place buy or sell orders with or through such brokers or dealers as it may select. It is expected that the contractor will strive for the best price and execution for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28€ of the Securities and Exchange Act. Nevertheless, it is understood that Contractor may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that Contractor makes no warranty or representation regarding commissions paid on transactions hereunder.

8. Other Clients

- a. It is understood that Contractor may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for clients' portfolios may differ from those made or recommended with respect to other accounts and clients even though the investment objective may be the same or similar. Accordingly, it is agreed that Contractor will have no obligations to purchase or sell for the City's account any securities any securities which it may purchase or sell for other clients.

9. Receipt of Brochure and Privacy Policy

- a. The City will receive the disclosure statement or "brochure" required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure}. City will receive a copy of Contractor's Privacy Policy. The City understands that it has the right to terminate this agreement without penalty within five (5) days after entering into this agreement.

10. Other Services

- a. Contractor shall provide other services as necessary as outlined in contractor's proposal submitted in response to the City's Request for Proposal (RFP) VAG#13/14-15.

EXHIBIT B
CITY RESPONSIBILITIES

City staff comprised of the City Treasurer and any staff so designated will be responsible for the following tasks:

1. Daily managing of the funds invested in the Local Agency Investment Fund (LAIF)
2. Daily cash management activities
3. Provide input to Contractor on allowable/desirable investments
4. Maintenance of the Investment Policy

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$ 325,000 for the first three year period and will not exceed \$108,000 for each of the two optional extension years.
2. Fees. The City shall compensate Contractor monthly in an amount calculated on the average market value of the City's portfolio under management, including accrued interest, in accordance with the following schedule.

Assets Under Management	Annual Investment Management Fees
All Assets Under Management	.006 of 1% (6 basis points)

The fees expressed above do not include and custody fees that may be charged by the City's bank or other third-party custodian.

Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. City is not required to pay any start-up or closing fee; there are no penalty fees.

3. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
 - a. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - b. Accounts Payable questions can be directed to (951) 413-3073.
4. 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

5. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

EXHIBIT D
INVESTMENT POLICY

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

Scope

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

Prudence

- E. Prudent Investor Standard: Management of the City's investments is governed by the Prudent Investor Standard as set forth in the California Government Code 53600.3:
- “...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”
- F. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Objectives

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

Delegation of Authority

- I. The City of Moreno Valley Municipal Code specifies that the City Council will appoint the City Treasurer. By resolution, the City Council has appointed the Financial & Administrative Services Director to serve as the City Treasurer. The Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City's funds in accordance with this policy, California Government Code Sections 53600 and 53630 et seq., and all other related Federal and State laws. The City Treasurer also serves as the Treasurer for the City of

Moreno Valley Housing Authority, the Moreno Valley Public Financing Authority, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Community Services District and other related City entities. In the absence of the City Treasurer, and unless otherwise delegated, the Treasury Operations Division Manager/Assistant City Treasurer will serve as the Acting Treasurer. The City Treasurer may appoint deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

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

Investment Procedures

- N.** The City Treasurer shall establish internal procedures for the operation of the investment program consistent with this policy. These procedures shall include, but are not limited to, the following items:
 - 1. Safekeeping
 - 2. Master repurchase agreements
 - 3. Wire transfer agreements
 - 4. Collateral/Depository agreements
 - 5. Broker/Dealer relationships
- O.** Cash handling and cash management are integral components of an effective investment management program. In keeping with the Administrative Policy on Cash Control, the aforementioned procedure manual shall include references to the following:
 - 1. Cash collection practices
 - 2. Depository practices
 - 3. Cash flow issues
 - 4. Cash flow projections
 - 5. Anti-theft/Anti-fraud practices
 - 6. Banking agreements
 - 7. Accounting practices
- P.** Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

- Q. Allocation of Pool Interest
1. All interest earnings related to the investment pool will be allocated to the General Fund unless specifically directed by Federal or State statute, City Council directive or contractual agreement.
 2. The allocation methodology will be maintained by the City Treasurer.

Ethics and Conflict of Interest

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

Investment Controls

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

Authorized Financial Dealers and Institutions

- X. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.

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

Authorized and Suitable Investments (with quality and limitation guidelines)

- EE. The California Government Code sections 53600 et seq. governs the allowable investments into which a local government agency can enter. These Government Code sections also

stipulate as to the portfolio percentage limits and investment quality standards for some but not all permitted investments. The Government Code sections provide a starting point for establishing the City quality standards, percentage limits and maturity levels. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

- FF.** Whenever a maximum allowable percentage of the portfolio is stipulated for any type of security as detailed below, the limit or maximum allowable is determined by the portfolio size or composition at the close of the date on which the security is purchased.
- GG.** Following is a table summarizing allowable investments for the City. This table summarizes and is consistent with California Government Code Sections 53600 and 53630 et seq.

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

- D.** Investment Pools: A thorough investigation of an Investment Pool account is required prior to investing, and on a continual basis. The investigation must include information, if available, on the following items before investing:
1. A description of eligible investment securities, and a written statement of investment policy.

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

Collateralization

- G. Bank Deposits: Under provisions of the Government Code, California banks and savings and loan associations are required to secure the City's deposits by pledging government securities

with a value of 110% of principal and accrued interest. State law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total deposits.

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

Safekeeping, Custody and Competitive Bids

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

agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.

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

Diversification and Credit Risk Management

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

Maximum Maturities

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

Performance Standards

- DD. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints.

- EE. The investment performance objective for the portfolio shall be to earn a total rate of return over a market cycle which is approximately equal to the return on a market benchmark Index of similar securities, as determined by the City Treasurer.
- FF. Market Return (Benchmark): The City's investment strategy is active. Given this strategy, the basis used by the Treasurer to determine whether market return is being achieved shall be to identify a benchmark which reflects a portfolio structure that is comparable to the City's portfolio. *An example as it pertains to the long term portion of the portfolio would be the Bank of America Merrill Lynch Index of 1 to 5 Year Government securities.*

Reporting

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

Investment Policy Adoption

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

Record Retention

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

City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Cutwater Asset Management**, with its principal place of business at **1331 17th Street, Suite 602, Denver, CO 80202** hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional Investment Management and Advisory Services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional Investment Management and Advisory Services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render Investment Management and Advisory Services as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: Cutwater Asset Management
Address: 1331 17th Street, Suite 602
City: Denver State: CO Zip: 80202
Business Phone: 888-982-2252 Fax No.
Other Contact Number: 303-864-7452
Business License Number:
Federal Tax I.D. Number: 13-3594521

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’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 term of this Agreement shall be from the date this contract is duly executed to June 30, 2017 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the

Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Ms. Gay Eichhoff and Mr. David Witthohn.**

- F. City's Representative. The City hereby designates the City Treasurer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Ms. Gay Eichhoff**, or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley

Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and 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. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The 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:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD 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

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.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

□ A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City 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 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, 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 new evidence of insurance in the amounts established.

- M. 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.
- N. 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.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of

the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. 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.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Cutwater Asset Management
1331 17th Street, Suite 602
Denver, CO 80202
Attn: Ms. Gay Eichhoff

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Treasury Operations Division Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No

waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Cutwater Asset Management

BY: _____
City Manager

BY: _____

Date

TITLE: _____
(President or Vice President)

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

EXHIBIT A

SCOPE OF SERVICES

1. General Scope
 - a. The services that are expected to be provided by the advisor would include but are not limited to:
 - b. Discretionary portfolio management of the City's general portfolio
 - c. Reporting services
 - d. Custodial and safekeeping review
 - e. Broker/dealer due diligence and relations
 - f. Credit analysis of security issuers and financial institutions
 - g. Development of cash flow projections
 - h. Meetings with investment staff and governing bodies
 - i. Development and review of investment policy and internal investment procedures
 - j. Preparation of monthly investment reports in a format specified by the City
 - k. Staff training and education
2. Investment Policy
 - a. In investing and reinvesting the City's assets, Contractor shall comply with the City's Investment Policy which has been approved by the City Council and is included in Exhibit D.
3. Proxy Voting
 - a. Contractor will vote proxies on behalf of the City unless otherwise instructed. Contractor will have adopted and implemented policies and procedures and will provide the City with the proxy voting procedures upon request. Contractor will provide information regarding how the City's proxies were voted upon request by phone or email.
4. Custody of Securities and Funds
 - a. Contractor shall not have custody or possession of the funds or securities that the City has placed under its management. The City shall appoint a custodian to take and have possession of its assets. The City recognizes that the fees expressed in Exhibit B do not include fees that the City would incur for custodial services
5. Valuation
 - a. Contractor will value securities held in the portfolio managed by the contractor no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by the contractor to reflect fair market value.

6. Investment Advice

- a. The City recognizes that the opinions, recommendations and actions of the contractor will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that the contractor acts in good faith, the City agrees that the contractor will not in any way be liable for any errors in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.

7. Payment of Commission

- a. Contractor may place buy or sell orders with or through such brokers or dealers as it may select. It is expected that the contractor will strive for the best price and execution for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28€ of the Securities and Exchange Act. Nevertheless, it is understood that Contractor may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that Contractor makes no warranty or representation regarding commissions paid on transactions hereunder.

8. Other Clients

- a. It is understood that Contractor may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for clients' portfolios may differ from those made or recommended with respect to other accounts and clients even though the investment objective may be the same or similar. Accordingly, it is agreed that Contractor will have no obligations to purchase or sell for the City's account any securities any securities which it may purchase or sell for other clients.

9. Receipt of Brochure and Privacy Policy

- a. The City will receive the disclosure statement or "brochure" required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure}. City will receive a copy of Contractor's Privacy Policy. The City understands that it has the right to terminate this agreement without penalty within five (5) days after entering into this agreement.

10. Other Services

- a. Contractor shall provide other services as necessary as outlined in contractor's proposal submitted in response to the City's Request for Proposal (RFP) VAG#13/14-15.

EXHIBIT B
CITY RESPONSIBILITIES

City staff comprised of the City Treasurer and any staff so designated will be responsible for the following tasks:

1. Daily managing of the funds invested in the Local Agency Investment Fund (LAIF)
2. Daily cash management activities
3. Provide input to Contractor on allowable/desirable investments
4. Maintenance of the Investment Policy

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$ 325,000 for the first three year period and will not exceed \$108,000 for each of the two optional extension years.
2. Fees. The City shall compensate Contractor monthly in an amount calculated on the average market value of the City's portfolio under management, including accrued interest, in accordance with the following schedule.

Assets Under Management	Annual Investment Management Fees
First \$100 million	.007 of 1% (7 basis points)
Over \$100 million	.006 of 1% (6 basis points)
(If managed assets exceed \$100 million the rate of 6 bps is applied to the whole portfolio)	

The fees expressed above do not include and custody fees that may be charged by the City's bank or other third-party custodian.

Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. City is not required to pay any start-up or closing fee; there are no penalty fees.

3. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
 - a. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - b. Accounts Payable questions can be directed to (951) 413-3073.

4. 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
5. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

EXHIBIT D
INVESTMENT POLICY

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

Scope

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

Prudence

- E. Prudent Investor Standard: Management of the City's investments is governed by the Prudent Investor Standard as set forth in the California Government Code 53600.3:
- “...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”
- F. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Objectives

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

Delegation of Authority

- I. The City of Moreno Valley Municipal Code specifies that the City Council will appoint the City Treasurer. By resolution, the City Council has appointed the Financial & Administrative Services Director to serve as the City Treasurer. The Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City's funds in accordance with this policy, California Government Code Sections 53600 and 53630 et seq., and all other related Federal and State laws. The City Treasurer also serves as the Treasurer for the City of

Moreno Valley Housing Authority, the Moreno Valley Public Financing Authority, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Community Services District and other related City entities. In the absence of the City Treasurer, and unless otherwise delegated, the Treasury Operations Division Manager/Assistant City Treasurer will serve as the Acting Treasurer. The City Treasurer may appoint deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

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

Investment Procedures

- N.** The City Treasurer shall establish internal procedures for the operation of the investment program consistent with this policy. These procedures shall include, but are not limited to, the following items:
 - 1. Safekeeping
 - 2. Master repurchase agreements
 - 3. Wire transfer agreements
 - 4. Collateral/Depository agreements
 - 5. Broker/Dealer relationships
- O.** Cash handling and cash management are integral components of an effective investment management program. In keeping with the Administrative Policy on Cash Control, the aforementioned procedure manual shall include references to the following:
 - 1. Cash collection practices
 - 2. Depository practices
 - 3. Cash flow issues
 - 4. Cash flow projections
 - 5. Anti-theft/Anti-fraud practices
 - 6. Banking agreements
 - 7. Accounting practices
- P.** Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

- Q. Allocation of Pool Interest
1. All interest earnings related to the investment pool will be allocated to the General Fund unless specifically directed by Federal or State statute, City Council directive or contractual agreement.
 2. The allocation methodology will be maintained by the City Treasurer.

Ethics and Conflict of Interest

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

Investment Controls

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

Authorized Financial Dealers and Institutions

- X. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.

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

Authorized and Suitable Investments (with quality and limitation guidelines)

- EE. The California Government Code sections 53600 et seq. governs the allowable investments into which a local government agency can enter. These Government Code sections also

stipulate as to the portfolio percentage limits and investment quality standards for some but not all permitted investments. The Government Code sections provide a starting point for establishing the City quality standards, percentage limits and maturity levels. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

- FF.** Whenever a maximum allowable percentage of the portfolio is stipulated for any type of security as detailed below, the limit or maximum allowable is determined by the portfolio size or composition at the close of the date on which the security is purchased.
- GG.** Following is a table summarizing allowable investments for the City. This table summarizes and is consistent with California Government Code Sections 53600 and 53630 et seq.

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

- D.** Investment Pools: A thorough investigation of an Investment Pool account is required prior to investing, and on a continual basis. The investigation must include information, if available, on the following items before investing:
1. A description of eligible investment securities, and a written statement of investment policy.

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

Collateralization

- G. Bank Deposits: Under provisions of the Government Code, California banks and savings and loan associations are required to secure the City's deposits by pledging government securities

with a value of 110% of principal and accrued interest. State law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total deposits.

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

Safekeeping, Custody and Competitive Bids

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

agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.

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

Diversification and Credit Risk Management

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

Maximum Maturities

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

Performance Standards

- DD. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints.

- EE. The investment performance objective for the portfolio shall be to earn a total rate of return over a market cycle which is approximately equal to the return on a market benchmark Index of similar securities, as determined by the City Treasurer.
- FF. Market Return (Benchmark): The City's investment strategy is active. Given this strategy, the basis used by the Treasurer to determine whether market return is being achieved shall be to identify a benchmark which reflects a portfolio structure that is comparable to the City's portfolio. *An example as it pertains to the long term portion of the portfolio would be the Bank of America Merrill Lynch Index of 1 to 5 Year Government securities.*

Reporting

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

Investment Policy Adoption

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

Record Retention

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

**MINUTES - REGULAR MEETING OF AUGUST 26, 2014
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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