

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

May 13, 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 Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Victoria Baca, Mayor Pro Tem
Jesse L. Molina, Council Member

Tom Owings, Mayor

Richard A. Stewart, Council Member
Yxstian Gutierrez, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
May 13, 2014

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Proclamation Recognizing May is Mental Health Month
2. Proclamation Recognizing National Public Works Week: May 18-24, 2014
3. Recognition of Mayor's Day for National Service - AmeriCorp Volunteers
4. Proclamation Recognizing West Coast Thunder 15th Annual Memorial Day Bike Run
5. BUSINESS SPOTLIGHT
 - a) Be Happy Nutrition Center
 - b) Marco's Pizza

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

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

**REGULAR MEETING - 6:00 PM
MAY 13, 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

- 1 Pastor Michael T. Mupfawa - Imani Praise Fellowship Church and Moreno Valley Seventh-Day Adventist Church

ROLL CALL

INTRODUCTIONS

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

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

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

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JOINT CONSENT CALENDARS (SECTIONS A-D)

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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 22, 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 April 16 - May 6, 2014.

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

Recommendation:

1. Adopt Resolution No. 2014-32. A Resolution of the City Council of the City of Moreno Valley, California, approving the Payment Register for the month of March, 2014 in the amount of \$12,570,459.73.

A.5 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO HILLCREST CONTRACTING, INC. FOR NASON STREET IMPROVEMENTS FROM CACTUS AVENUE TO FIR AVENUE PROJECT – PROJECT NO. 801 0001 70 77 (Report of: Public Works Department)

Recommendations

1. Award the construction contract to Hillcrest Contracting, Inc., 1467

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Circle City Drive, Corona, CA 92879, the lowest responsible bidder, for the Nason Street Improvements from Cactus Avenue to Fir Avenue.

2. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc.
3. Authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc., for the amount of \$8,769,996.98 (\$7,972,724.53 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the 10% contingency amount of \$797,272.45, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Hillcrest Contracting, Inc., if no claims are filed against the project.

- A.6 APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES WITH RBF CONSULTING, AND APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES WITH ATHALYE CONSULTING ENGINEERING SERVICES FOR THE NASON STREET IMPROVEMENTS FROM CACTUS AVENUE TO FIR AVENUE - PROJECT NO. 801 0001 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761-8656, to provide Construction Survey Services for the Nason Street Improvements from Cactus Avenue to Fir Avenue Street project for \$175,000.00.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.
3. Authorize an issuance of a Purchase Order with RBF Consulting in the amount of \$175,000.00 when the Agreement has been signed by all parties.

4. Approve the Agreement for Professional Consultant Services with Athalye Consulting Engineering Services, 3200 Guasti Road, Ste. 100, Ontario, CA 91761, to provide construction management and inspection services for the Nason Street Improvements from Cactus Avenue to Fir Avenue project for \$520,000.00.
5. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Athalye Consulting Engineering Services.
6. Authorize an issuance of a Purchase Order with Athalye Consulting Engineering Services in the amount of \$520,000.00 when the Agreement has been signed by all parties.

A.7 APPROVE AGREEMENT BETWEEN MORENO VALLEY UNIFIED SCHOOL DISTRICT AND THE CITY OF MORENO VALLEY FOR THE STUDENT RECOGNITION BANNER PROGRAM
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for the Student Recognition Banner Program.
2. Authorize the City Manager to execute the Agreement for the Student Recognition Banner Program and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

A.8 PA07-0080, PM 35672 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-003 FOR INDIAN STREET AND IRIS AVENUE ROAD IMPROVEMENTS AND TRAFFIC SIGNAL IMPROVEMENTS AT HEACOCK STREET AND KRAMERIA AVENUE ASSOCIATED WITH THE INLAND EMPIRE GLOBAL LOGISTICS CENTER PROJECT
(Report of: Public Works Department)

Recommendations

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-003 (DIF Agreement) for PA07-0080, PM 35672 improvements.
2. Authorize the City Manager to execute the DIF Agreement.

A.9 AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATIONS FOR THE CALIFORNIA ACTIVE TRANSPORTATION PROGRAM (ATP)
(Report of: Public Works Department)

Recommendation:

1. Authorize submission of grant funding applications for the California ATP.

- A.10 PA13-0009 – ACCEPT FINAL MAP AND ACCEPT AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS. DEVELOPER – RALPHS GROCERY COMPANY, AN OHIO CORPORATION, COMPTON, CA, 90220
(Report of: Public Works Department)

Recommendations

1. Approve Final Map for PA13-0009, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
2. Accept the Agreement and Security for Public Improvements for Ralphs Grocery Company, an Ohio Corporation.
3. Authorize the Mayor to execute the Agreement.
4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

- A.11 AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON FRIDAY, JULY 4, 2014
(Report of: Parks & Community Services Department)

Recommendations

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2014.
 - a. Frederick Street between Centerpointe Drive and Cactus Avenue;
 - b. TownGate Boulevard between Frederick Street and Heritage Way;
 - c. TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
 - d. Brabham Street between Frederick Street and Andretti Street;
 - e. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;

- f. Atlantic Circle east of Frederick Street;
 - g. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
 - h. Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;
 - i. Bay Avenue between Kristina Court and Courage Street;
 - j. Alessandro Boulevard between Elsworth and Graham Street;
 - k. Brodiaea Avenue between Joy Street, and Frederick Street;
 - l. Resource Way between Frederick Street and Corporate Way;
 - m. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
 - n. Calle San Juan De Los Lagos between Frederick Street and Veterans Way;
 - o. Veterans Way between Elsworth and Frederick Boulevard;
 - p. New Hope Drive between Veterans Way and Elsworth;
 - q. Veterans Way between Cactus Avenue and Alessandro Boulevard;
 - r. Goldencrest between Newhope Drive and Veterans Way
2. Authorize the closure of Dracaea Avenue between Morrison Street and Mascot Street, between the hours of 6:00 a.m. and 11:00 p.m. Friday, July 4, 2014, for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2014.
 3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets in the vicinity of Morrison Park as directed by the Moreno Valley Police Department.

A.12 AUTHORIZE THE AGREEMENT FOR REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRICAL FACILITIES AND AMEND PURCHASE ORDER WITH SOUTHERN CALIFORNIA EDISON FOR THE NASON STREET IMPROVEMENTS FROM CACTUS AVENUE TO FIR AVENUE PROJECT NO. 801 0001 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize the City Manager to execute the Agreement for Replacement of Overhead with Underground Electrical Facilities with Southern California Edison (SCE) for the Nason Street Improvements from Cactus Avenue to Fir Avenue.
2. Authorize an increase to the Purchase Order to SCE in the amount of an additional \$536,000 in Account No. 2000-70-77-8001.
3. Authorize a deposit payment to SCE in an amount up to \$536,000 for the engineering of the proposed Rule 20B Undergrounding of SCE

facilities for the Nason Street Improvements from Cactus Avenue to Fir Avenue.

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreements with SCE up to, but not exceeding, the existing purchase order contingency of \$24,000, subject to the approval of the City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 22, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

B.3 EXTENSION OF THE AGREEMENT CONTRACT MOWING OF ZONE A AND CFD #1 PARKS (Report of: Parks & Community Services Department)

Recommendations

1. Approve the Extension of the Agreement for Contract Mowing of Zone A and CFD #1 Parks to DLS Landscape, Inc., 32398 Dunlap Boulevard, Yucaipa, California 92399.
2. Authorize the City Manager, serving in the capacity of Executive Director, to execute the Extension of the Agreement for Contract Mowing of Zone A and CFD #1 Parks to DLS Landscape, Inc.
3. Authorize approval of payment to DLS Landscape, Inc. in the total amount of \$49,560.00 for March, April, May and June 2014 (\$40,920.00 for Zone A, available in account 5011-50-57-35211, and \$8,640.00 for CFD #1, available in account 5113-50-57-35216, and ratify expenditures in the amount of \$99,120.00 for the period from July 1, 2013 through May 13, 2014.

B.4 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE AND IRRIGATION DISTRICTS – WEST MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION (Report of: Financial & Management Services Department)

Recommendations

1. Approve the Agreement for Landscape and Irrigation Districts – West,

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Maintenance of Parkway and Median Landscaping and Irrigation (“Agreement”) with TruGreen LandCare, 1616 Marlborough Ave., Bldg. S., Riverside, CA 92507 to provide landscape maintenance services to the landscaped parkways and medians in Towngate (E-1), Renaissance Parkway (E-1A), Centerpointe (E-7) and Shadow Mountain (E-16).

2. Authorize the City Manager to execute the Agreement with TruGreen LandCare.
3. Authorize the issuance of purchase orders for service beginning July 1, 2014 to TruGreen LandCare in the not-to-exceed (NTE) amount of \$160,825.52 (\$126,785.52 for base and \$34,040.00 for additional work).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.5 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR IRRIGATION PUMP MAINTENANCE SERVICES FOR DESIGNATED CITY AND CSD PARKWAY AND MEDIAN AREAS
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Agreement for Irrigation Pump Maintenance Services with Variable Speed Solutions, Inc., 16182 Gothard Street, Suite I, Huntington Beach, CA 92647 to provide testing, maintenance and repairs of the irrigation pumps located in designated City and CSD landscaped parkway and median areas.
2. Authorize the City Manager to execute the Agreement for Irrigation Pump Maintenance Services with Variable Speed Solutions, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2014 to Variable Speed Solutions, Inc. in the not-to-exceed (NTE) amount of \$24,690.00 (\$7,220.00 for base and \$17,470.00 for additional work).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 22, 2014 (Report of: City 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 APRIL 22, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

E. PUBLIC HEARINGS

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

E.1 THIRD PUBLIC HEARING REGARDING COUNCILMANIC REDISTRICTING AND ADOPT RESOLUTION RELATING TO THE DIRECT ELECTION OF THE MAYOR AND REAPPORTIONMENT OF COUNCILMANIC DISTRICTS AND DIRECTING STAFF TO PREPARE ORDINANCE (Report of: City Clerk Department)

Recommendations That the City Council:

1. Conduct a third public hearing regarding redistricting plans of the Councilmanic districts in the City of Moreno Valley and accept public comments.
2. Adopt Resolution No. 2014-33. A Resolution of the City Council of the City of Moreno Valley, California, relating to the Direct Election of the Mayor and Reapportionment of Councilmanic Districts and Directing City Staff to Prepare Ordinance.

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E.2 PUBLIC HEARING TO ADOPT THE 2014/15 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to allow the public an opportunity to comment on the proposed 2014/15 Annual Action Plan.
2. Approve the Annual Action Plan (2014/15) as an application to the US Department of Housing and Urban Development for funding under the federal CDBG and HOME programs.
3. Approve the revenue and expense budget appropriation for CDBG Entitlement funds in the amount of \$2,654,066 respectively for the 2014/15 CDBG program activities.
4. Approve the revenue and expense budget appropriation for HOME Entitlement funds in the amount of \$987,796 for the 2014/15 HOME program activities respectively.
5. Authorize the City Manager to execute the 2014/15 grant agreements, sub-recipient agreements, and any and all documents necessary to obtain the allocation of the federal entitlement funds.

E.3 A PUBLIC HEARING FOR APPROVAL OF CHANGE OF ZONE (PA13-0031), PLOT PLAN (PA13-0030) AND TENTATIVE PARCEL MAP (PA13-0054). THE PROJECT PROPOSES A 366,698 SQUARE FOOT WAREHOUSE BUILDING LOCATED ON 16 ACRES AT THE SOUTHEAST CORNER OF ELSWORTH STREET AND NEW HOPE STREET. THE TENTATIVE PARCEL MAP 36625 WILL CREATE ONE PARCEL FROM THE EXISTING SIX PARCELS. THE CHANGE OF ZONE IS FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI). THE APPLICANT IS SHAW DEVELOPMENT
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. ADOPT a Mitigated Negative Declaration for PA13-0031 (Plot Plan), PA13-0031(Change of Zone) and PA13-0054(Tentative Parcel Map 36625). The projects, individually and cumulatively, will not result in a significant effect on the environment.
2. INTRODUCE Ordinance No. 875. An Ordinance of the City of Moreno Valley, California Approving a Change of Zone (PA13-0031) from

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Business Park (BP) to Industrial (I) based on the findings in the Ordinance.

3. APPROVE Resolution No. 2014-34. Approving PA13-0031 (Plot Plan) and PA13-0054 (Tentative Parcel Map 36625) for the development of a 366,698 square foot warehouse distribution facility on 16 acres located on the SEC of Elsworth Street and New Hope Street.

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

G. REPORTS

- G.1 RESOLUTION NO. 2014-35, CALLING AN ELECTION ON A MEASURE RELATING TO THE APPROVAL OF TERM LIMITS; REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE CONSOLIDATE THE ELECTION WITH THE ESTABLISHED ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014; AND REQUESTING THAT THE COUNTY REGISTRAR OF VOTERS CONDUCT THE ELECTION ON THE CITY'S BEHALF
(Report of: City Attorney Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2014-35. A Resolution of the City Council of the City of Moreno Valley, California, Calling an Election and Submitting to the Qualified Electorate a Measure Relating to the Approval of Term Limits; Requesting that the Board of Supervisors of the County of Riverside Consolidate the Election with the Established General Election to be held on Tuesday, November 4, 2014; and Requesting that the County Registrar of Voters Conduct the Election on the City's Behalf.
 2. Authorize the Chief Financial Officer to appropriate \$50,000 as expense in the General Fund.
- 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

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 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

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

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Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: May 7, 2014

AGENDA
May 13, 2014

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
April 22, 2014

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Recognition of Environmental and Historical Preservation Board Poster Contest Winners
2. Police Officer of the 4th Quarter 2013 - Officer Julio Olguin
3. Police Officer of the 2013 - Officer Richard Dixon
4. Proclamation Recognizing National Day of Prayer

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

**REGULAR MEETING – 6:00 PM
April 22, 2014**

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 6:10 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

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

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Pete Bleckert

INVOCATION - Dale Lacquement, Faith Baptist Church

ROLL CALL

Council:

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

Absent:

Yxstian Gutierrez	Council Member
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Staff:

Michelle Dawson	City Manager
Suzanne Bryant	City Attorney
Jane Halstead	City Clerk
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Joel Ontiveros	Police Chief
Chris Paxton	Administrative Services Director
John Terell	Community and Economic Development Director

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Kathy Gross
Steve Hargis

Executive Assistant
Technology Services Division Manager

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

Greg Sparks

1. Upcoming Peace March on May 17

Susan Gilmore Owings

- 1 Response to PE article
2. Recall

Sherman Jones

1. Unity/God Bless Moreno Valley

Luis Mojica

1. Support of Council

Debra Craig

1. Order of speakers
2. Following rules

Remaining speakers after Item G.2

Tom Jerele Sr.

1. Resident comments/questions
2. Warehousing

Kathleen Dale

1. Directly Elected Mayor; council salaries and benefits
2. Council Rules and Procedures available to the public

MINUTES
April 22, 2014

Louise Palomarez

1. Our Town Moreno Valley newspaper
2. Recall

Pete Bleckert

1. College Stem program; lots of students in attendance

Christopher Baca

1. Improvements in District 5
2. Commented on speakers' comments; qualifies for the Arts Commission
3. Extended an invitation to Council Member Jesse L. Molina to help with Sunnymead Summer Nights project

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

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Kathleen Dale (A.8) and Stephen Rogers (A.5).

A. CONSENT CALENDAR-CITY COUNCIL

- A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.
- A.2 MINUTES - REGULAR MEETING OF APRIL 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)

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April 22, 2014

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of April 2-15, 2014.

- A.4 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2014/15 – 2018/19
(Report of: Public Works Department)

Recommendations

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014/15 – 2018/19.
2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014/15 – 2018/19.
3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2014/15 budget approval process

- A.5 AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATION FOR THE TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) PROGRAM
(Report of: Public Works Department)

Recommendation:

Authorize the submission of a grant application for the TIGER Discretionary Grants Program to the U.S. Department of Transportation.

- A.6 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR CYCLE 1 CITYWIDE PAVEMENT RESURFACING - PROJECT NO. 801 0003 70 77

(Report of: Public Works Department)

Recommendations

1. Award the construction contract to All American Asphalt, P.O. Box 2229, Corona, California 92878, the lowest responsible bidder, for the Cycle 1 Citywide Pavement Resurfacing.
2. Authorize the City Manager to execute a contract with All American

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Asphalt.

3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$4,244,152.00 (\$3,858,320.00 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with All American Asphalt up to, but not exceeding, the 10% contingency amount of \$385,832.00, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to All American Asphalt, if no claims are filed against the project.
6. Authorize the appropriation of \$699,224 as expense in the Capital Projects Reimbursements fund (Fund 3008) for the construction phase of the Cycle 1 Citywide Pavement Resurfacing project.

A.7 NOTICE OF COMPLETION AND ACCEPTANCE OF PUBLIC SAFETY BUILDING BALLISTIC GLASS PROJECT
(Report of: Police Department)

Recommendations

1. Accept the work as complete for the Public Safety Building constructed by Rasmussen Brothers Construction Company, Inc., 40441 Gavilan Mountain Road, Fallbrook, CA 92028.
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.
3. Authorize the Chief Financial Officer to release the retention to Rasmussen Brothers Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

A.8 PA09-0022 (PM 36207) – APPROVE PARCEL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS. DEVELOPER – AI CALIFORNIA, LLC, RIVERSIDE, CA, 92507
(Report of: Public Works Department)

Recommendations

1. Accept the Agreement and Security for Public Improvements for AI

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California, LLC.

2. Authorize the Mayor to execute the Agreement.
 3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
 4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.
 5. Approve Parcel Map 36207.
 6. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
- A.9 PA09-0022 (PM 36207) – APPROVE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F-2, STAGE 2 AND LINE F-16, STAGE 1 ASSOCIATED WITH THE ALDI DISTRIBUTION FACILITY, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND AI CALIFORNIA, LLC
(Report of: Public Works Department)

Recommendations

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District) and AI California, LLC for the Moreno Master Drainage Plan Line F-2, Stage 2 and Line F-16, Stage 1 associated with the Aldi Distribution Facility.
2. Authorize the City Manager to execute the Cooperative Agreement.
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

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

Recommendation:

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

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

D.2 MINUTES - REGULAR MEETING OF APRIL 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

Approved by a vote of 4-0-1, Yxstian Gutierrez absent.

E. PUBLIC HEARINGS

E.1 SECOND PUBLIC HEARING REGARDING COUNCILMANIC REDISTRICTING
(Report of: City Clerk Department)

Recommendations That the City Council:

Conduct a second public hearing to review draft redistricting plans for the Councilmanic districts in the City of Moreno Valley and accept public comments.

Mayor Tom Owings opened the public testimony portion of the public hearing, which were received from Hans Wolterbeek (Supports), Tom Jerele, Sr., Kathleen Dale (Opposed), Roy Bleckert, Pete Bleckert and George Price.

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City Council directed NDC consultant to consolidate changes in Map 2a, as previously discussed at the April 8, 2014 Public Hearing.

E.2 PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT ACCOUNTS
(Report of: Fire Department)

Recommendations That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.
2. Adopt Resolution No. 2014-31. A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs against Real Property located in the City of Moreno Valley, for Abatements of Public Nuisances and direction that said Statements of Costs Constitute a Lien upon Said properties.
3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2014/2015 Riverside County property tax roll for collection.
4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2014-31 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

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

Adopt Resolution No. 2014-31. A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs against Real Property located in the City of Moreno Valley, for Abatements of Public Nuisances and direction that said Statements of Costs Constitute a Lien upon Said properties.

Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2014/2015 Riverside County property tax roll for collection.

Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2014-31 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code. by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

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Approved by a vote of 4-0-1, Council Member Yxstian Gutierrez absent.

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

G. REPORTS

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

G.1.1 Council Member Jesse Molina reports on March Joint Powers Commission

Council Member Jesse Molina reported: I attended the March Joint Powers Commission meeting last Wednesday. We heard a very interesting update from Jim Leedy, the Executive Director of the UCPath Center. UCPath is the University of California's project to consolidate the personnel and payroll for the UC's 190,000 employees into one office. The new office is located in the Meridian project just across the 215 freeway in the Intellicenter building. Mr. Leedy announced that the renovations are complete and about 50 employees have moved in so far. They plan to go live in January of 2015. He also described their employee recruiting efforts and said that they will hire about 150 people between January 2015 and 2016 and will eventually employ more than 400. Job fields will include: payroll, call center, and a small tech services staff. Residents can contact the Employment Resource Center at 413-3920 for more information as the hiring period gets closer. This is a great opportunity for Moreno Valley residents.

G.2 MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE

(Report of: Administrative Services Department)

Recommendations That the City Council:

Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the period of March 1, 2014 to March 31, 2014.

Recess;
Reconvened

G.3 APPOINTMENTS TO THE UTILITIES COMMISSION
(Report of: City Clerk Department)

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Recommendations That the City Council:

1. Appoint the applicants recommended by the Finance Subcommittee: Roy (Pete) Bleckert (non-MVU customer) Misty Cheng (MVU customer) Steven LaFond (MVU customer) Cliff Cowing (Business customer of MVU) Larry Denman (MVU customer)
2. Direct the City Clerk to draw the names by lot to appoint one member from the list above with a term expiring June 30, 2015; appoint two members from the list above with a term expiring June 30, 2016; appoint two members from the list above with a term expiring June 30, 2017 or opt to have the Council select individuals for each of the three specified terms of office through a series of individual motions.
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 Tom Owings opened the agenda item for public comments, which were received from Tom Hines, Kathleen Dale and Hans Wolterbeek.

Appoint the applicants recommended by the Finance Subcommittee: Roy (Pete) Bleckert (non-MVU customer), Misty Cheng (MVU customer), Steven LaFond (MVU customer), Cliff Cowing (Business customer of MVU), Larry Denman (MVU customer) by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Victoria Baca

Approved by a vote of 4-0-1, Council Member Yxstian Gutierrez absent.

Direct the City Clerk to draw the names by lot to: Appoint one member from the list above with a term expiring June 30, 2015; Appoint two members from the list above with a term expiring June 30, 2016; Appoint two members from the list above with a term expiring June 30, 2017 by m/Mayor Pro Tem Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 4-0-1, Council Member Yxstian Gutierrez absent.

Appoint one member from the list above with a term expiring June 30, 2015; Steve LaFond

Appoint two members from the list above with a term expiring June 30, 2016; Misty Cheng and Cliff Cowing

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Appoint two members from the list above with a term expiring June 30, 2017, Roy Bleckert and Larry Denman by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Victoria Baca

Approved by a vote of 4-0-1, Council Member Yxstian Gutierrez absent.

G.4 COUNCIL DISCUSSION REGARDING RECESS
(Report of: City Clerk Department)

Recommendations That the City Council:
Review and select dates for Council Recess.

Review and select dates for Council Recess, July 9 - August 18, 2014 by m/Mayor Pro Tem Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 4-0-1, Council Member Yxstian Gutierrez absent.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

The City Manager reported the following: thanked the Council and residents for supporting city-wide community Spring Events that were held recently. On August 12, Easter Egg Hunt and Bunny Brunch with Easter Bunny events were held. Over 1000 children attended the free Easter Egg Hunt event. Thanked the Moreno Valley Morning Optimist Group for providing the breakfast for Bunny Brunch. The same day, the City hosted its first Public Safety Expo.

Thanked the Council the Parks and Community Services Department staff for their hard work, and the Police Department, Fire Department, Animal Services and Technology Services for putting together Public Safety Expo.

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

none

H. LEGISLATIVE ACTIONS

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

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

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April 22, 2014

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Council Member Richard Stewart

1. Doesn't have any information or status of any federal, state or county investigation and had no conversations with DDA regarding any investigation or Grand Jury hearing; have heard political speculations
2. Questions should be directed to Council staff to generate a CRM. Staff will respond
3. Attended Public Safety Day; it was a lot of fun
4. Discussion on redistricting; good public participation
5. Will be doing different articles on different subjects for the newspaper
6. Public comments: not appropriate to be negative towards one another

Mayor Pro Tem Victoria Baca

1. Moving the City in the right direction; thanked staff for the dedication to the City
2. Thanked Public Works staff for the works on Hemlock and Graham in District 5; looks fantastic

Council Member Jesse L. Molina

1. Much needed improvements on Hemlock and Graham
2. We need to unite, come together, and be positive
3. Announced that students voted to reinstate the GoPass program that enables all Moreno Valley College students unlimited rides on RTA fixed-route buses

MINUTES
April 22, 2014

Mayor Tom Owings

1. Recognized Chris Baca as Arts Commissioner, Miguel Arciniega as Senior Citizens' Board Member; thanked for their service to the community
2. Stated that Prologis bought property that need major entitlements and zoning change, knowing the risk they were taking; this Council cannot be bound by the decision of the previous council

There being no further business to conduct, the meeting was adjourned at 9:22 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in 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.

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

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

The Closed Session was held pursuant to Government Code:

- 1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 - a) City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency
- 2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5
- 3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

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April 22, 2014

Number of Cases: 5

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 9:50 p.m. by unanimous informal consent.

Submitted by:

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

Approved by:

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

MINUTES
April 22, 2014

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: May 13, 2014

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of April 16- May 6, 2014.

<i>Reports on Reimbursable Activities</i>			
April 16 – May 6, 2014			
Council Member	Date	Meeting	Cost
Victoria Baca	4/17/14	IEEP – State of the Region Conference 2014	\$90
	4/23/14	League of California Cities 2014 Legislative Action Day	\$151.50
Yxstian A. Gutierrez	4/22/14	League of California Cities 2014 Legislative Action Day	\$497.03
	4/23/14		
Jesse L. Molina	4/16/14	Student of the Month	\$15.00
Tom Owings		None	
Richard A. Stewart	5/6/14	Moreno Valley Hispanic Chamber of Commerce – Adelante	\$10.00

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: May 13, 2014

TITLE: APPROVAL OF PAYMENT REGISTER FOR MARCH, 2014

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2014-32. A Resolution of the City Council of the City of Moreno Valley, California, approving the Payment Register for the month of March, 2014 in the amount of \$12,570,459.73.

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 2013-14 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 March, 2014

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

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RESOLUTION NO. 2014-32

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

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period March 1, 2014 through March 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 March 1, 2014 through March 31, 2014, in the total amount of \$12,570,459.73 is approved.

APPROVED AND ADOPTED this 13th day of May, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1
Resolution No. 2014-32
Date Adopted: May 13, 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. 2014-32 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of May, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2014-32²
Date Adopted: May 13, 2014



**City of Moreno Valley
Payment Register
For Period 3/1/2014 through 3/31/2014**

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>
ALERE PROPERTY GROUP, LLC	220731	03/31/2014	PA13-0022	REIMBURSEMENT-TRAFFIC SIGNAL FAIR-SHARE PROGRAM	\$42,729.00
Remit to: NEWPORT BEACH, CA					FYTD: \$42,729.00
ALERE PROPERTY GROUP, LLC	220732	03/31/2014	PA04-0183	REIMBURSEMENT-TRAFFIC SIGNAL FAIR-SHARE PROGRAM	\$45,150.00
Remit to: NEWPORT BEACH, CA					FYTD: \$45,150.00
COMMONWEALTH LAND TITLE COMPANY	220476	03/10/2014	09290333-918	SPYRIDON AND PANAGIOTA RADOS	\$139,058.00
Remit to: NEWPORT BEACH, CA					FYTD: \$345,926.00
COMMONWEALTH LAND TITLE COMPANY	220477	03/10/2014	09290334-918	PAUL LAI AND YU HUA WANG - NASON WIDENING PROJECT	\$202,532.00
Remit to: NEWPORT BEACH, CA					FYTD: \$345,926.00
COUNTY OF RIVERSIDE FIRE DEPT	11979	03/31/2014	231804	FIRE SVCS CONTRACT-2ND QTR (FPARC-MV,231804,13-14,Q2)	\$3,229,959.69
Remit to: PERRIS, CA					FYTD: \$9,541,589.89
COUNTY OF RIVERSIDE SHERIFF	11878	03/17/2014	SH0000023270	CONTRACT LAW ENF. BILLING #6 (11/14-12/11/13)	\$2,349,593.31
Remit to: RIVERSIDE, CA					FYTD: \$24,588,577.59
DISABILITY ACCESS CONSULTANTS	220510	03/10/2014	14-122	ADA EVALUATION	\$44,760.00
Remit to: OROVILLE, CA					FYTD: \$44,760.00
EASTERN MUNICIPAL WATER DISTRICT	220454	03/10/2014	FEB-14 3/10/14	WATER CHARGES	\$34,289.38
Remit to: PERRIS, CA					FYTD: \$1,398,778.06
EASTERN MUNICIPAL WATER DISTRICT	220523	03/17/2014	FEB-14 3/17/14	WATER CHARGES	\$35,805.40

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Item No. A.4



**City of Moreno Valley
Payment Register
For Period 3/1/2014 through 3/31/2014**

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>
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,398,778.06
EASY TURF, INC.	11982	03/31/2014	Q1633	INSTALLATION OF SYNTHETIC TURF-VISTA LOMAS PARK	\$98,486.00
Remit to: VISTA, CA					<u>FYTD:</u> \$169,909.35
EMPLOYMENT DEVELOPMENT DEPARTMENT	11926	03/07/2014	2014-00000282	CA TAX - STATE TAX WITHHOLDING*	\$30,891.67
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$737,507.72
EMPLOYMENT DEVELOPMENT DEPARTMENT	11932	03/21/2014	2014-00000302	CA TAX - STATE TAX WITHHOLDING	\$30,569.96
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$737,507.72
ENCO UTILITY SERVICES MORENO VALLEY LLC	11940	03/24/2014	40-247B-16	WORK AUTHORIZATION 40-247B	\$48,852.79
			40-280A-09	WORK AUTHORIZATION 40-280A	
			40-299A-03	WORK AUTHORIZATION 40-299A	
			40-301A-03	WORK AUTHORIZATION 40-301A	
			40-247A-12	WORK AUTHORIZATION 40-247A	
			40-280B-05	WORK AUTHORIZATION 40-280B	
			40-282B-09	WORK AUTHORIZATION 40-282B	
			40-284-12	WORK AUTHORIZATION 40-284	
			40-292A-06	WORK AUTHORIZATION 40-292A	
			40-292B-06	WORK AUTHORIZATION 40-292B	
			40-303-02	WORK AUTHORIZATION 40-303	
			40-297B-03	WORK AUTHORIZATION 40-297B	
			0402-MF-01481A	SOLAR METER INSTALLATION	



City of Moreno Valley
Payment Register
 For Period 3/1/2014 through 3/31/2014

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>
ENCO UTILITY SERVICES MORENO VALLEY LLC	11940	03/24/2014	0402-MF-01478A	SOLAR METER INSTALLATION	\$48,852.79
			0402-MF-01477A	SOLAR METER INSTALLATION	
			0402-MF-01471A	SOLAR METER INSTALLATION	
			40-295B-05	WORK AUTHORIZATION 40-295B	
			40-296A-01	WORK AUTHORIZATION 40-296A	
Remit to: ANAHEIM, CA					FYTD: \$5,108,018.91
ENCO UTILITY SERVICES MORENO VALLEY LLC	220455	03/10/2014	40-255A-06	WORK AUTHORIZATION 40-255A	\$186,428.00
			40-255A-05	WORK AUTHORIZATION	
			0406-TEMP MF-089	ELECTRIC METER FEES	
			40-255B-02	WORK AUTHORIZATION-40-255B	
			40-255B-01	WORK AUTHORIZATION-40-255B	
			0405-1-177	DISTRIBUTION CHARGES 10/6-11/4/13	
			40-255B-03	WORK AUTHORIZATION 40-255B	
Remit to: ANAHEIM, CA					FYTD: \$5,108,018.91
ENCO UTILITY SERVICES MORENO VALLEY LLC	220524	03/17/2014	0405-MTS1-SP104	ELECTRIC METER FEES	\$45,387.13
			0406-TEMP MF-090	ELECTRIC METER FEES	
			40-295A-03	WORK AUTHORIZATION-40-295A	
			40-247A-11	WORK AUTHORIZATION-40-247A	
			40-247B-15	WORK AUTHORIZATION-40-247B	
			40-280B-04	WORK AUTHORIZATION-40-280B	
			40-282B-08	WORK AUTHORIZATION-40-282B	

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Item No. A.4



**City of Moreno Valley
Payment Register
For Period 3/1/2014 through 3/31/2014**

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>
ENCO UTILITY SERVICES MORENO VALLEY LLC	220524	03/17/2014	40-284-11	WORK AUTHORIZATION-40-284	\$45,387.13
			40-291B-04	WORK AUTHORIZATION-40-291B	
			40-297B-02	WORK AUTHORIZATION-40-297B	
			40-292B-05	WORK AUTHORIZATION-292B	
			40-303-01	WORK AUTHORIZATION-40-303	
			40-295B-04	WORK AUTHORIZATION-40-295B	
			40-297A-02	WORK AUTHORIZATION-40-297A	
			40-299A-02	WORK AUTHORIZATION-40-299A	
			40-299B-01	WORK AUTHORIZATION-40-299B	
			40-301A-02	WORK AUTHORIZATION-40-301A	
			40-302A-02	WORK AUTHORIZATION-40-302A	
			40-302B-01	WORK AUTHORIZATION-40-302B	
			40-292A-05	WORK AUTHORIZATION-40-292A	

Remit to: ANAHEIM, CA FYTD: \$5,108,018.91

ENL SERVICE, INC	220456	03/10/2014	2	FIRST FLOOR RESTROOMS	\$73,200.05
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Remit to: SOUTH GATE, CA FYTD: \$102,175.05

FALCON ENGINEERING SERVICES, INC.	11846	03/10/2014	2012-16REV-A	SR-60 MORENO BEACH DRIVE PHASE 1 IMPROVEMENT	\$65,109.53
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Remit to: CORONA, CA FYTD: \$1,472,016.14

GLOBAL TRAFFIC TECHNOLOGIES	11990	03/31/2014	32763	TRAFFIC SIGNAL EQUIPMENT UPGRADE	\$45,553.76
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Remit to: OAKDALE, MN FYTD: \$350,498.38



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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>
HILLCREST CONTRACTING, INC	11849	03/10/2014	PB 22609R	RELEASE OF RETENTION	\$180,703.80
Remit to: CORONA, CA					FYTD: \$987,251.94
INTERNAL REVENUE SERVICE CENTER	11933	03/07/2014	2014-00000283	FED TAX - FEDERAL TAX WITHHOLDING*	\$120,625.12
Remit to: OGDEN, UT					FYTD: \$2,805,301.04
INTERNAL REVENUE SERVICE CENTER	11934	03/21/2014	2014-00000303	FED TAX - FEDERAL TAX WITHHOLDING*	\$119,990.81
Remit to: OGDEN, UT					FYTD: \$2,805,301.04
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	11995	03/31/2014	63105	LANDSCAPE MAINT.-ANIMAL SHELTER-FEB14	\$57,574.24
			63096	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-FEB14	
			63097	LANDSCAPE MAINT.-BAY AVE. TO GRAHAM/AQUUCT BIKEWAY- FEB14	
			63098	LANDSCAPE MAINT.-DELPHINIUM/PERHAM TO JFK/AQUUCT BIKEWAY-FEB14	
			63099	LANDSCAPE MAINT.-VANDENBERG TO FAY/AQUUCT BIKEWAY- FEB14	
			63100	LANDSCAPE MAINT.-NORTH AQUEDUCT-FEB14	
			63101	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-FEB14	
			63102	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-FEB14	
			63103	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-FEB14	
			63104	LANDSCAPE MAINT.-SCE & OLD LAKE DRIVE-FEB14	
			63106	LANDSCAPE MAINT.-ASES ADMIN BLDG.-FEB14	
			63107	LANDSCAPE MAINT.-CITY YARD-FEB14	
			63108	LANDSCAPE MAINT.-CRC-FEB14	

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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.	11995	03/31/2014	63109	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-FEB14	\$57,574.24
			63356	LANDSCAPE MAINT.-ZONE E-2 ADDITIONAL WORK-FEB 2014	
			63111	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-FEB14	
			63095	LANDSCAPE MAINT.-ZONE E-2/FEB 2014	
			63112	LANDSCAPE MAINT.-SENIOR CENTER-FEB14	
			63355	LANDSCAPE MAINT.-ZONE D ADDITIONAL WORK-FEB 2014	
			63113	LANDSCAPE MAINT.-UTILITY-FEB14	
			63114	LANDSCAPE MAINT.-PATRIOT PARK-FEB14	
			63094	LANDSCAPE MAINT.-ZONE D-FEB 2014	
			63115	LANDSCAPE MAINT.-TOWNGATE AQUUCT BIKEWAY-FEB14	
			63110	LANDSCAPE MAINT.-LIBRARY-FEB14	

Remit to: IRWINDALE, CA FYTD: \$325,591.22

MAYANS DEVELOPMENT INC	220373	03/03/2014	1171	PROPERTY REHAB AT 26066 ROJO TIERRA	\$92,671.92
			1172	PROPERTY REHAB AT 25604 SAN LUPE AVE.	

Remit to: YORBA LINDA, CA FYTD: \$109,369.70

MCCAIN TRAFFIC SUPPLY	220699	03/31/2014	INV0173178	ITS DEPLOYMENT PH 1A	\$27,857.52
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Remit to: VISTA, CA FYTD: \$79,557.28

MERCHANTS LANDSCAPE SERVICES INC	11897	03/17/2014	42257	IRRIGATION REPAIRS FOR FEB14-ZONE E-3	\$35,067.31
			42182	LANDSCAPE MAINT.-ZONES E-3 & E-3A-FEB14	
			42277	INSTALLATION OF NEW PLANT MATERIAL & MULCH-ZONE E-8	
			42278	INSTALLATION OF NEW PLANT MATERIAL & MULCH-ZONE E-15	



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MERCHANTS LANDSCAPE SERVICES INC	11897	03/17/2014	42181	LANDSCAPE MAINT.-ZONES E8,E12,E14 & E15-FEB14	\$35,067.31
Remit to: Santa Ana, CA					FYTD: \$311,214.63
MEYERS, NAVE, RIBACK, SILVER & WILSON	220463	03/10/2014	2014010441	LEGAL SERVICES-MJPA-JAN14	\$25,849.08
			2014010443	LEGAL SERVICES-PETITIONS-JAN14	
Remit to: OAKLAND, CA					FYTD: \$359,295.86
MORENO CHRISTIAN ASSEMBLY	220482	03/10/2014	488-210-001	NASON STREET WIDENING	\$34,572.00
Remit to: MORENO VALLEY, CA					FYTD: \$34,572.00
MORENO VALLEY UTILITY	220531	03/17/2014	MAR-14 3/17/14	ELECTRICITY	\$54,285.31
			7013411-01/FEB14	ELECTRICITY-UTILITY FIELD OFFICE	
Remit to: HEMET, CA					FYTD: \$695,697.30
PERS HEALTH INSURANCE	11964	03/10/2014	W140301	EMPLOYEE HEALTH INSURANCE	\$186,829.84
Remit to: SACRAMENTO, CA					FYTD: \$1,933,400.08
PERS RETIREMENT	11868	03/14/2014	P140228	PERS RETIREMENT DEPOSIT - CLASSIC	\$225,164.51
Remit to: SACRAMENTO, CA					FYTD: \$4,826,418.41
PERS RETIREMENT	11965	03/28/2014	P140314	PERS RETIREMENT DEPOSIT - CLASSIC	\$226,925.70
Remit to: SACRAMENTO, CA					FYTD: \$4,826,418.41
PITASSI ARCHITECTS, INC	11954	03/24/2014	13712	CORP YARD PAHSE 1	\$36,858.72
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$52,073.92

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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>
POWELL CONSTRUCTORS, INC.	220535	03/17/2014	14	SR-60 MORENO BEACH DRIVE IMPROVEMENTS	\$57,062.51
Remit to: FONTANA, CA					<u>FYTD:</u> \$1,697,261.69
PRINCIPLES CONTRACTING, INC.	220618	03/24/2014	1	CIVIC CTR EXTERIOR SITE IMPROVEMENT	\$58,067.78
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$58,067.78
PTM GENERAL ENGINEERING SERVICES, INC.	220566	03/17/2014	204141326	CITYWIDE PEDESTRIAN ENHANCEMENT	\$110,072.22
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$365,946.17
RIVERSIDE CONSTRUCTION COMPANY, INC	11866	03/04/2014	W140302	RETENTION RELEASE PER ESCROW AGREEMENT-INV#11 & #12	\$76,428.21
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,622,822.14
ROBERTSON'S	220757	03/31/2014	P13-067 7/3/13	REFUND LANDSCAPE & PAINT BOND ISSUED FOR TEMP CERT. OF OCCUPANCY	\$55,170.48
Remit to: CORONA, CA					<u>FYTD:</u> \$55,170.48
SHELL ENERGY NORTH AMERICA (US) L.P.	11909	03/17/2014	1276754	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	\$448,560.00
Remit to: PHILADELPHIA, PA					<u>FYTD:</u> \$4,704,193.88
SOCO GROUP, INC	11912	03/17/2014	0012276-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$27,612.31
			0009752-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
			0005083-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
			0007673-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: PERRIS, CA					<u>FYTD:</u> \$309,952.80



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SOUTHERN CALIFORNIA EDISON 1	220539	03/17/2014	721-3449 FEB-14	IFA CHARGES-SUBSTATION	\$114,047.92
			587-9520 FEB-14	ELECTRICITY-FERC CHARGES	
			FEB-14 3/17/14	ELECTRICITY	
			707-6081 FEB-14	ELECTRICITY	
Remit to: ROSEMEAD, CA					FYTD: \$2,229,859.24
SOUTHERN CALIFORNIA EDISON 1	220540	03/17/2014	7500411631	WDAT CHARGES-GLOBE ST. LOCATION	\$32,628.87
			7500411629	WDAT CHARGES-IRIS AVE. LOCATION	
			7500413594	RELIABILITY SERVICE - DLAP_SCE_SEES_HV	
			7500411632	WDAT CHARGES-NANDINA AVE. LOCATION	
			7500411630	WDAT CHARGES-GRAHAM ST. LOCATION	
			7500411633	WDAT CHARGES-FREDERICK AVE. LOCATION	
			7500411634	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION	
Remit to: ROSEMEAD, CA					FYTD: \$2,229,859.24
SOUTHERN CALIFORNIA EDISON 1	220625	03/24/2014	FEB-14 3/24/14	ELECTRICITY	\$53,130.72
Remit to: ROSEMEAD, CA					FYTD: \$2,229,859.24
TGP ENERGY MANAGEMENT, LLC	220712	03/31/2014	WREGIS 2014	RENEWABLE ENERGY POWER PURCHASE FOR MV UTILITY	\$490,400.00
Remit to: NEW YORK, NY					FYTD: \$490,400.00
THINK TOGETHER, INC	11958	03/24/2014	111000-13/14-7	ASES PROGRAM MANAGEMENT SERVICES	\$493,437.50
Remit to: LOS ANGELES, CA					FYTD: \$3,464,983.65
TR DESIGN GROUP, INC.	11959	03/24/2014	1901/1913	REMODEL FIRESTATION #48	\$28,266.18

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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> \$99,705.60
TREMCO INCORPORATED	220547	03/17/2014	93095391	PATCH & REPAIR ROOF-SECTION C AT ANIMAL SHELTER	\$25,861.00
			93073854	TREMCARE GOLD MAINTENANCE FOR ROOFS	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$25,861.00
TURF STAR, INC.	220715	03/31/2014	2278506-00	PARTS & LABOR FOR COTTONWOOD GOLF COURSE EQUIPMENT REPAIR	\$36,993.85
			3269623-00	NEW MOWER FOR LASSELLE SPORTS PARK	
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$39,602.99
U.S. BANK/CALCARDS	11865	03/11/2014	02-27-14	PAYMENT FOR FEB 2014 CALCARD ACTIVITY	\$185,057.72
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$1,968,640.63
USAA REAL ESTATE LIMITED PARTNERSHIP	220665	03/24/2014	PA08-0072	RELEASE OF EROSION CONTROL SECURITY DEPOSIT	\$32,500.00
Remit to: SAN ANTONIO, TX					<u>FYTD:</u> \$32,500.00
VANCE CORPORATION	12010	03/31/2014	2	CACTUS AVENUE WIDENING	\$346,733.37
Remit to: RIALTO, CA					<u>FYTD:</u> \$391,098.37
VANCE CORPORATION	220597	03/17/2014	1	CACTUS AVENUE WIDENING	\$44,365.00
Remit to: RIALTO, CA					<u>FYTD:</u> \$391,098.37
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	220512	03/11/2014	FEB-14 TUMF	TUMF FEES COLLECTED FOR 2/1-2/28/14	\$105,463.51
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,209,126.14



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WRCRCA	220555	03/17/2014	FEB-2014 MSHCP	MSHCP FEES COLLECTED FOR FEBRUARY 2014-RESIDENTIAL & COMM/INDUST	\$341,900.79
Remit to: RIVERSIDE, CA					FYTD: \$1,908,955.08
WURM'S JANITORIAL SERVICES, INC.	11962	03/24/2014	22912	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.	\$26,248.34
			22917	JANITORIAL SERVICES-SUNNYMEAD MIDDLE SCHOOL/ASES	
			22914	JANITORIAL SERVICES-GANG TASK FORCE OFFICE	
			22799	WALL PANEL CLEANING IN SENIOR CTR. ARTS/CRAFTS ROOM-1/27/14	
			22906	JANITORIAL SERVICES-CITY HALL	
			22907	JANITORIAL SERVICES-CITY YARD & TRANSP. TRAILER	
			22908	JANITORIAL SERVICES-CONFERENCE & REC CTR.	
			22920	JANITORIAL SERVICES-ANNEX 1 BLDG.	
			22911	JANITORIAL SERVICES-LIBRARY	
			22913	JANITORIAL SERVICES-PUBLIC SAFETY BLDG.	
			22915	JANITORIAL SERVICES-RAINBOW RIDGE ELEMENTARY	
			22918	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY	
			22922	SPECIAL CLEANINGS FOR FEB. EVENT RENTALS AT SENIOR CTR.	
			22916	JANITORIAL SERVICES-SENIOR CENTER	
			22919	JANITORIAL SERVICES-TOWNGATE COMM. CTR.	
			22921	SPECIAL CLEANINGS FOR FEB. EVENT RENTALS AT CRC	
			22909	JANITORIAL SERVICES-EOC	
Remit to: CORONA, CA					FYTD: \$238,965.47

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TOTAL AMOUNTS OF \$25,000 OR GREATER					\$11,363,339.83
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A.D. WILSON, INC.	220598	03/24/2014	004073	SR60 MORENO BEACH DR INTERCHANGE IMPRVT. PROJ.	\$807.24
Remit to: NORCO, CA					<u>FYTD:</u> \$22,564.08
AAMES, MISTY	220485	03/10/2014	R14-070769	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20.00
ABILITY COUNTS, INC	220513	03/17/2014	ACI10604	LANDSCAPE MAINT-CFD#1-FEB14	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$18,585.00
ACP TRUCKING	220393	03/03/2014	BL#12396-YR2014	REFUND OF PAYMENT FOR BL#12396	\$44.01
Remit to: PERRIS, CA					<u>FYTD:</u> \$44.01
ACTION DOOR REPAIR CORP.	11935	03/24/2014	88825	NEW DOOR CONTROL-FS#91	\$161.46
Remit to: ORLANDO, FL					<u>FYTD:</u> \$14,735.12
ACTION DOOR REPAIR CORP.	11969	03/31/2014	88917	INGROUND LOOP WIRING-FS#58	\$2,191.40
Remit to: ORLANDO, FL					<u>FYTD:</u> \$14,735.12
ADAMS, MARK L.	11753	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: REDLANDS, CA					<u>FYTD:</u> \$3,187.30
ADDICTION MEDICINE CONSULTANTS, INC.	11834	03/10/2014	01234	TRAINING SERVICES	\$400.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$2,360.00
ADLERHORST INTERNATIONAL INC.	11872	03/17/2014	19918	MONTHLY K-9 TRAINING-DRE-FEB14	\$425.01
			19919	MONTHLY K-9 TRAINING-OZZIE-FEB14	

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ADLERHORST INTERNATIONAL INC.	11872	03/17/2014	19920	MONTHLY K-9 TRAINING-IVAN-FEB14	\$425.01
Remit to: RIVERSIDE, CA					FYTD: \$12,626.82
ADLERHORST INTERNATIONAL INC.	11970	03/31/2014	19992	STAINLESS STEEL PINCH COLLAR FOR K-9 OZZI	\$43.20
Remit to: RIVERSIDE, CA					FYTD: \$12,626.82
ADMINSURE	220357	03/03/2014	6823	WORKERS' COMP CLAIMS ADMIN 3/1-3/31/14	\$2,175.00
Remit to: DIAMOND BAR, CA					FYTD: \$15,750.00
ADVANCED ELECTRIC	220358	03/03/2014	10959	ELECTRICAL WORKS-EOC BLDG. SIGNAGE LIGHTS	\$4,202.48
			10988	ELECTRICAL WORKS-ASES BLDG. PARKING LOT LIGHTS	
			10986	ELECTRICAL WORKS-ANIMAL SHELTER PARKING LOT LIGHTS	
			10984	ELECTRICAL WORKS-CITY HALL PARKING LOT LIGHTS	
			10946	ELECTRICAL WORKS-CITY HALL PARKING LOT LIGHTS	
			10965	ELECTRICAL WORKS-MFPCC PARKING LOT LIGHTS	
Remit to: RIVERSIDE, CA					FYTD: \$71,232.78
ADVANCED ELECTRIC	220448	03/10/2014	10993	ELECTRICAL REPAIRS-CRC GYM LIGHTING	\$5,291.84
			10955	ELECTRICAL REPAIRS-CRC	
			10956	ELECTRICAL REPAIRS-CRC	
			10985	ELECTRICAL REPAIRS-CRC	
			10957	ELECTRICAL REPAIRS-CRC	
			10958	ELECTRICAL REPAIRS-CRC	
Remit to: RIVERSIDE, CA					FYTD: \$71,232.78



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ADVANCED ELECTRIC	220514	03/17/2014	10997	ELECTRICAL REPAIRS-SUNNYMEAD PARK	\$5,705.90
			10998	ELECTRICAL REPAIRS-EL PORTRERO PARK	
			10967	ELECTRICAL REPAIRS-CFD#1/VISTA LOMA PARK	
			10996	ELECTRICAL REPAIRS-WOODLAND	
			11000	ELECTRICAL REPAIRS-SKATE PARK	
			10978	ELECTRICAL REPAIRS-WOODLAND PARK	
			10999	ELECTRICAL REPAIRS-SKATE PARK	
			10987	ELECTRICAL REPAIRS-CFD#1/PAN AM ST.	
			10995	ELECTRICAL REPAIRS-CFD#1/CELEBRATION PARK	
			11001	ELECTRICAL REPAIRS-RIDGECREST	
			10983	ELECTRICAL REPAIRS-SENIOR CTR PARKING LOT LIGHTS	
			10947	ELECTRICAL REPAIRS-SENIOR CTR EXT BLDG.	

Remit to: RIVERSIDE, CA FYTD: \$71,232.78

ADVANCED ELECTRIC	220677	03/31/2014	11003	LIBRARY ELECTRICAL WORKS-NEW COMPUTER PLACEMENT	\$1,120.00
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Remit to: RIVERSIDE, CA FYTD: \$71,232.78

AECOM TECHNICAL SERVICES INC	11736	03/03/2014	37419579 (08)	PERRIS BLVD WIDENING - RAMONA TO CACTUS	\$10,633.93
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Remit to: ONTARIO, CA FYTD: \$25,203.42

AECOM TECHNICAL SERVICES INC	11835	03/10/2014	37422390 (09)	PERRIS BLVD WIDENING	\$2,767.49
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Remit to: ONTARIO, CA FYTD: \$25,203.42

AEI-CASC ENGINEERING	11971	03/31/2014	0030983	PLAN CHECK SVCS-PWQMP	\$1,323.00
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Remit to: COLTON, CA FYTD: \$28,597.37

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AES OVERHEAD DOOR & GATE COMPANY, INC.	11972	03/31/2014	10078	ROLL UP DOORS PREVENTIVE MAINT-FS#2	\$1,043.00
			10079	ROLL UP DOORS PREVENTIVE MAINT-FS#48	
			10080	ROLL UP DOORS PREVENTIVE MAINT-FS#6	
			10076	ROLL UP DOORS PREVENTIVE MAINT-FS#91	
			10077	ROLL UP DOORS PREVENTIVE MAINT-FS#65	
			10074	ROLL UP DOORS PREVENTIVE MAINT-FS#58	
			10075	ROLL UP DOORS PREVENTIVE MAINT-FS#99	
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$6,383.37
AIR EXCHANGE INC	220359	03/03/2014	32959	PLYMOVENT MAINT/REPAIR-FS#65	\$1,720.32
Remit to: Fairfield, CA					FYTD: \$5,849.50
AIR EXCHANGE INC	220515	03/17/2014	33064	PLYMOVENT MAINT/REPAIR-FS#48	\$336.79
			33065	PLYMOVENT MAINT/REPAIR-FS#65	
Remit to: Fairfield, CA					FYTD: \$5,849.50
ALCANTARA, CHRISTIAN	220668	03/24/2014	MV1131127004	REFUND-CITATION OVERPAYMENT	\$37.50
Remit to: MORENO VALLEY, CA					FYTD: \$37.50
ALEXANDER, MICHAEL	220641	03/24/2014	R14-070620	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SUN CITY, CA					FYTD: \$75.00
ALL ABOUT ANIMALS NJ RESCUE	220486	03/10/2014	R13-067532	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: BRICK, NJ					FYTD: \$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>
ALL DISCOUNT INSURANCE SERVICE, INC	220394	03/03/2014	BL#00341-YR2014	REFUND OF OVERPAYMENT FOR BL#00341	\$99.00
Remit to: MORENO VALLEY, CA					FYTD: \$99.00
ALLEN, MISTY	220642	03/24/2014	1126048	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
ALPHA AUTOMATION	11973	03/31/2014	4739	DATA SERVICE FOR FUEL TANKS	\$93.81
Remit to: LOS ANGELES, CA					FYTD: \$284.25
ALTURA CREDIT UNION, ATTN KARA ADAMS	220487	03/10/2014	1122416	REFUND CRC RENTAL DEPOSIT MINUS MIC FEES	\$450.00
Remit to: RIVERSIDE, CA					FYTD: \$450.00
AMERICAN FORENSIC NURSES	11737	03/03/2014	64440	PHLEBOTOMY SERVICES	\$2,516.08
			64350	PHLEBOTOMY SERVICES	
			64417	PHLEBOTOMY SERVICES	
			64351	PHLEBOTOMY SERVICES	
			64377	PHLEBOTOMY SERVICES	
Remit to: PALM SPRINGS, CA					FYTD: \$41,520.76
AMERICAN QUICK PRINTING	11936	03/24/2014	378	MATERIAL/SUPPLY TRANSMITTAL FORM	\$86.40
Remit to: MORENO VALLEY, CA					FYTD: \$3,055.32
AMERICAN TOWERS	11873	03/17/2014	1639856	RADIO EQUIPMENT TOWER LEASE-MAR14	\$3,150.00
Remit to: CHARLOTTE, NC					FYTD: \$22,050.00

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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>
AMINO, MARCIA	220733	03/31/2014	205944 1/24/11	REISSUE UNCLAIMED CK FOR CANDIDATE STATEMENT REFUND	\$167.76
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$167.76
ANIMAL PEST MANAGEMENT SERVICES, INC.	11974	03/31/2014	122425	PEST CONTROL SVCS-SCE ESMNT/AQDCT/BIKEWAY	\$1,590.50
			122426	PEST CONTROL SVCS-MARB/CHILD CARE GRNDS/BALLFIELDS	
			122552	PEST CONTROL SVCS-GOLF COURSE	
			123271	PEST CONTROL SVCS-CRC	
			122427	PEST CONTROL SVCS-MARCH FIELD CNTR	
			122424	PEST CONTROL SVCS-CITY PARKS	
			122535	PEST CONTROL SVCS-CFD #1	
Remit to: CHINO, CA					<u>FYTD:</u> \$15,920.00
AQUA PURA DRINKING WATER	220395	03/03/2014	BL#22696-YR2014	REFUND OF OVERPAYMENT FOR BL#22696	\$56.25
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$56.25
ARBOLEDA SILVIA HOLGUIN	220669	03/24/2014	MVP60986	REFUND-CITATION OVERPAYMENT	\$72.08
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$72.08
ARBORQUEST TREE SERVICE, INC.	220449	03/10/2014	02142014	TREE TRIMMING/CLEAN-UP/HAUL AWAY DEBRIS	\$5,000.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$5,000.00
ARROWHEAD WATER	11836	03/10/2014	04B0029115201	WATER PURIF. UNIT RENTAL-SENIOR CENTER	\$485.82
			04B0029115359	WATER PURIF. UNIT RENTAL-CRC	
			04B0032414377	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.	
			04B0030878268	WATER PURIF. UNIT RENTAL-EOC	



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ARROWHEAD WATER	11836	03/10/2014	04B0029648052	WATER PURIF. UNIT RENTAL-FIRE ST. #65	\$485.82
			04B0029647971	WATER PURIF. UNIT RENTAL-FIRE ST. #2	
			04B0029647948	WATER PURIF. UNIT RENTAL-FIRE ST. #48	
			04B0029647914	WATER PURIF. UNIT RENTAL-FIRE ST. #6	
			04B0029115144	WATER PURIF. UNIT RENTAL-LIBRARY	
			04B0029115110	WATER PURIF. UNIT RENTAL-CITY YARD & TRANSP. TRAILER	
			04B0028990919	WATER PURIF. UNITS RENTAL-CITY HALL	
			04B0029115177	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER	

Remit to: LOUISVILLE, KY FYTD: \$6,074.01

ARROWHEAD WATER	11975	03/31/2014	04C0029115110	WATER PURIF. UNITS RENTAL-CITY YARD & TRANSP. TRAILER	\$458.83
			04C0028990919	WATER PURIF. UNITS RENTAL-CITY HALL	
			04C0029115144	WATER PURIF. UNIT RENTAL-LIBRARY	
			04C0029647914	WATER PURIF. UNIT RENTAL-FIRE ST. #6	
			04C0029647948	WATER PURIF. UNIT RENTAL-FIRE ST. #48	
			04C0029647971	WATER PURIF. UNIT RENTAL-FIRE ST. #2	
			04C0029647997	WATER PURIF. UNIT RENTAL-FIRE ST. #58	
			04C0029648037	WATER PURIF. UNIT RENTAL-FIRE ST. #91	
			04C0029648052	WATER PURIF. UNIT RENTAL-FIRE ST. #65	
			04C0030878268	WATER PURIF. UNIT RENTAL-EOC	
			04C0032389744	WATER PURIF. UNIT RENTAL-FIRE ST. #99	
			04C0032901514	WATER PURIF. UNIT RENTAL-ANNEX 1	

Remit to: LOUISVILLE, KY FYTD: \$6,074.01

AT&T MOBILITY	220360	03/03/2014	872455379X020614	CELLULAR PHONE SVC-MCC	\$92.27
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Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$827.23
AT&T/MCI	220361	03/03/2014	5131425	LANDLINE PHONE SVC-GANG TASK FORCE	\$184.05
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$1,846.22
ATKINSON, ANDELSON, LOYA, RUUD & ROMO	220678	03/31/2014	448687	LEGAL SVCS-FEB14	\$12,123.01
			448669	LEGAL SVCS-DEC13	
			448678	LEGAL SVCS-JAN14	
Remit to: CERRITOS, CA					<u>FYTD:</u> \$12,153.01
AUTOMATIC STOREFRONT SERVICE, INC.	220516	03/17/2014	0026865	SLIDING GLASS DOOR REPAIRS-CITY HALL	\$229.00
Remit to: CHINO, CA					<u>FYTD:</u> \$229.00
AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC	11874	03/17/2014	2014-1645	WIRELESS RADIOS & LICENSES-NASON/HWY 60 PROJ.	\$3,200.00
Remit to: BUFFALO GROVE, IL					<u>FYTD:</u> \$903,200.00
AYARS, MARGARET E.	11754	03/04/2014	140301	RETIREE MED JAN-MAR '14, PD MAR '14	\$956.19
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$4,780.95
BACA, VICTORIA	220557	03/17/2014	3/26-3/28/14	TRAVEL PER DIEM-WELL CONFERENCE	\$122.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$452.00
BACHER, GRACE	220419	03/04/2014	140301	RETIREE MED MAR '14	\$208.36
Remit to: HEMET, CA					<u>FYTD:</u> \$2,366.02



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BAILEY, LANA	220420	03/04/2014	140301	RETIREE MED SPOUSE 10/12/13, FEB '14, PD MAR '14	\$185.54
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$5,083.46
BARSTOW, STEVEN ROBERT	220599	03/24/2014	021314	SPORTS OFFICIATING SERVICES-SOFTBALL	\$441.00
			022014	SPORTS OFFICIATING SERVICES-SOFTBALL	
			022314	SPORTS OFFICIATING SERVICES-SOFTBALL	
			013014	SPORTS OFFICIATING SERVICES-SOFTBALL	
			031314	SPORTS OFFICIATING SERVICES-SOFTBALL	
			030614	SPORTS OFFICIATING SERVICES-SOFTBALL	
			022714	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$441.00
BAUTISTA, JOSEPH C.	11755	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: FONTANA, CA					<u>FYTD:</u> \$3,187.30
BAYER APPRAISALS	220450	03/10/2014	02222014	APPRAISALS ON NSP 3 PROPERTIES-25604 SAN LUPE AVE	\$350.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$700.00
BAYER APPRAISALS	220679	03/31/2014	03182014	APPRAISALS ON NSP 3 PROPERTIES-24270 BAY AVE	\$350.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$700.00
BECKER, LARRY	220734	03/31/2014	R14-071170	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MEAD VALLEY, CA					<u>FYTD:</u> \$20.00
BELMUDES, DEBRA	11756	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,187.30

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BEMUS LANDSCAPE, INC.	220362	03/03/2014	259090	LANDSCAPE MAINT-CITY HALL-FEB14	\$9,448.60
			257495	LANDSCAPE MAINT-FIRE STNS-JAN14	
			257494	LANDSCAPE MAINT-CITY HALL-JAN14	
			257493	LANDSCAPE MAINT-ANNEX 1-JAN14	
			257492	LANDSCAPE MAINT-VETERANS MEMORIAL-JAN14	
			259091	LANDSCAPE MAINT-FIRE STNS-FEB14	
			259089	LANDSCAPE MAINT-ANNEX 1-FEB14	
			259088	LANDSCAPE MAINT-VETERANS MEMORIAL-FEB14	
Remit to: SAN CLEMENTE, CA					FYTD: \$122,317.07
BENESYST	11837	03/10/2014	0214294	COBRA ADMIN FEE	\$325.60
Remit to: MINNEAPOLIS, MN					FYTD: \$4,941.66
BERGER, LYNETTE	220735	03/31/2014	R14-070831	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: CORONA, CA					FYTD: \$75.00
BERRU, ASHLEY N.	220736	03/31/2014	CK#2771 3/8/10	REISSUE UNCLAIMED CK FOR UTILITY REFUND	\$67.15
Remit to: PERRIS, CA					FYTD: \$67.15
BEST CALIFORNIA GAS, LTD., #353	220737	03/31/2014	BL#06625-YR2014	REFUND OF OVERPAYMENT FOR BL#06625	\$51.87
Remit to: SANTA FE SPRINGS, CA					FYTD: \$51.87
BIMBO BAKERIES USA	220738	03/31/2014	BL#10400-YR2014	REFUND OF OVERPAYMENT FOR BL#10400	\$37.91
Remit to: CAMBRIDGE, ON					FYTD: \$37.91
BIMBO BAKERIES USA, INC	220571	03/17/2014	BL#06380-YR2014	REFUND OF OVERPAYMENT FOR B/L#06380	\$96.31



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Remit to: CAMBRIDGE, ON					FYTD: \$96.31
BOTTOM LINE TELECOMMUNICATIONS, INC	220451	03/10/2014	221129064	3 YR WARRANTY MAGIC CLONE UHD RES WIRELESS WIDI	\$3,085.24
Remit to: MARLBOROUGH, CT					FYTD: \$3,085.24
BOX SPRINGS MUTUAL WATER COMPANY	220517	03/17/2014	02252014	WATER USAGE-ACCT#721-1 ZONE E-1	\$84.09
Remit to: MORENO VALLEY, CA					FYTD: \$955.82
BROWN, SHERRY	11757	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,824.76
BU, SONYA	220386	03/03/2014	3/9-3/14/14	TRAVEL PER DIEM-CALIF. FIRE PREVENTION INSTITUTE	\$363.00
Remit to: WILDOMAR, CA					FYTD: \$363.00
BUCKINGHAM, STAN	220421	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: TEMECULA, CA					FYTD: \$3,187.30
BUREAU VERITAS NORTH AMERICA, INC	220769	03/31/2014	1224505	PLAN REVIEW SVCS-FIRE PREV.- JAN-FEB14	\$1,198.50
Remit to: LOS ANGELES, CA					FYTD: \$1,198.50
BURKE, WILLIAMS & SORENSEN, LLP.	11838	03/10/2014	174884	LEGAL SVCS-JAN14-L. COMPTON CASE	\$199.50
Remit to: LOS ANGELES, CA					FYTD: \$10,227.24
BY HIS DESIGN, INC	220363	03/03/2014	5900	ADULT SPORTS LEAGUE UNIFORMS-SOFTBALL	\$291.83
			5901	ADULT SPORTS LEAGUE UNIFORMS	

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Remit to: SAN JACINTO, CA					<u>FYTD:</u> \$441.83
CAIN, GREGORY	11758	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: TAMPA, FL					<u>FYTD:</u> \$3,187.30
CALIFORNIA SEXUAL ASSAULT INVESTIGATORS ASSOC.	220396	03/03/2014	REGISTR. FEES	CSAIA 2014 SPRING TRAINING REGISTR. FOR E. HOLLAND & RICO GARCIA	\$600.00
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$600.00
CALIFORNIA STATE DEPARTMENT OF FISH AND WILDLIFE	220600	03/24/2014	PROJECT FEE	CACTUS AVENUE WIDENING	\$4,912.25
Remit to: ONTARIO, CA					<u>FYTD:</u> \$9,936.50
CALIFORNIA WATERSHED ENGINEERING CORP.	220364	03/03/2014	14211	PLAN CHECK SVCS-PWQMP-JAN14	\$1,666.67
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$28,667.75
CAMPA, SANDY	220670	03/24/2014	MV3130917017	REFUND-CITATION OVERPAYMENT	\$58.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$58.00
CANNON, ANA M.	11759	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: HASLET, TX					<u>FYTD:</u> \$2,868.57
CARTER, ROSALYN	11760	03/04/2014	140301	RETIREE MED FEB '14, PD MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,231.11
CASS, STEPHANIE	220572	03/17/2014	R13-068255	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$75.00



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CATHOLIC CHARITIES	11976	03/31/2014	JUL,AUG,SEPT13	CATHOLIC CHARITIES REIMB. (CDBG)	\$10,412.89
			JAN 2014	CATHOLIC CHARITIES REIMB. (CDBG)	
			OCT,NOV,DEC13	CATHOLIC CHARITIES REIMB. (CDBG)	
Remit to: SAN BERNARDINO, CA					FYTD: \$14,940.53
CEMEX	220518	03/17/2014	9427876131	PORTLAND CEMENT	\$3,262.90
			9427802352	PORTLAND CEMENT	
			9427830060	PORTLAND CEMENT	
			9427862023	PORTLAND CEMENT	
			9427960342	PORTLAND CEMENT	
			9427999355	PORTLAND CEMENT	
9427910746	PORTLAND CEMENT				
Remit to: PASADENA, CA					FYTD: \$26,535.41
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	11738	03/03/2014	04-0322155	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	\$300.00
			01-0344269	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
			04-0321489	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
			04-0322153	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
			04-0322170	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
			01-0344270	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
			04-0321488	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
			04-0322171	PRE-EMPLOYMENT PHYSICAL/DRUG TESTING	
Remit to: RIVERSIDE, CA					FYTD: \$4,391.14
CERROS, JORGE	220488	03/10/2014	R14-070586	AS REFUND-OVERPMT ON LICENSE	\$12.00

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12.00
CERVANTES, MARTHA E.	220739	03/31/2014	CK#2927 5/12/10	REISSUE UNCLAIMED CK FOR UTILITY REFUND-ACCT#7011384-03	\$92.42
Remit to: BLOOMINGTON, CA					<u>FYTD:</u> \$92.42
CERVANTES, MARTHA E.	220740	03/31/2014	CK#2928 5/12/10	REISSUE UNCLAIMED CK FOR UTILITY REFUND-ACCT#7012369-03	\$91.16
Remit to: BLOOMINGTON, CA					<u>FYTD:</u> \$91.16
CERVANTES, MARTHA E.	220741	03/31/2014	CK#2929 5/12/10	REISSUE UNCLAIMED CK FOR UTILITY REFUND-ACCT#7010811-06	\$71.41
Remit to: BLOOMINGTON, CA					<u>FYTD:</u> \$71.41
CERVANTES, MARTHA E.	220742	03/31/2014	CK#3767 7/29/11	REISSUE UNCLAIMED CK FOR UTILITY REFUND-ACCT#7010216-03	\$189.75
Remit to: BLOOMINGTON, CA					<u>FYTD:</u> \$189.75
CERVANTES, MARTHA E.	220743	03/31/2014	CK#4013 12/8/11	REISSUE UNCLAIMED CK FOR UTILITY REFUND-ACCT#7010832-05	\$198.21
Remit to: BLOOMINGTON, CA					<u>FYTD:</u> \$198.21
CHALLENGER SPORTS	220474	03/10/2014	JUL-2013	INSTRUCTOR SERVICES-CHALLENGER SOCCER ACADEMY	\$666.00
Remit to: VISTA, CA					<u>FYTD:</u> \$1,237.80
CHANDLER ASSET MANAGEMENT, INC	11839	03/10/2014	14511	INVESTMENT MANAGEMENT SVCS-FEB14	\$6,970.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$78,869.00
CHANDLER, CURTIS ANDREW	220573	03/17/2014	AC12299	REFUND-ADMIN CITATION FEES (PORTION OF TAX LIENED)	\$400.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$400.00
CHAPMAN, STEVE	220422	03/04/2014	140301	RETIREE MED MAR '14	\$318.73



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Remit to: REDLANDS, CA					FYTD: \$3,187.30
CHAPPELL, ISAAC	11761	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
CI&S CLAIMS INVESTIGATIONS AND SUPPORT	220680	03/31/2014	14-048-01	INVESTIGATION SVCS-MV1344	\$216.00
Remit to: RIVERSIDE, CA					FYTD: \$216.00
CINTAS CORPORATION	11840	03/10/2014	150244119	UNIFORM RENTAL SVC.-PARK MAINT.	\$233.22
			150244121	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150247643	UNIFORM RENTAL SVC.-FACILITIES	
			150244122	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150247644	UNIFORM RENTAL SVC.-GOLF COURSE	
			150244131	UNIFORM RENTAL SVC.-FACILITIES	
			150247633	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150244126	UNIFORM RENTAL SVC.-CFD #1	
			150247634	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150244132	UNIFORM RENTAL SVC.-GOLF COURSE	
			150247631	UNIFORM RENTAL SVC.-PARK MAINT.	
			150247638	UNIFORM RENTAL SVC.-CFD #1	
Remit to: ONTARIO, CA					FYTD: \$14,894.13
CINTAS CORPORATION	11875	03/17/2014	150251216	UNIFORM RENTAL SVC.-ST. SWEEPING	\$674.72
			150254763	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150251217	UNIFORM RENTAL SVC.-DRAIN MAINT.	

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CINTAS CORPORATION	11875	03/17/2014	150251213	UNIFORM RENTAL SVC.-VEHICLE MAINT.	\$674.72
			150254762	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150251212	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
			150247641	UNIFORM RENTAL SVC.-STREET MAINT.	
			150251210	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150247642	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
			150251219	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
			150247635	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
			150244129	UNIFORM RENTAL SVC.-STREET MAINT.	
			150244128	UNIFORM RENTAL SVC.-DRAIN MAINT.	
			150244127	UNIFORM RENTAL SVC.-ST. SWEEPING	
			150244124	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
			150244130	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
			150247640	UNIFORM RENTAL SVC.-DRAIN MAINT.	
			150251211	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150247639	UNIFORM RENTAL SVC.-ST. SWEEPING	
			150244123	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
			150247636	UNIFORM RENTAL SVC.-VEHICLE MAINT.	

Remit to: ONTARIO, CA

FYTD: \$14,894.13

CINTAS CORPORATION	11937	03/24/2014	150247632	UNIFORM RENTAL SVC.-PURCHASING	\$44.75
			150251209	UNIFORM RENTAL SVC.-PURCHASING	
			150254761	UNIFORM RENTAL SVC.-PURCHASING	
			150251220	UNIFORM RENTAL SVC.-FACILITIES	



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CINTAS CORPORATION	11937	03/24/2014	150258328	UNIFORM RENTAL SVC.-FACILITIES	\$44.75
Remit to: ONTARIO, CA					<u>FYTD:</u> \$14,894.13
CINTAS CORPORATION	11977	03/31/2014	150254773	UNIFORM RENTAL SVC.-GOLF COURSE	\$582.79
			150251208	UNIFORM RENTAL SVC.-PARK MAINT.	
			150216039	UNIFORM RENTAL SVC.-TREE MAINT.	
			150212554	UNIFORM RENTAL SVC.-TREE MAINT.	
			150187895	UNIFORM RENTAL SVC.-TREE MAINT.	
			150195002	UNIFORM RENTAL SVC.-TREE MAINT.	
			150184376	UNIFORM RENTAL SVC.-TREE MAINT.	
			150254772	UNIFORM RENTAL SVC.-FACILITIES	
			150223056	UNIFORM RENTAL SVC.-TREE MAINT.	
			150209064	UNIFORM RENTAL SVC.-TREE MAINT.	
			150226534	UNIFORM RENTAL SVC.-TREE MAINT.	
			150205517	UNIFORM RENTAL SVC.-TREE MAINT.	
			150202016	UNIFORM RENTAL SVC.-TREE MAINT.	
			150191426a	UNIFORM RENTAL SVC.-TREE MAINT.	
			150180870	UNIFORM RENTAL SVC.-TREE MAINT.	
			150258319	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150258318	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150163093	UNIFORM RENTAL SVC.-TREE MAINT.	
			150166673	UNIFORM RENTAL SVC.-TREE MAINT.	
			150170222	UNIFORM RENTAL SVC.-TREE MAINT.	
			150173754	UNIFORM RENTAL SVC.-TREE MAINT.	

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CINTAS CORPORATION	11977	03/31/2014	150177309	UNIFORM RENTAL SVC.-TREE MAINT.	\$582.79
			150254760	UNIFORM RENTAL SVC.-PARK MAINT.	
			150230035	UNIFORM RENTAL SVC.-TREE MAINT.	
			150251215	UNIFORM RENTAL SVC.-CFD #1	
			150258329	UNIFORM RENTAL SVC.-GOLF COURSE	
			150258323	UNIFORM RENTAL SVC.-CFD #1	
			150258316	UNIFORM RENTAL SVC.-PARK MAINT.	
			150219532	UNIFORM RENTAL SVC.-TREE MAINT.	
			150254767	UNIFORM RENTAL SVC.-CFD #1	
			150198499	UNIFORM RENTAL SVC.-TREE MAINT.	
			150251221	UNIFORM RENTAL SVC.-GOLF COURSE	
			150233557	UNIFORM RENTAL SVC.-TREE MAINT.	

Remit to: ONTARIO, CA FYTD: \$14,894.13

CITY OF MORENO VALLEY VEBA TRUST	11876	03/17/2014	2014-00000270	4020 - EXEC VEBA*	\$7,485.00
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Remit to: MORENO VALLEY, CA FYTD: \$262,901.85

CITY OF MORENO VALLEY VEBA TRUST	11938	03/24/2014	2014-00000297	4020 - EXEC VEBA*	\$1,785.00
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Remit to: MORENO VALLEY, CA FYTD: \$262,901.85

CIVIL SOURCE, INC.	11939	03/24/2014	1041-0358-2	CONSULTANT PLAN CHECK SVCS/PM36207	\$5,510.10
			1041-358-1B	CONSULTANT PLAN CHECK SVCS/PA05-0054	

Remit to: IRVINE, CA FYTD: \$16,705.10



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CMOA	220489	03/10/2014	REGISTR. FEES	SHARON HAY & R. MONUGAIN-BASIC MOUNTED PATROL COURSE 4/9-4/13/14	\$680.00
Remit to: NUEVO, CA					<u>FYTD:</u> \$680.00
COLETTA, LEANN M.	11762	03/04/2014	140301	RETIREE MED DEC'13-FEB'14, PAID MAR'14	\$811.08
Remit to: MENIFEE, CA					<u>FYTD:</u> \$2,452.68
COLONIAL SUPPLEMENTAL INSURANCE	220387	03/03/2014	7133069-0201440	SUPPLEMENTAL INSURANCE	\$5,965.07
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$60,831.66
COLONIAL SUPPLEMENTAL INSURANCE	220475	03/10/2014	7133069-0301485	SUPPLEMENTAL INSURANCE	\$6,053.22
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$60,831.66
COLONIAL SUPPLEMENTAL INSURANCE	220726	03/31/2014	7133069-0401584	SUPPLEMENTAL INSURANCE	\$5,948.36
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$60,831.66
COMMUNITY ASSISTANCE PROGRAM - CAP	11978	03/31/2014	SEPT-2013	CAP FOOD PROGRAM-CDBG	\$12,667.15
			OCT-2013	CAP FOOD PROGRAM-CDBG	
			JUL-2013	CAP FOOD PROGRAM-CDBG	
			NOV-2013	CAP FOOD PROGRAM-CDBG	
			AUG-2013	CAP FOOD PROGRAM-CDBG	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$26,273.81
COMMUNITY CONNECT	220601	03/24/2014	04092014	REGIS. FEE-17TH ANNUAL VOLUNTEER RECOGNITION BANQUET	\$40.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$924.48
COMMUNITY HEALTH CHARITIES	220519	03/17/2014	2014-00000271	8725 - CH CHARITY	\$88.00
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$4,355.00
COMMUNITY HEALTH CHARITIES	220602	03/24/2014	2014-00000286	8725 - CH CHARITY	\$88.00
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$4,355.00
COMMUNITY NOW	11841	03/10/2014	1011	NEIGHBORHOODS/NEXTDOOR.COM CONSULTANTS	\$1,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$33,840.00
COMMUNITY NOW	11877	03/17/2014	1012R	PROF. CONSULTANT SVCS-SR2S PROGRAM	\$2,870.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$33,840.00
COMMUNITY WORKS DESIGN GROUP	11739	03/03/2014	10808	SECURITY FENCING - MV FIRE STATION 48 & 65	\$225.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,726.00
COMPETITIVE STRIDE	220365	03/03/2014	3141	SPORTS AWARDS SUPPLIES-YOUTH BASKETBALL	\$1,185.30
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,529.76
CONTINUING EDUCATION OF THE BAR	220520	03/17/2014	10239037	BOOKS FOR THE LAW LIBRARY	\$199.30
Remit to: OAKLAND, CA					<u>FYTD:</u> \$1,542.11
CORDOVA, LAURA A.	220423	03/04/2014	140301	RETIREE MED NOV'13-JAN'14, PD MAR '14	\$275.00
Remit to: PLAINVIEW, MN					<u>FYTD:</u> \$2,306.00



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COSTCO	220366	03/03/2014	20319	SNACK SUPPLIES FOR A CHILD'S PLACE	\$329.41
Remit to: MORENO VALLEY, CA					FYTD: \$15,188.72
COSTCO	220681	03/31/2014	20391	MISC. SUPPLIES-EOC	\$124.02
Remit to: MORENO VALLEY, CA					FYTD: \$15,188.72
COTEREO, MELISSA	220574	03/17/2014	R14-070917	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00
COUNSELING TEAM, THE	220452	03/10/2014	22274	EMPLOYEE SUPPORT SVCS-HR	\$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD: \$32,158.75
COUNSELING TEAM, THE	220682	03/31/2014	22369	EMPLOYEE SUPPORT SVCS-HR	\$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD: \$32,158.75
COUNTRY SQUIRE ESTATES	220521	03/17/2014	FEB 2014	REFUND-UUT FOR EXEMPT RESIDENTS	\$66.42
Remit to: ONTARIO, CA					FYTD: \$668.27
COUNTY OF RIVERSIDE	220367	03/03/2014	9990023000-1401 9990170000-1401	VPN CONNECTION FOR ADDTL. CODE ENFORCEMENT STAFF VPN CONNECTION FOR CODE ENFORCEMENT STAFF	\$28.98
Remit to: RIVERSIDE, CA					FYTD: \$1,152,919.07
COUNTY OF RIVERSIDE	220683	03/31/2014	9990170000-1402 9990023000-1402	VPN CONNECTION FOR CODE ENFORCEMENT STAFF VPN CONNECTION FOR ADDTL. CODE ENFORCEMENT STAFF	\$28.98
Remit to: RIVERSIDE, CA					FYTD: \$1,152,919.07
COUNTY OF RIVERSIDE SHERIFF	220478	03/10/2014	SH0000023332	LAW ENFORCEMENT SERVICES/MILEAGE-JAG 2010 GRANT	\$24,575.18

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COUNTY OF RIVERSIDE SHERIFF	220478	03/10/2014	SH0000023331	LAW ENFORCEMENT SERVICES/MILEAGE-JAG 2010 GRANT	\$24,575.18
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$24,588,577.59
CRANEVEYOR CORP	220397	03/03/2014	BL#24259	REFUND OF OVERPAYMENT FOR BL#24259	\$58.57
Remit to: SOUTH EL MONTE, CA					<u>FYTD:</u> \$58.57
CV COMMUNITIES, LLC, ATTN RYAN THOMAS	220575	03/17/2014	1123026	CRC RENTAL REFUND	\$100.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$100.00
D & D SERVICES DBA D & D DISPOSAL, INC.	220453	03/10/2014	71136	DECEASED ANIMAL DISPOSAL SVCS-FEB14	\$745.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$7,450.00
D. WEBB INCORPORATED	11879	03/17/2014	2014-01-25-41135	RELEASE OF RETENTION	\$3,154.90
Remit to: YUCCA VALLEY, CA					<u>FYTD:</u> \$63,098.00
DACHSHUND PAWS RESCUE	220576	03/17/2014	R14-069058	AS REFUND-SPAY NEUTER DEPOSIT	\$75.00
Remit to: HESPERIA, CA					<u>FYTD:</u> \$75.00
DALE, KATHLEEN	11763	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,187.30
DATAQUICK CORPORATE HEADQUARTERS	220522	03/17/2014	B1-2262160	ONLINE SOFTWARE SUBSCRIPTION-POP UNIT-FEB14	\$130.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,305.00
DAVACO, INC	220398	03/03/2014	BL#17295-YR2014	REFUND OF OVERPAYMENT FOR BL#17295	\$56.48



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Remit to: DALLAS, TX					<u>FYTD:</u> \$56.48
DAVIS DEVELOPMENT COMPANY, INC	220399	03/03/2014	BL#24386-YR2014	REFUND OF PAYMENT FOR BL#24386	\$74.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$74.00
DAWSON, LEO	220577	03/17/2014	R14-070875	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
DEL REY APPRAISAL SRVCS	220684	03/31/2014	DR4026	APPRAISAL SVCS-23688 MARK TWAIN	\$375.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,750.00
DELTA DENTAL OF CALIFORNIA	11842	03/10/2014	BE000747880	EMPLOYEE DENTAL INSURANCE	\$10,875.70
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$103,971.35
DELTA DENTAL OF CALIFORNIA	12013	03/31/2014	BE000773088	EMPLOYEE DENTAL INSURANCE	\$10,533.56
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$103,971.35
DELTACARE USA	220479	03/10/2014	BE000751544	EMPLOYEE DENTAL INSURANCE	\$5,095.60
Remit to: DALLAS, TX					<u>FYTD:</u> \$51,317.26
DELTACARE USA	220727	03/31/2014	BE000774179	EMPLOYEE DENTAL INSURANCE	\$5,153.26
Remit to: DALLAS, TX					<u>FYTD:</u> \$51,317.26
DENNIS GRUBB & ASSOCIATES, LLC	11740	03/03/2014	1232	PLAN REVIEW SVCS-FIRE PREV 1/16/1/31/14	\$9,880.00
			1229	PLAN REVIEW SVCS-FIRE PREV 1/1-1/15/14	

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Remit to: MIRA LOMA, CA					<u>FYTD:</u> \$125,785.00
DENNIS GRUBB & ASSOCIATES, LLC	11980	03/31/2014	1234	PLAN REVIEW SVCS-FIRE PREV 2/1-2/15/14	\$14,525.00
			1240	PLAN REVIEW SVCS-FIRE PREV. 3/1-3/15/14	
Remit to: MIRA LOMA, CA					<u>FYTD:</u> \$125,785.00
DFM ASSOCIATES	220685	03/31/2014	38232	2014 CA ELECTION CODE (LOOSE LEAF VERSION)	\$108.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$108.00
DIAZ, JULIA	220643	03/24/2014	R14-070208	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
DLS LANDSCAPE, INC	11741	03/03/2014	14428	LANDSCAPE MAINT-CFD#1-FEB14	\$12,390.00
			14429	LANDSCAPE MAINT-ZONE A-FEB14	
Remit to: REDLANDS, CA					<u>FYTD:</u> \$123,900.00
DMC DESIGN GROUP, INC	11843	03/10/2014	2014-005	HEACOCK STREET SOUTH EXTENSION	\$15,852.99
Remit to: CORONA, CA					<u>FYTD:</u> \$127,563.77
DORY, ALLEEN F.	220424	03/04/2014	140301	RETIREE MED MAR '14	\$179.21
Remit to: HEMET, CA					<u>FYTD:</u> \$2,853.56
DURAN, BLANCA	220388	03/03/2014	FEB-2014	INSTRUCTOR SERVICES-YOUTH FOLKLORIC DANCE CLASS	\$126.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,074.00
E.R. BLOCK PLUMBING & HEATING, INC.	11844	03/10/2014	113941	REPLACED BACKFLOW DEVICE-ZONE E-1	\$4,430.40



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E.R. BLOCK PLUMBING & HEATING, INC.	11844	03/10/2014	114328	BACKFLOW DEVICE TESTING-CITY PARKS	4,430.40
			114445	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS	
Remit to: RIVERSIDE, CA					FYTD: \$35,892.54
E.R. BLOCK PLUMBING & HEATING, INC.	11880	03/17/2014	114591	REPLACED BACKFLOW-ZONE D	2,993.30
			114592	REPLACED BACKFLOW-ZONE M	
			114460	BACKFLOW DEVICE TESTING-VARIOUS CITY PARKS	
			114463	BACKFLOW DEVICE TESTING-EOC	
			114461	BACKFLOW DEVICE TESTING-UTILITY FLD OFFICE	
			114590	REPLACED BACKFLOW-ZONED	
Remit to: RIVERSIDE, CA					FYTD: \$35,892.54
E.R. BLOCK PLUMBING & HEATING, INC.	11981	03/31/2014	114462	BACKFLOW DEVICE TESTING-PSB	651.20
			114622	BACKFLOW DEVICE TEST-FS#91	
			114657	BACKFLOW DEVICE TEST-FS#99	
			114629	BACKFLOW DEVICE REPAIRS-PSB	
Remit to: RIVERSIDE, CA					FYTD: \$35,892.54
EARTHWISE RECYCLING	220400	03/03/2014	P13-034	REFUND-WITHDRAWAL OF PROJ. APPLICATION	416.50
Remit to: ONTARIO, CA					FYTD: \$416.50
EASTERN MUNICIPAL WATER DISTRICT	220603	03/24/2014	MAR-14 3/24/14	WATER CHARGES	11,642.53
			FEB-14 3/24/14	WATER CHARGES	

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Remit to: PERRIS, CA					<u>FYTD:</u> \$1,398,778.06
EASTERN MUNICIPAL WATER DISTRICT	220686	03/31/2014	MAR-14 3/31/14	WATER CHARGES	\$19,610.05
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,398,778.06
ED ROSE	220675	03/27/2014	3/31-4/4/14	TRAVEL PER DIEM-ICI BURGLARY, THEFT INVESTIGATIONS TRAINING	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
EDGELANE MOBILE HOME PARK	11881	03/17/2014	FEB 2014	REFUND-UUT FOR EXEMPT RESIDENTS	\$17.90
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$142.25
EGGERSTEN, ANNE	220425	03/04/2014	140301	RETIREE MED MAR '14	\$208.36
Remit to: RANCHO MIRAGE, CA					<u>FYTD:</u> \$2,366.02
EKHOLM, TARA	220744	03/31/2014	R14-071768	AS REFUND-ADOPT,CHIP,LIC,VACS	\$82.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82.00
ELAM, STEPHEN	11764	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: TEMECULA, CA					<u>FYTD:</u> \$1,274.92
EMERGENT BATTERY TECHNOLOGIES, INC.	11983	03/31/2014	22946	BATTERY BACK UP SYMTEMS-LP12-75	\$6,210.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$22,410.00
ENNIS PAINT	11984	03/31/2014	263150	THERMOPLASTIC PAINT	\$124.21
Remit to: DALLAS, TX					<u>FYTD:</u> \$8,969.84



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ENNIS, TERRY	220745	03/31/2014	R13-068634	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
ESGIL CORPORATION	11882	03/17/2014	01143727	PLAN CHECK SVCS-JAN14	\$3,119.80
Remit to: SAN DIEGO, CA					FYTD: \$13,470.30
EVANS ENGRAVING & AWARDS	11742	03/03/2014	13014-30 22114-23	RETIREMENT PLAQUE-C. SRAMEK SERVICE AWARDS PLAQUES/ENGRAVING	\$807.84
Remit to: MORENO VALLEY, CA					FYTD: \$1,953.79
EVANS ENGRAVING & AWARDS	11883	03/17/2014	22614-18 22514-21 20414-27	NAMEPLATE FOR ARTS COMMISSION-C. BACA PLAQUE FOR TONY SMEERDYK NAMEPLATES FOR COMMISIONERS	\$92.97
Remit to: MORENO VALLEY, CA					FYTD: \$1,953.79
EVANS ENGRAVING & AWARDS	11985	03/31/2014	82813-25a 31114-4 11314-3	PLAQUE FOR FIREFIGHTER OF THE YEAR AWARD NAMEPLATES & MAGNETIC NAME BADGES-JULY 4TH ADV. BADGES FOR COMMISIONERS	\$285.12
Remit to: MORENO VALLEY, CA					FYTD: \$1,953.79
EVERITT, DAVID	220426	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: HEMET, CA					FYTD: \$3,363.27
EXCEL LANDSCAPE, INC	11845	03/10/2014	79643 79648	LANDSCAPE MAINT-ZONE E7-FEB14 LANDSCAPE MAINT-WQB/NPDES-FEB14	\$9,017.17
Remit to: CORONA, CA					FYTD: \$94,164.11

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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>
FAIR HOUSING COUNCIL OF RIV CO, INC.	11986	03/31/2014	SEPT 2013 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM (CDBG)	\$6,958.82
			AUG 2013 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM (CDBG)_	
			JUL 2013 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM (CDBG)	
Remit to: RIVERSIDE, CA					FYTD: \$31,941.22
FALCON ENGINEERING SERVICES, INC.	11941	03/24/2014	2012-17-A (REV)	SR-60 MORENO BCH PHASE 1 IMPROVEMENT	\$12,335.67
Remit to: CORONA, CA					FYTD: \$1,472,016.14
FAST SIGNS	220687	03/31/2014	70-34272	NAME PLATE FOR NORMA BARRETT	\$21.60
Remit to: MORENO VALLEY, CA					FYTD: \$1,539.00
FEENSTRA, JOHN	11765	03/04/2014	140301	RETIREE MED MAR '14	\$267.66
Remit to: REDLANDS, CA					FYTD: \$3,425.32
FIRST AMERICAN CORE LOGIC, INC.	11884	03/17/2014	81096767	REAL QUEST WEB SVCS-FEB14 (IMAGING)	\$640.00
			81096807	REAL QUEST WEB SVCS-FEB14 (ACCESS)	
Remit to: DALLAS, TX					FYTD: \$6,400.00
FIRST CHOICE SERVICES	11847	03/10/2014	540359	EMPLOYEE PAID COFFEE SVC-CH/BREAKROOM	\$461.98
			540362	EMPLOYEE PAID COFFEE SVC-CH/COUNCIL CHAMBERS	
			540363	EMPLOYEE PAID COFFEE SVC-CH/CITY COUNCIL	
			540350	EMPLOYEE PAID COFFEE SVC-CITY YARD	
Remit to: ONTARIO, CA					FYTD: \$6,631.54
FIRST CHOICE SERVICES	11885	03/17/2014	540361	EMPLOYEE PAID COFFEE SVC-CH/PUBLIC WORKS	\$186.23



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Remit to: ONTARIO, CA					FYTD: \$6,631.54
FITNESS 19 CA 155 11C	220604	03/24/2014	2014-00000287	8730 - GYM MEMBERSHIP*	\$143.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,707.50
FORM PRINT COMPANY FPC GRAPHICS	220525	03/17/2014	90173	RECEIPT BOOKS-MVU	\$1,356.26
Remit to: RIVERSIDE, CA					FYTD: \$6,294.02
FOSTER, NANCY A.	11766	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: GRASS VALLEY, CA					FYTD: \$3,187.30
FOSTER, ZACHARY F.	11767	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: GRASS VALLEY, CA					FYTD: \$3,187.30
FRANCE PUBLICATIONS, INC.	220688	03/31/2014	WR59358	ADVERTISING IN WESTERN REAL ESTATE BUSINESS	\$3,200.00
Remit to: ATLANTA, GA					FYTD: \$9,600.00
FRANCESCHI, STEVE	220490	03/10/2014	R13-067352,06942	AS REFUND-S/N DEPOSIT, RABIES DEPOSIT	\$95.00
Remit to: GLENDALE, CA					FYTD: \$95.00
FRANCHISE TAX BOARD	220526	03/17/2014	2014-00000272	1015 - GARNISHMENT - CREDITOR %*	\$1,909.33
Remit to: SACRAMENTO, CA					FYTD: \$15,198.22
FRANCHISE TAX BOARD	220605	03/24/2014	2014-00000288	1015 - GARNISHMENT - CREDITOR %*	\$2,073.13
Remit to: SACRAMENTO, CA					FYTD: \$15,198.22
FRANKLIN, L. C.	220558	03/17/2014	2/3-2/27/14	MILEAGE REIMBURSEMENT	\$193.20

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Remit to: PERRIS, CA					<u>FYTD:</u> \$1,571.93
FRAZEE INDUSTRIES, INC	220527	03/17/2014	9530501199620	GRAFFITI REMOVAL PRODUCTS	\$277.55
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$9,761.34
FRED'S GLASS & MIRROR, INC.	220457	03/10/2014	184872	INSTALL TWO PCS OF CLEAR GLASS-MFPCC	\$343.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,406.36
FRESQUEZ, JOHN	220368	03/03/2014	020914	SPORTS OFFICIATING SERVICES-SOFTBALL	\$105.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$647.00
FRESQUEZ, JOHN	220606	03/24/2014	022314	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$647.00
FRIENDS OF THE MV SENIOR CENTER	11987	03/31/2014	2013-14-001	MOVAN PROGRAM JULY-DEC 2013 (CDBG)	\$15,024.62
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$37,024.62
GAINES, GLENN E.	220578	03/17/2014	P15213	REFUND-CITATION FEES (COLLECTED IN ERROR)	\$103.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$103.00
GALLS INC., INLAND UNIFORM	11886	03/17/2014	BC0030906 BC0031270	UNIFORMS FOR PARK RANGERS-A. ORELLANA UNIFORMS FOR PARK RANGERS-A. ORELLANA	\$940.65
Remit to: PASADENA, CA					<u>FYTD:</u> \$2,416.13
GARCIA , CLAUDIA	220746	03/31/2014	R14-071022	AS REFUND-RABIES & S/N DEPOSITS	\$95.00
Remit to: LOMA LINDA, CA					<u>FYTD:</u> \$95.00



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GARCIA, MANUEL	11768	03/04/2014	140301	RETIREE MED JAN '14, PD MAR '14	\$318.73
Remit to: CORONA, CA					FYTD: \$3,187.30
GARCIA, RICO	220389	03/03/2014	3/11-3/14/14	TRAVEL PER DIEM-CSAIA SPRING CONFERENCE	\$140.00
Remit to: MORENO VALLEY, CA					FYTD: \$540.00
GARDNER COMPANY, INC.	220607	03/24/2014	54200	HVAC OPTIMIZATION/PREVENTIVE MAINT-FS#65	\$1,125.00
			54204	HVAC OPTIMIZATION/PREVENTIVE MAINT-FS#48	
			1868	HVAC OPTIMIZATION/PREVENTIVE MAINT-FS#6	
			53992	HVAC OPTIMIZATION/PREVENTIVE MAINT-FS#65	
Remit to: MURRIETA, CA					FYTD: \$37,580.88
GENERAL SECURITY SERVICES, INC.	11743	03/03/2014	176775	SECURITY SVCS-CRC 2/18-2/20/14	\$782.34
			176665	SECURITY SVCS-CRC 2/3-2/6/14	
			176562	SECURITY SVCS-TOWNGATE 2/1/14	
			176640	SECURITY SVCS-TOWNGATE 1/25/14	
			176132	SECURITY SVCS-TOWNGATE 12/15/13	
Remit to: WILMINGTON, CA					FYTD: \$48,245.69
GENERAL SECURITY SERVICES, INC.	11848	03/10/2014	176864	SECURITY SVCS-LIBRARY 2/23-2/24, 2/28 & 3/1/14	\$897.40
			176863	SECURITY SVCS-CITY HALL 2/24-2/28/14	
			176792	SECURITY SVCS-LIBRARY 2/16, 2/21-2/22/14	
Remit to: WILMINGTON, CA					FYTD: \$48,245.69

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GENERAL SECURITY SERVICES, INC.	11887	03/17/2014	176722	SECURITY SVCS-CRC 2/10-2/13/14	\$414.18
			176837	SECURITY SVCS-ELECTRIC UTILITY 2/25/14	
			176833	SECURITY SVCS-ELECTRIC UTILITY 2/20/14	
Remit to: WILMINGTON, CA					FYTD: \$48,245.69
GENERAL SECURITY SERVICES, INC.	11942	03/24/2014	176959	SECURITY SVCS-LIBRARY 3/2-3/7 & 3/8/14	\$502.39
			176958	SECURITY SVCS-CITY HALL 3/3-3/6/14	
Remit to: WILMINGTON, CA					FYTD: \$48,245.69
GENERAL SECURITY SERVICES, INC.	11988	03/31/2014	176836	SECURITY SVCS-CRC SPECIAL EVENTS 2/22/14	\$1,185.02
			176831	SECURITY SVCS-CRC SPECIAL EVENTS 2/22/14	
			176996	SECURITY SVCS-CRC 3/10-3/13/14	
			176832	SECURITY SVCS-TOWNGATE 2/22/14	
			177021	SECURITY SVCS-LIBRARY 3/9 & 3/14-3/15/14	
			176666	SECURITY SVCS-TOWNGATE 2/8/14	
			177020	SECURITY SVCS-CITY HALL 3/10-3/13/14	
			176667	SECURITY SVCS-TOWNGATE 2/7/14	
			176723	SECURITY SVCS-TOWNGATE 2/14/14	
Remit to: WILMINGTON, CA					FYTD: \$48,245.69
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	11744	03/03/2014	222846-001	LEGAL SVCS-RE: SUNNYMEAD (EXCEL PAVING)	\$1,800.66
			222846-002	SILVER CREEK IND. - MORRISON FIRE STATION	



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Remit to: LOS ANGELES, CA					FYTD: \$55,624.15
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	11888	03/17/2014	222854	LEGAL SVCS-STI, INC. (DAY ST) CONTINGENCY 10/28/13-2/6/14	\$3,233.43
Remit to: LOS ANGELES, CA					FYTD: \$55,624.15
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	11943	03/24/2014	223164-004	MORRISON PARK FIRE STATION	\$1,924.14
			223164-002	NASON/CACTUS WIDENING PROJECT	
Remit to: LOS ANGELES, CA					FYTD: \$55,624.15
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	11989	03/31/2014	223163	LEGAL SVCS-RE: STI, INC. (DAY ST)	\$179.98
			223164-003	LEGAL SVCS-LINEAR PARK BOND SAFEGUARD	
Remit to: LOS ANGELES, CA					FYTD: \$55,624.15
GLENN, HEATHER	220747	03/31/2014	R14-069732	AS REFUND-RABIES & S/N DEPOSITS	\$95.00
Remit to: VICTORVILLE, CA					FYTD: \$95.00
GONG ENTERPRISES, INC.	220608	03/24/2014	7025	CONSULTANT PLANT CHECK SVCS/PA09-0004	\$11,000.00
Remit to: HUNTINGTON BEACH, CA					FYTD: \$53,729.50
GONZALES, CECILIA	11769	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: CORONA, CA					FYTD: \$1,912.38
GONZALES, DOMILENA R.	11770	03/04/2014	140301	RETIREE MED DEC'13 & FEB '14, PD MAR '14	\$637.46
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57

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GORDON, CYNTHIA	11771	03/04/2014	140301	RETIREE MED JAN'12-DEC '13, PD MAR '14	\$7,603.34
Remit to: MURRIETA, CA					FYTD: \$7,603.34
GOZDECKI, DAN	11889	03/17/2014	MAR-2014 YOUTH MAR-2014 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS INSTRUCTOR SERVICES-KUNG FU CLASS	\$459.00
Remit to: MORENO VALLEY, CA					FYTD: \$6,318.00
GRAVES & KING, LLP	220458	03/10/2014	1401-0009459	LEGAL SVCS-MV1329	\$3,344.51
Remit to: RIVERSIDE, CA					FYTD: \$89,242.57
GRIFFIN, MARLENE C	11772	03/04/2014	140301	RETIREE MED MAR '14	\$208.36
Remit to: GREEN VALLEY, AZ					FYTD: \$2,366.02
GRIMES, DENNIS	220644	03/24/2014	R13-068646	AS REFUND-RABIES & S/N DEPOSIT	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
GUIANGAN, BOBBIE	220401	03/03/2014	1119179 1119180	REFUND FOR TOWNGATE RENTAL	\$238.35
Remit to: MORENO VALLEY, CA					FYTD: \$238.35
GUIDO, MICHELLE	220645	03/24/2014	R13-067938	AS REFUND-RABIES & S/N DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
GUILLAN, REBECCA S.	11773	03/04/2014	140301	RETIREE MED FEB '14, PD MAR '14	\$304.26
Remit to: ADVANCE, NC					FYTD: \$3,001.38
GUTIERREZ, ROBERT	11774	03/04/2014	140301	RETIREE MED MAR '14	\$318.73



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Remit to: LA VERNE, CA					FYTD: \$3,187.30
GUTIERREZ, YXSTIAN	220559	03/17/2014	3/26-3/28/14	TRAVEL PER DIEM-WELL CONFERENCE	\$122.00
Remit to: MORENO VALLEY, CA					FYTD: \$350.75
HABITAT FOR HUMANITY RIVERSIDE	11991	03/31/2014	DRAW NO. 06	NSP 3-8 SINGLE FAMILY HOMES-24265 MYERS	\$21,163.61
Remit to: RIVERSIDE, CA					FYTD: \$252,630.63
HAMLIN, WILLIAM R.	11775	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: BEAUMONT, CA					FYTD: \$3,187.30
HANES, MARTIN D.	11776	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
HARDING, JOHN	220427	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: BANNING, CA					FYTD: \$3,187.30
HARRIMAN, CORINA	220491	03/10/2014	R13-068206	AS REFUND-S/N AND RABIES DEPOSITS	\$95.00
Remit to: YUCAIPA, CA					FYTD: \$95.00
HARRIS & ASSOCIATES	11745	03/03/2014	23943	CONSULTANT PLAN CHECK SVCS-JAN14	\$408.00
Remit to: CONCORD, CA					FYTD: \$45,215.50
HARRIS & ASSOCIATES	11944	03/24/2014	24274	CONSULTANT PLAN CHECK SVCS/PM 33361	\$6,156.00
			23661	CONSULTANT PLAN CHECK SVCS-PM 33361-DEC13	
			23660	CONSULTANT PLAN CHECK SVCS-PM 36463-DEC13	

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Remit to: CONCORD, CA					<u>FYTD:</u> \$45,215.50
HARRIS, TALESHA	220646	03/24/2014	1124965	REFUND READING RASCALS DUE TO LACK OF REGISTRATION	\$98.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$98.00
HARTMANN, RICK	220428	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: SAN DIMAS, CA					<u>FYTD:</u> \$3,187.30
HATFIELD, CHARLES	11777	03/04/2014	140301	RETIREE MED MAR '14	\$188.23
Remit to: LAS VEGAS, NV					<u>FYTD:</u> \$2,233.34
HAWKINS, MICHELLE	220579	03/17/2014	1123315	TOWNGATE RENTAL REFUND DEPOSIT/CREDIT	\$250.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$250.00
HAYWARD TILTON & ROLAPP INS. ASSOC., INC	11925	03/18/2014	386466	INSURANCE RENEWAL-SUBSTATION	\$9,958.80
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$9,958.80
HDL/HINDERLITER DE LLAMAS & ASSOCIATES	220609	03/24/2014	0021889-IN	SALES TAX AUDIT SVCS	\$1,164.52
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$23,361.85
HEACOCK CHIROPRACTIC CENTER	220402	03/03/2014	BL#22704-YR2014	REFUND OF PAYMENT FOR BL#22704	\$51.91
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$51.91
HEFFLEY, ROSS W.	11778	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: HEMET, CA					<u>FYTD:</u> \$3,187.30



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HEISTERBERG, ANTHONY	220429	03/04/2014	140301a	RETIREE MED 1/2 JAN-DEC 13, PD MAR '14	\$3,987.08
			140301	RETIREE MED MAR '14	
Remit to: ANZA, CA					FYTD: \$4,943.27
HERRICK, ROBERT D.	220430	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
HIGH TECH IRRIGATION, INC	220580	03/17/2014	BL#03100-YR2014	REFUND OF OVERPAYMENT FOR B/L#03100	\$47.02
Remit to: CHIRIACO SUMMIT, CA					FYTD: \$47.02
HINSON, RICK	220748	03/31/2014	R14-069949	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: TARZANA, CA					FYTD: \$75.00
HLP, INC.	11850	03/10/2014	9263	ANNUAL WEB LICENSE SVC FEE	\$3,840.00
Remit to: LITTLETON, CO					FYTD: \$22,631.25
HLP, INC.	11992	03/31/2014	9305	WEB LICENSE FEE-FEB14	\$32.55
Remit to: LITTLETON, CO					FYTD: \$22,631.25
HOLLAND, ERIC	220390	03/03/2014	3/11-3/14/14	TRAVEL PER DIEM-CSAIA SPRING CONFERENCE	\$140.00
Remit to: MORENO VALLEY, CA					FYTD: \$140.00
HOLT, ANITRA N	220431	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: CLERMONT, FL					FYTD: \$3,187.30
HOUSER, EDITH E.	220432	03/04/2014	140301	RETIREE MED MAR '14	\$318.73

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,187.30
HUA, JENNY,	220480	03/10/2014	FEB-2014	INSTRUCTOR SERVICES-DRAWING FOR KIDS CLASS	\$168.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,596.00
HUA, JENNY,	220639	03/24/2014	MAR-2014	INSTRUCTOR SERVICES-DRAWING FOR KIDS CLASS	\$210.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,596.00
ICMA RETIREMENT CORP	11828	03/07/2014	2014-00000277	8030 - DEF COMP 457 - ICMA	\$9,174.93
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$184,359.51
ICMA RETIREMENT CORP	11927	03/21/2014	2014-00000294	8030 - DEF COMP 457 - ICMA	\$9,174.93
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$184,359.51
IES COMMERCIAL, INC	11890	03/17/2014	106627	S2 SECURITY SOFTWARE UPGRADE & SUPPORT PLAN (3-YR OPTION)	\$10,079.26
			ACH010714	CREDIT INVOICE (RATE ADJ. TO INV#S 104137 & 104138)	
Remit to: TEMPE, AZ					<u>FYTD:</u> \$27,368.89
IES COMMERCIAL, INC	11945	03/24/2014	104359	WIRING REPAIRS-ANIMAL SHELTER FRONT DOOR LOCK	\$4,882.32
			106138	WIRING REPAIRS-CITY HALL FRONT DOOR	
			101187R	WIRING REPAIRS-PSB LOBBY DOORS	
			106867	FARGO DTC (1) PRINTER & (2) COLOR RIBBON	
Remit to: TEMPE, AZ					<u>FYTD:</u> \$27,368.89
IL SORRENTO MOBILE PARK	220369	03/03/2014	JAN-FEB14	REFUND-UUT FOR EXEMPT RESIDENTS	\$113.26



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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$889.53
IL SORRENTO MOBILE PARK	220689	03/31/2014	2/10-3/12/14	REFUND-UUT FOR EXEMPT RESIDENTS	\$88.02
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$889.53
IMANI PRAISE FELLOWSHIP CHURCH, ATTN MR MUPFAWA	220403	03/03/2014	1119146	REFUND FOR CRC RENTAL	\$425.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$425.00
ING USA ANNUITY & LIFE INSURANCE CO.	220610	03/24/2014	2014-00000289	8792 - ING - EMPLOYEE *	\$325.00
Remit to: DES MOINES, IA					<u>FYTD:</u> \$3,250.00
INLAND EMPIRE PROPERTY SERVICE, INC	11746	03/03/2014	3177	NUISANCE ABATEMENT SVCS-24326 VIA VARGAS DR	\$377.00
			3176	NUISANCE ABATEMENT SVCS-16792 HOLLYHOCK DR	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82,754.93
INLAND EMPIRE PROPERTY SERVICE, INC	11891	03/17/2014	3173	WEED ABATEMENT SVCS-APN 481-020-020	\$7,202.00
			3175	WEED ABATEMENT SVCS-POORMAN'S RESERVOIR	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82,754.93
INLAND PETROLEUM EQUIPMENT & REPAIR, INC	11993	03/31/2014	389507Ra	FUEL PUMP REPAIRS-FS#58	\$690.58
			393374	INSTALL FUEL PUMP HOLSTER KIT-FS#58	
Remit to: BLOOMINGTON, CA					<u>FYTD:</u> \$1,280.46
INSIDE PLANTS, INC.	220690	03/31/2014	50213	INDOOR PLANTS MAINT.-MAR14	\$327.00

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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: CORONA, CA					<u>FYTD:</u> \$2,943.00
INTER CITY ENERGY SYSTEMS	220581	03/17/2014	BL#10334-YR2014	REFUND OF OVERPAYMENT FOR B/L#10334	\$88.00
Remit to: SANTA FE SPRINGS, CA					<u>FYTD:</u> \$88.00
INTERNATIONAL CODE COUNCIL, INC.	220691	03/31/2014	INV0380964	CALIFORNIA FIRE CODE BOOKS	\$2,795.14
Remit to: CHICAGO, IL					<u>FYTD:</u> \$9,000.50
INTERNATIONAL PAVING SERVICES, INC	220404	03/03/2014	BL#22367-YR2014	REFUND OF PAYMENT FOR BL#22367	\$89.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$89.00
IPC INTERNATIOINAL CORPORATION	220749	03/31/2014	BL#03368-YR2014	REFUND OF OVERPAYMENT FOR BL#03368	\$62.00
Remit to: DEERFIELD, IL					<u>FYTD:</u> \$62.00
IRON MOUNTAIN, INC	220528	03/17/2014	0219458	OFF-SITE STORAGE OF CITY RECORDS-FEB14	\$1,494.13
Remit to: PASADENA, CA					<u>FYTD:</u> \$2,897.13
IRON MOUNTAIN, INC	220692	03/31/2014	0221842	OFF-SITE STORAGE OF CITY RECORDS-MAR14	\$1,403.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$2,897.13
J D H CONTRACTING	11851	03/10/2014	022714-01	DEMOLITION OF EXISTING MAINT. SHED-GOLF COURSE	\$8,491.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$97,765.87
J D H CONTRACTING	11994	03/31/2014	032414-01	REPAIR WATER DAMAGE TO DRYWALL-PSB	\$23,104.00
			031614-01	REPLACE ROOF ON WEST SIDE OF GOLF COURSE BLDG.	



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Remit to: RIVERSIDE, CA					FYTD: \$97,765.87
JACK HENRY & ASSOCIATES	220459	03/10/2014	1623138	PROFIT STARS CHARGES-DEC13	\$699.65
			1644231	PROFIT STARS CHARGES-JAN14	
Remit to: MONETT, MO					FYTD: \$3,720.70
JANNEY & JANNEY ATTORNEY SVCS, INC.	220611	03/24/2014	IEC403111517-01	DELIVERY SVCS-3/11/13	\$45.00
Remit to: RIVERSIDE, CA					FYTD: \$1,035.00
JENKINS, PAUL	11779	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: LAS VEGAS, NV					FYTD: \$2,231.11
JOE A. GONSALVES & SON	11852	03/10/2014	24199	LEGISLATIVE ADVOCACY SVCS-FEB14	\$3,000.00
Remit to: SACRAMENTO, CA					FYTD: \$33,180.00
JOE A. GONSALVES & SON	11892	03/17/2014	24274	LEGISLATIVE ADVOCACY SVCS-MAR14	\$3,045.00
Remit to: SACRAMENTO, CA					FYTD: \$33,180.00
JOHNSON, ELLEN	220433	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
JONES, SUSAN	11780	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
ITB SUPPLY CO., INC.	220693	03/31/2014	97281	TRAFFIC SIGNAL MAINT. SUPPLIES	\$4,017.60
Remit to: ORANGE, CA					FYTD: \$37,669.32

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KASHEFIPOUR, HOSSEIN	220481	03/10/2014	NOV-13	MILEAGE REIMBURSEMENT	\$122.50
			DEC-13	MILEAGE REIMBURSEMENT	
			JAN-14	MILEAGE REIMBURSEMENT	
			FEB-14	MILEAGE REIMBURSEMENT	
Remit to: RIVERSIDE, CA					FYTD: \$256.41
KASHEFIPOUR, HOSSEIN	220560	03/17/2014	OCT-13	MILEAGE REIMBURSEMENT	\$45.20
Remit to: RIVERSIDE, CA					FYTD: \$256.41
KEEP AMERICA BEAUTIFUL, INC.	220529	03/17/2014	KMVB22514	ADVERTISEMENT-I WANT TO BE RECYCLED CAMPAIGN	\$800.00
			NSF14-0544-IN1	2014 KAB ANNUAL AFFILIATE FEE	
Remit to: STAMFORD, CT					FYTD: \$800.00
KELLY, DANETTE	220493	03/10/2014	R14-069742	AS REFUND-S/N DEPOSITS ON 2 DOGS	\$150.00
Remit to: MORENO VALLEY, CA					FYTD: \$150.00
KENNEDY, ROBERT	220494	03/10/2014	R14-070277	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$75.00
KIDO, SHARI	220495	03/10/2014	R14-069791	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					FYTD: \$75.00
KING, PATRICIA A.	220434	03/04/2014	140301	RETIREE MED MAR '14	\$188.23
Remit to: LAS VEGAS, NV					FYTD: \$2,017.36
KLAUMINZER, TERRY	220640	03/24/2014	3/5-3/6/14	MILEAGE REIMBURSEMENT	\$143.92



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Remit to: MORENO VALLEY, CA					FYTD: \$143.92
KOLLAR, KYLE	11781	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
KOSMONT COMPANIES	220370	03/03/2014	0004	ECONOMIC DEVT. CONSULTANT SVCS-JAN14	\$1,145.30
Remit to: LOS ANGELES, CA					FYTD: \$16,437.65
KOSMONT COMPANIES	220694	03/31/2014	0005	ECONOMIC DEVT. CONSULTANT SVCS-FEB14	\$2,324.40
Remit to: LOS ANGELES, CA					FYTD: \$16,437.65
KUPSAK, STEVE	11782	03/04/2014	140301	RETIREE MED JAN '14, PD MAR '14	\$158.52
Remit to: LAS VEGAS, NV					FYTD: \$2,124.79
KYLE, GARY M.	11783	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: PRESCOTT VALLEY, AZ					FYTD: \$3,187.30
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	220695	03/31/2014	280055	LEGAL SVCS-MV1216	\$449.90
Remit to: LOS ANGELES, CA					FYTD: \$55,927.03
LAFATA, JOSEPHINE	11784	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
LAW OFFICE OF CHARISSE L. SMITH	220460	03/10/2014	1120	LEGAL SERVICES	\$1,079.30
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$2,392.80

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LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV	220612	03/24/2014	100813	STATEWIDE LOCAL ROADS AND STREETS NEEDS ASSESSMENT FUNDING	\$400.00
Remit to: SACRAMENTO, CA					FYTD: \$35,564.60
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV 1	220461	03/10/2014	03102014	GENERAL MEETING-3/10/14	\$125.00
Remit to: MIRA LOMA, CA					FYTD: \$685.00
LEE, JERI	220561	03/17/2014	FEB-2014	INSTRUCTOR SERVICES-ZUMBA KIDS CLASS	\$108.00
Remit to: MORENO VALLEY, CA					FYTD: \$650.80
LEE, LAWANDA	220647	03/24/2014	1125056	REFUND CLASS CANCELED MUSIC STAR	\$38.00
Remit to: MORENO VALLEY, CA					FYTD: \$38.00
LEIGHTON CONSULTING, INC.	11747	03/03/2014	14473	LINE F CHANNEL	\$1,973.00
Remit to: IRVINE, CA					FYTD: \$137,475.84
LEIGHTON CONSULTING, INC.	11893	03/17/2014	14507	SR-60 NASON STREET OVERCROSSING	\$3,048.26
Remit to: IRVINE, CA					FYTD: \$137,475.84
LEMON, ROBERT	220562	03/17/2014	3/26-3/28/14	TRAVEL PER DIEM-LEAGUE OF CA CITIES PW INSTITUTE	\$152.50
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$152.50
LESTER, TESSI	220496	03/10/2014	R14-069890	AS REFUND-S/N AND RABIES DEPOSITS	\$95.00
Remit to: TWENTYNINE PALMS, CA					FYTD: \$95.00
LEWIS, CAROLYN S.	11785	03/04/2014	140301	RETIREE MED MAR '14	\$188.23



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Remit to: MIDLAND, TX					FYTD: \$2,795.80
LEXISNEXIS PRACTICE MGMT.	11947	03/24/2014	1402080975	LEGAL RESEARCH TOOLS-CITY ATTY	\$1,180.00
Remit to: LOS ANGELES, CA					FYTD: \$12,030.00
LEYVA, MARGARITO	220671	03/24/2014	MV3140110035	REFUND-CITATION OVERPAYMENT	\$57.50
Remit to: RIALTO, CA					FYTD: \$57.50
LIEBERT, CASSIDY, WHITMORE	220371	03/03/2014	176437	LEGAL SVCS-RE: MO140-00013	\$8,653.47
Remit to: LOS ANGELES, CA					FYTD: \$54,933.82
LIEBERT, CASSIDY, WHITMORE	220462	03/10/2014	176436	LEGAL SVCS/MO140-00001	\$1,020.00
			02132014	WORKSHOPS-MANAGING THE MARGINAL EMPLOYEE & PERFORMANCE THRU EVAL	
			03132014	WORKSHOPS-PERFORMANCE MGT/PUBLIC SVC	
Remit to: LOS ANGELES, CA					FYTD: \$54,933.82
LIENHARD, DORI A.	220563	03/17/2014	3/24-3/27/14	TRAVEL PER DIEM & MILEAGE-WINDOWS SERVER 2012 TRAINING	\$252.00
Remit to: RANCHO MIRAGE, CA					FYTD: \$783.18
LINDO, HERMINA G.	11786	03/04/2014	140301	RETIREE MED JAN '14 (MED+TRICARE), PD MAR '14	\$232.62
Remit to: TITUSVILLE, FL					FYTD: \$2,429.20
LIVING WAY CHRISTIAN FELLOWSHIP, ATTN CHESTER YOUNG	220648	03/24/2014	1125111	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00

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LOGAN, CHARLES	11787	03/04/2014	140301	RETIREE MED MAR '14	\$188.23
Remit to: LAS VEGAS, NV					<u>FYTD:</u> \$1,907.60
LONGDYKE, DENNIS	11788	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$3,187.30
LOPEZ, ALEX	220649	03/24/2014	1122763	REFUND SCHEDULE CONFLICT GED CLASS	\$112.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$112.00
LOVE, JANETTE	220650	03/24/2014	R14-071041	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
LUMLEY, ROBERT C.	11789	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,187.30
LYNNAE WILLIAMS	220750	03/31/2014	BL#25336-YR2014	REFUND CUST RENEWED IN ERROR BL#25336	\$68.71
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$68.71
MACDONALD, GORDON	220564	03/17/2014	3/25-3/27/14	MILEAGE FOR WINDOWS SERVER 2012 TRAINING	\$100.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$100.80
MAGNOLIA POOL & SPA SUPPLY	220405	03/03/2014	BL#19449-YR2014	REFUND OF PAYMENT FOR BL#19449	\$45.25
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$45.25
MALCOLM SMITH MOTORCYCLES, INC.	11894	03/17/2014	100117272	12V BATTERIES PURCHASED FOR OFF ROAD VEHICLES BY PD POP UNIT	\$140.29
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$11,719.25



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MANDELL MUNICIPAL COUNSELING	220696	03/31/2014	FEB 2014	LEGAL SERVICES RE: CFD/LLD/LMD FORMATION	\$2,450.00
			JAN 2014	LEGAL SERVICES RE: CFD/LLD/LMD FORMATION	
Remit to: LOS ANGELES, CA					FYTD: \$2,450.00
MANUEL, ROBERT	220497	03/10/2014	R13-067807	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
MARCH AVIATION GALLERY	11895	03/17/2014	13157	LASER ENGRAVED PLAQUES-MCCLUNG & TORRES/VALOR AWARD	\$149.02
Remit to: MORENO VALLEY, CA					FYTD: \$1,109.32
MARCH JOINT POWERS AUTHORITY	220372	03/03/2014	0030340	GAS CHARGES-BLDG. 938-JAN14	\$16.77
			0030336	GAS CHARGES-MFPCC BLDG. 823-JAN14	
Remit to: RIVERSIDE, CA					FYTD: \$318,005.67
MARCH JOINT POWERS AUTHORITY	220697	03/31/2014	0030639	GAS CHARGES-MFPCC BLDG. 823-FEB14	\$11.63
			0030643	GAS CHARGES-BLDG. 938-FEB14	
Remit to: RIVERSIDE, CA					FYTD: \$318,005.67
MARINA LANDSCAPE, INC	11896	03/17/2014	8216021404	TREES INSTALLED-TOWNGATE E-1A LOCATION	\$16,233.34
			8216021400	LANDSCAPE MAINT.-ZONES E-1 & E-1A-FEB 2014	
Remit to: ANAHEIM, CA					FYTD: \$75,923.22
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	11853	03/10/2014	62394	LANDSCAPE MAINT.-LIBRARY-DEC13	\$652.00
			62258	LANDSCAPE MAINT.-LIBRARY-NOV13	

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Remit to: IRWINDALE, CA					<u>FYTD:</u> \$325,591.22
MARISCAL, ALFONSO	220672	03/24/2014	MV4131021010	REFUND-CITATION OVERPAYMENT	\$57.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$57.50
MARK COMPANY	220582	03/17/2014	BL#04199-YR2014	REFUND OF OVERPAYMENT FOR B/L#04199	\$52.50
Remit to: ORANGE, CA					<u>FYTD:</u> \$52.50
MATHIS, NOLAN	11790	03/04/2014	140301	RETIREE MED JAN '14, PD MAR '14	\$305.80
Remit to: JACKSON, KY					<u>FYTD:</u> \$2,997.20
MAXINOSKI, SUE A.	11791	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: AVINGER, TX					<u>FYTD:</u> \$3,187.30
MAYANS DEVELOPMENT INC	220698	03/31/2014	1176	ADDTL. HOLDING COSTS 2/8-3/1/14 FOR REHAB AT 26066 ROJO TIERRA	\$2,174.11
			1178	ADDTL. REHAB, HOLDING COSTS AND P&O-26066 ROJO TIERRA PROPERTY	
Remit to: YORBA LINDA, CA					<u>FYTD:</u> \$109,369.70
MCCARTHY, AARONYA	220651	03/24/2014	1124932	REFUND FOR PEE WEE JUNIOR FLAG FOOTBALL	\$62.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62.00
MCFARLAND, MAUREEN	220751	03/31/2014	R13-067899	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
McKINLEY, MICHAEL WILLIAM	220583	03/17/2014	P14530/P14374	REFUND OF TAXES INTERCEPTED IN ERROR FOR CITATIONS ISSUED TO SON	\$304.00



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Remit to: MORENO VALLEY, CA					FYTD: \$304.00
MEDINA, MARIA	220652	03/24/2014	1124947	REFUND LEVEL GED	\$112.00
Remit to: MORENO VALLEY, CA					FYTD: \$112.00
MEEKS, DANIEL	11748	03/03/2014	021314	SPORTS OFFICIATING SERVICES-SOFTBALL	\$126.00
			022014	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					FYTD: \$2,218.00
MEEKS, DANIEL	11948	03/24/2014	030914	SPORTS OFFICIATING SERVICES-SOFTBALL	\$168.00
			030614	SPORTS OFFICIATING SERVICES-SOFTBALL	
			022714	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					FYTD: \$2,218.00
MEFFERD, LLAMILET	220498	03/10/2014	R14-070938	AS REFUND-OVERPMT ON LICENSE	\$7.00
Remit to: MORENO VALLEY, CA					FYTD: \$7.00
MENGISTU, YESHIALEM	220565	03/17/2014	2/4-2/28/14	MILEAGE REIMBURSEMENT	\$156.80
Remit to: MORENO VALLEY, CA					FYTD: \$1,253.40
MESA ENERGY SYSTEMS EMCOR SERVICE	220584	03/17/2014	BL#18607-YR2014	REFUND OF OVERPAYMENT FOR B/L#18607	\$49.58
Remit to: IRVINE, CA					FYTD: \$49.58
MESSIN, LOUIS	11792	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: BULLHEAD CITY, AZ					FYTD: \$3,187.30

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METZ, RANDALL	220391	03/03/2014	3/9-3/14/14	TRAVEL PER DIEM-CALIF. FIRE PREVENTION INSTITUTE	\$363.00
Remit to: ARCADIA, CA					<u>FYTD:</u> \$2,111.50
MEYERS, NAVE, RIBACK, SILVER & WILSON	220700	03/31/2014	2014020628	LEGAL SERVICES-FED SUBPOENAS-FEB14	\$6,295.00
			2014020626	LEGAL SERVICES-FEB14	
Remit to: OAKLAND, CA					<u>FYTD:</u> \$359,295.86
MICON CONSTRUCTION, INC.	11949	03/24/2014	7747-01	PLAYGROUND EQUIPMENT REPAIR AT CELEBRATION PARK	\$7,625.00
Remit to: PLACENTIA, CA					<u>FYTD:</u> \$42,308.50
MICRO SYSTEMATION, INC	220701	03/31/2014	301787	3-YR SOFTWARE LICENSE/MAINTENANCE RENEWAL-XRY FORENSIC TOOL	\$9,685.00
Remit to: ALEXANDRIA, VA					<u>FYTD:</u> \$9,685.00
MILES, ROBERT	11793	03/04/2014	140301	RETIREE MED MAR '14	\$179.21
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,594.76
MINARD, MARK E.	11794	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: REDLANDS, CA					<u>FYTD:</u> \$3,187.30
MINDEN STORM DRAIN STRUCTURES	220585	03/17/2014	BL#24278-YR2014	REFUND OF OVERPAYMENT FOR B/L#24278	\$50.00
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$50.00
MITY-LITE, INC.	220702	03/31/2014	IN-550150	PURCHASE OF BANQUET TABLES	\$4,514.17
Remit to: OREM, UT					<u>FYTD:</u> \$7,417.66



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MMASC	220703	03/31/2014	REGISTR.-4/10/14	REGISTRATION FEE FOR ROBERT LEMON-TRACKSIDE LUNCHEON W/CITY MGRS	\$30.00
Remit to: FLINTRIDGE, CA					FYTD: \$30.00
MOLLICA, MIKE	11795	03/04/2014	140301	RETIREE MED MAR '14	\$401.42
Remit to: DUNNELLON, FL					FYTD: \$4,014.20
MONTGOMERY PLUMBING INC	220464	03/10/2014	021214	FURNISH & INSTALL 2 NEW VALVES/DEMO & REPAIR TILE & DRYWALL-EOC	\$5,687.50
			021214 SC	CLEAR GREASE INTERCEPTER LINE-SENIOR CENTER WO#14-0257	
			021114	FURNISH & INSTALL CAGE & CONCRETE PAD FOR BACKFLOW-CITY YARD	
			021314	EMERGENCY SERVICE FOR RAW SEWAGE LEAK-SENIOR CENTER WO#14-0281	
			013014	ADJUSTMENT TO WATER HEATER-CITY HALL WO#14-0236	
Remit to: MORENO VALLEY, CA					FYTD: \$17,183.50
MONTGOMERY PLUMBING INC	220530	03/17/2014	020614	CLEAR DISPOSAL IN BREAKROOM-CITY HALL WO#13-1042	\$87.50
Remit to: MORENO VALLEY, CA					FYTD: \$17,183.50
MONTGOMERY PLUMBING INC	220613	03/24/2014	031314	UNCLOGGED & RESET 2 URINALS-LIBRARY	\$5,730.00
			031114	FURNISH & INSTALL 2 DELTA SHOWER VALVES W/TRIM-CRC WO#14-0256	
			031614	SENIOR CENTER SEWAGE LINE REPAIR WO#14-0281	
			030914	VARIOUS PLUMBING REPAIRS AT PSB, CRC, & FS #48	
			031014	PLUMBING REPAIRS-SENIOR CENTER/VAULT & VACUUM BREAKER ON TOILET	

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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: MORENO VALLEY, CA					<u>FYTD:</u> \$17,183.50
MORA, PATRICIA A.	11796	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,187.30
MORALES, KAREN R.	220435	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,912.38
MORENO VALLEY BLACK CHAMBER OF COMMERCE	220704	03/31/2014	1495-40	MVBCC ANNUAL MEMBERSHIP	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
MORENO VALLEY CHAMBER OF COMMERCE	220483	03/10/2014	4088	WAKE-UP MEETING ATTENDANCE - 2/26/14	\$45.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$13,756.07
MORENO VALLEY CHAMBER OF COMMERCE	220614	03/24/2014	03212014	REIMB-REGIS FEE FOR SHANNA PALAU-SCACCE TRAINING	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$13,756.07
MORENO VALLEY CITY EMPLOYEES ASSOC.	11829	03/07/2014	2014-00000278	8710 - MVCEA EMPLOYEE DUES	\$1,310.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$26,714.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	11928	03/21/2014	2014-00000295	8710 - MVCEA EMPLOYEE DUES	\$1,310.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$26,714.00
MORENO VALLEY HISTORICAL SOCIETY	220728	03/31/2014	04-11-14 EVENT	REGISTR.-DINNER & SILENT AUCTION-MAYOR OWINGS/J. MOLINA/V. BACA	\$90.00



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Remit to: MORENO VALLEY, CA					FYTD: \$90.00
MORGAN, LISA A.	11797	03/04/2014	140301	RETIREE MED MAR '14	\$276.50
Remit to: MENTONE, CA					FYTD: \$3,018.38
MR. CLEAN MAINTENANCE SYSTEMS	11898	03/17/2014	10970	PRESSURE WASHING AT CRC-2/16/14 TICKET 16420	\$200.00
Remit to: COLTON, CA					FYTD: \$6,820.22
MR. CLEAN MAINTENANCE SYSTEMS	11996	03/31/2014	11014	FLOOR CLEANING PRODUCTS AND MOP HEADS FOR GYM FLOOR	\$165.02
Remit to: COLTON, CA					FYTD: \$6,820.22
MSA INLAND EMPIRE/DESERT CHAPTER	220705	03/31/2014	2014 DUES (3)	2014 MSA MEMBERSHIP DUES-ANDY MCDONEL	\$150.00
			2014 DUES (2)	2014 MSA MEMBERSHIP DUES-BRIAN DURFEE	
			2014 DUES (1)	2014 MSA MEMBERSHIP DUES-ROBERT LEMON	
Remit to: GUAISTI, CA					FYTD: \$150.00
MTGL, INC	11854	03/10/2014	48862	CACTUS AVENUE WIDENING	\$658.00
Remit to: ANAHEIM, CA					FYTD: \$6,601.00
MYERS, WENDY	220653	03/24/2014	R13-068467	AS REFUND-RABIES & S/N DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
NATIONWIDE RETIREMENT SOLUTIONS CP	11830	03/07/2014	2014-00000279	8010 - DEF COMP 457 - NATIONWIDE*	\$23,300.04
Remit to: COLUMBUS, OH					FYTD: \$641,143.46

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NATIONWIDE RETIREMENT SOLUTIONS CP	11831	03/07/2014	2014-00000280	8020 - DEF COMP PST - NATIONWIDE	\$1,941.82
Remit to: COLUMBUS, OH					FYTD: \$641,143.46
NATIONWIDE RETIREMENT SOLUTIONS CP	11929	03/21/2014	2014-00000299	8010 - DEF COMP 457 - NATIONWIDE*	\$23,400.04
Remit to: COLUMBUS, OH					FYTD: \$641,143.46
NATIONWIDE RETIREMENT SOLUTIONS CP	11931	03/21/2014	2014-00000301	8020 - DEF COMP PST - NATIONWIDE*	\$2,093.98
Remit to: COLUMBUS, OH					FYTD: \$641,143.46
NAVARRETTE, RALPH	11798	03/04/2014	140301	RETIREE MED MAR '14	\$179.21
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,594.76
NELSON, CHRISTINA	220654	03/24/2014	10221107	DUPLICATE PAYMENT	\$41.44
Remit to: CHINO HILLS, CA					FYTD: \$41.44
NELSON, ROBERT	11799	03/04/2014	140301	RETIREE MED MAR '14	\$208.36
Remit to: ONTARIO, CA					FYTD: \$2,366.02
NEUSTAEDTER, CRAIG S	220436	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: IRVINE, CA					FYTD: \$3,187.30
NEW HORIZON MOBILE HOME PARK	11899	03/17/2014	FEB 2014	REFUND-UUT FOR EXEMPT RESIDENTS	\$22.13
Remit to: LOS ANGELES, CA					FYTD: \$202.85
NEXUS IS, INC.	11997	03/31/2014	SVC0071202	NEC SIP PHONES PURCHASE	\$3,310.57



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Remit to: VALENCIA, CA					FYTD: \$40,420.15
NGUYEN, QUANG	11900	03/17/2014	JAN-FEB 2014	MILEAGE REIMBURSEMENT	\$172.48
Remit to: BUENA PARK, CA					FYTD: \$625.06
NIEBURGER, JUDITH A.	220437	03/04/2014	140301	RETIREE MED MAR '14	\$401.42
Remit to: MORENO VALLEY, CA					FYTD: \$4,014.20
NOBLE AMERICAS ENERGY SOLUTIONS	11950	03/24/2014	140430003425971	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	\$5,855.77
Remit to: PASADENA, CA					FYTD: \$2,659,820.13
NOBLE AMERICAS ENERGY SOLUTIONS	11951	03/24/2014	609617	WHOLESALE POWER FEB 2014-RESOURCE ADEQUACY	\$22,850.00
Remit to: SAN DIEGO, CA					FYTD: \$2,659,820.13
NORTHSTAR ALARM SERVICES CA, LP	220752	03/31/2014	BL#24243-YR2014	REFUND OF OVERPAYMENT FOR BL#24243	\$14.63
Remit to: OREM, UT					FYTD: \$14.63
NOSSAMAN, LLP.	220465	03/10/2014	423741	LEGAL SERVICES	\$792.00
Remit to: LOS ANGELES, CA					FYTD: \$13,307.69
ONLINE-MSDS.COM BY KHA	220511	03/10/2014	20131254	MSDS SVCS-WORKPLACE SAFETY	\$1,976.40
Remit to: HAMMOND, IN					FYTD: \$1,976.40
ORROCK, POPKA, FORTINO & BRISLIN	11998	03/31/2014	90-037M STMT 9	LEGAL DEFENSE COSTS-O. RODRIGUEZ CASE	\$5,996.00
			90-039M STMT 7	LEGAL DEFENSE COSTS-M. MOSLEY CASE	

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ORROCK, POPKA, FORTINO & BRISLIN	11998	03/31/2014	90-040M STMT 4	LEGAL DEFENSE COSTS-WALDEN ENVIRONMENT CASE	\$5,996.00
Remit to: RIVERSIDE, CA					FYTD: \$33,718.72
OVERLAND PACIFIC & CUTLER, INC.	11901	03/17/2014	1310073	PVSD TO CACTUS - ON CALL ROW	\$1,050.00
Remit to: LONG BEACH, CA					FYTD: \$17,630.00
PACIFIC ALARM SERVICE, INC	11855	03/10/2014	R 99728	BURGLAR ALARM SYSTEM RENT/SVC/MONITORING-MVU SUBSTATION/JAN14	\$732.00
			R 100470	BURGLAR ALARM SYSTEM RENT/SVC/MONITORING-MVU SUBSTATION/FEB14	
			R 101209	BURGLAR ALARM SYSTEM RENT/SVC/MONITORING-MVU SUBSTATION/MAR14	
Remit to: BEAUMONT, CA					FYTD: \$9,483.00
PACIFIC PRODUCTS & SERVICES, INC	220532	03/17/2014	17302	3/8" STEEL DRIVE RIVETS	\$3,240.00
Remit to: HIGHLAND, CA					FYTD: \$4,536.00
PACIFIC TELEMAGEMENT SERVICES	11952	03/24/2014	623268	PAY PHONE SERVICES	\$313.20
			623268a	STATION PAY PHONE SERVICES	
Remit to: SAN RAMON, CA					FYTD: \$3,163.32
PAINTING BY ZEB BODE	11953	03/24/2014	031814	RESURFACING OF CELEBRATION PARK SPLASH PAD JOB- PROGRESS PAYMENT	\$1,975.00
Remit to: NORCO, CA					FYTD: \$56,839.50
PALOMAREZ, LOUISE	220586	03/17/2014	R14-070288	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00



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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
PAM'S DONUTS	220753	03/31/2014	BL#08775-YR2014	REFUND OF OVERPAYMENT FOR BL#08775	\$76.62
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$76.62
PARADIGM ENERGY CONSULTING	11902	03/17/2014	MVU-02-2014	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN	\$1,550.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$43,574.98
PARSONS BRINCKERHOFF, INC	11903	03/17/2014	AR 542870	SR 60 DAY STREET RELINQUISHMENT	\$20,981.57
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$38,265.90
PARSONS BRINCKERHOFF, INC	220509	03/10/2014	AR 542897	CACTUS AVENUE WIDENING	\$8,710.26
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$38,265.90
PATIO GUY	220499	03/10/2014	B1400294	REFUND 80% PERMIT FEE FOR 25309 WHITE BIRCH LN.-NO ELECTRICAL	\$125.60
Remit to: MURRIETA, CA					<u>FYTD:</u> \$125.60
PATTERSON, ALFREY	220438	03/04/2014	140301	RETIREE MED MAR '14	\$179.21
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,594.76
PAUL GROTEFEND	220676	03/27/2014	3/31-4/4/14	TRAVEL PER DIEM-ICI BURGLARY, THEFT INVESTIGATIONS TRAINING	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$450.00
PELGONE, CALVIN	220655	03/24/2014	1126056	TOWNGATE RENTAL REFUND DEPOSIT MINUS BALANCE DUE	\$168.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$168.00

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PENA, PERLA	220656	03/24/2014	1119542	REFUND FOR ELECTRICITY FOR SHELTER RENTAL	\$35.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$35.00
PERCEPTIVE ENTERPRISES, INC.	11999	03/31/2014	NOV 2012-JUN '13 MVL-12	RCTC SMALL BUSINESS EXPO DBE SERVICES	\$6,849.60
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$6,849.60
PEREA, MARK	220754	03/31/2014	R14-069754	AS REFUND-RABIES & S/N DEPOSITS	\$95.00
Remit to: VICTORVILLE, CA					<u>FYTD:</u> \$95.00
PEREZ, SERGIO	220657	03/24/2014	R14-071229	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
PERRY, NORMA	11800	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: LOCKEFORD, CA					<u>FYTD:</u> \$3,187.30
PERS LONG TERM CARE PROGRAM	220533	03/17/2014	2014-00000273	4720 - PERS LONG TERM CARE	\$458.63
Remit to: PASADENA, CA					<u>FYTD:</u> \$9,631.23
PERS LONG TERM CARE PROGRAM	220615	03/24/2014	2014-00000290	4720 - PERS LONG TERM CARE	\$458.63
Remit to: PASADENA, CA					<u>FYTD:</u> \$9,631.23
PERS RETIREMENT	11869	03/14/2014	P140214a	PERS RETIREMENT - CLASSIC	\$1,744.54
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$4,826,418.41
PERS RETIREMENT	11870	03/14/2014	P140214b	PERS RETIREMENT - PEPRA	\$10,144.27



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Remit to: SACRAMENTO, CA					FYTD: \$4,826,418.41
PERS RETIREMENT	11966	03/28/2014	P140228a	PERS RETIREMENT - CLASSIC	\$1,203.59
Remit to: SACRAMENTO, CA					FYTD: \$4,826,418.41
PERS RETIREMENT	11967	03/28/2014	P140228b	PERS RETIREMENT - PEPRA	\$10,651.57
Remit to: SACRAMENTO, CA					FYTD: \$4,826,418.41
PETTY CASH - FINANCE	220616	03/24/2014	03/13/14	PETTY CASH FUND REPLENISHMENT	\$2,495.36
Remit to: MORENO VALLEY, CA					FYTD: \$6,511.67
PIONEER CREDIT RECOVERY, INC	220534	03/17/2014	2014-00000274	1015 - GARNISHMENT - CREDITOR %	\$213.23
Remit to: ARCADE, NY					FYTD: \$1,404.40
PIONEER CREDIT RECOVERY, INC	220617	03/24/2014	2014-00000291	1015 - GARNISHMENT - CREDITOR %	\$216.02
Remit to: ARCADE, NY					FYTD: \$1,404.40
PIP PRINTING	11904	03/17/2014	54650	FOLDING & STUFFING OF INSERTS FOR BUS. LIC. RENEWAL 2ND NOTICE	align="right">\$1,916.94
			54480	FOLDING & STUFFING OF INSERTS FOR BUSINESS LICENSES	
			54410	PRINTING & MAILING OF ONLINE BUS. LICENSE RENEWAL REMINDERS	
Remit to: MORENO VALLEY, CA					FYTD: \$9,480.26
PLACEWORKS, INC	220706	03/31/2014	53255	PEER REVIEW OF THE EIR FOR FIRST NANDINA LOGISTICS PROJECT	\$4,227.90
Remit to: SANTA ANA, CA					FYTD: \$4,227.90
POE, SARAH	220658	03/24/2014	1121253	REFUND FOR PICNIC SHELTER (RAIN)	\$156.00

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$156.00
POUNDS, NANCY	11801	03/04/2014	140301	RETIREE MED FEB '14, PD MAR '14	\$318.73
Remit to: BOISE, ID					<u>FYTD:</u> \$3,187.30
PREMIER CONTRACTORS, INC	220406	03/03/2014	BL#26526-YR2014	REFUND OF PAYMENT FOR BL#26526	\$87.50
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$87.50
PRESTON, REBECCA	220659	03/24/2014	1123547	REFUND FOR YOGA REQUESTED BY CUSTOMER	\$42.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$42.00
PRICE, GEORGE E.	11802	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,187.30
PRO NAILS & HAIR	220407	03/03/2014	BL#21642-YR2014	REFUND OF PAYMENT FOR BL#21642	\$65.78
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.78
PROFESSIONAL COMMUNICATIONS NETWORK PCN	220619	03/24/2014	140300454	LIVE ANSWERING SERVICE FOR TOW PROGRAM	\$477.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,554.15
PSOMAS	220536	03/17/2014	94456	SR 60 NASON STREET OVERCROSSING IMPROVEMENTS	\$5,307.54
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$99,069.29
PULLIAM, TRENT D.	11803	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$3,187.30



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QDOBA MEXICAN GRILL #2374	220408	03/03/2014	BL#20367-YR2014	REFUND OF PAYMENT FOR BL#20367	\$62.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$62.00
RAMOS, ROBERTO	220729	03/31/2014	FEB-2014 MAR-2014	INSTRUCTOR SERVICES-KINDER KARATE & TAE KWON DO CLASSES INSTRUCTOR SERVICES-KINDER KARATE & TAE KWON DO CLASSES	\$543.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,148.80
RASILLA , CAROLINA	220660	03/24/2014	1124951	REFUND REQUESTED BY PARENT T4T'S	\$42.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$42.00
RAY-RAMIREZ, DARCY L.	220439	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,187.30
RCCD FOUNDATION	220620	03/24/2014	03282014	REGIS. FEE-INAUGURAL CESAR E. CHAVEZ SCHOLARSHIP BREAKFST	\$25.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$25.00
RED RIBBON BAKESHOP	220409	03/03/2014	BL#15282-YR2014	REFUND OF PAYMENT FOR BL#15282	\$62.00
Remit to: INDUSTRY, CA					<u>FYTD:</u> \$62.00
REED, ALICIA S.	220440	03/04/2014	140301	RETIREE MED JAN-DEC'13, PD MAR '14	\$3,824.76
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,824.76
REGAL POLY & PAPER CO	220587	03/17/2014	BL#05611-YR2014	REFUND OF OVERPAYMENT FOR B/L#05611	\$95.49
Remit to: COMMERCE, CA					<u>FYTD:</u> \$95.49
REPLANET, LLC	220410	03/03/2014	BL#25830-YR2014	REFUND OF OVERPAYMENT FOR BL#25830	\$63.43

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Remit to: ONTARIO, CA					<u>FYTD:</u> \$63.43
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	11749	03/03/2014	11215162	LINENS RENTAL FOR CRC BANQUET ROOM	\$43.25
			S293870	LINENS FOR SPECIAL EVENTS AT CRC	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,421.93
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	11905	03/17/2014	11220933	LINENS RENTAL FOR CRC BANQUET ROOM	\$71.52
			S290002	LINENS FOR SPECIAL EVENTS AT CRC	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,421.93
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	11955	03/24/2014	11226535	LINENS RENTAL FOR CRC BANQUET ROOM	\$148.87
			S298271	LINENS FOR SPECIAL EVENTS AT CRC	
			S300536	LINENS FOR SPECIAL EVENTS AT CRC	
			11231396	LINENS RENTAL FOR CRC BANQUET ROOM	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,421.93
REYES, MARTHA	220755	03/31/2014	1126895	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
RICK ENGINEERING COMPANY	11906	03/17/2014	35957	LINE F STAGE 2	\$18,690.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$89,767.50
RIGEL PRODUCTS & SERVICE	220596	03/17/2014	2988	REPAIR OF PIONJAR TOOLS-TWO COBRAS	\$656.01
Remit to: CRESTLINE, CA					<u>FYTD:</u> \$656.01



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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>
RIGHTWAY SITE SERVICES, INC.	220537	03/17/2014	736318	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.	\$715.98
			736225	PORTABLE RESTROOM/SVC-COTTONWOOD GOLF COURSE	
			736226	PORTABLE RESTROOMS/SVC-EQUESTRIAN CENTER	
			736227	PORTABLE RESTROOMS/SVC-MARCH MIDDLE SCHOOL	
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$6,908.41
RIV CO FLOOD CONTROL & WATER CONSERVATN	220466	03/10/2014	FC0000014214	FY13/14 COST SHARING-CONSULTANT SVCS FOR SANTA ANA NPDES PERMIT	\$23,708.27
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$23,708.27
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	220467	03/10/2014	IN0192814	HEALTH PERMIT-BETHUNE PARK SNACK BAR	\$578.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,182.00
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	220567	03/17/2014	07042014	HEALTH PERMIT FOR JULY 4, 2014-MT VIEW MIDDLE SCHOOL	\$333.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,182.00
RIVERSIDE COUNTY ECONOMIC DEV'T. AGENCY	220374	03/03/2014	2014-01	EXPORT MAGAZINE ADVERTISEMENT-12 ISSUES	\$2,500.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,100.00
RIVERSIDE COUNTY ECONOMIC DEV'T. AGENCY	220707	03/31/2014	2014-103	ICSC LAS VEGAS RECON-5/18-5/20/14	\$1,600.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,100.00
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	220538	03/17/2014	9990023000-1307	MONTHLY COUNTY MPD RADIO LEASE & MAINT. JUL-OCT 2013	\$1,139.40

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RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	220538	03/17/2014	9990023000-1311	MONTHLY COUNTY MPD RADIO LEASE & MAINT.-NOV 2013	\$1,139.40
			9990023000-1312	MONTHLY COUNTY MPD RADIO LEASE & MAINT.-DEC 2013	
Remit to: RIVERSIDE, CA					FYTD: \$4,889.74
RIVERSIDE COUNTY OFFICE OF EDUCATION	220375	03/03/2014	03182014	REGIS-RIV CTY STATE OF EDUC ADDRESS	\$110.00
Remit to: RIVERSIDE, CA					FYTD: \$110.00
RN AUTO ELECTRIC	220588	03/17/2014	BL#05725-YR2014	REFUND OF OVERPAYMENT FOR B/L#05725	\$90.42
Remit to: MORENO VALLEY, CA					FYTD: \$90.42
ROBERT LEW RENTAL PROPERTY	220756	03/31/2014	BL#27062-YR2014	REFUND OF OVERPAYMENT FOR BL#27062	\$71.79
Remit to: ROWLAND HEIGHTS, CA					FYTD: \$71.79
ROCHA, SAMUEL	220673	03/24/2014	MVP51706	REFUND-CITATION OVERPAYMENT	\$59.00
Remit to: MORENO VALLEY, CA					FYTD: \$59.00
ROCHA, SARA L.	11804	03/04/2014	140301	RETIREE MED DEC '13-FEB'14 & MAR-MAY '14 MEDI, PD MAR '14	\$831.60
Remit to: QUEEN CREEK, AZ					FYTD: \$2,460.00
ROGERS, EUGENE	11805	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: PEBBLE BEACH, CA					FYTD: \$3,187.30
ROMERO JR., ROBERT	220568	03/17/2014	3/24-3/25/14	TRAVEL PER DIEM & MILEAGE-AQUATIC FACILITY OPERATOR SEMINAR	\$158.58
Remit to: MORENO VALLEY, CA					FYTD: \$158.58



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ROSENOW SPEVACEK GROUP (RSG, INC.)	220468	03/10/2014	0029711	CONSULTANT SERVICES-ELIGIBILITY REVIEW/BADILLA	\$500.00
Remit to: SANTA ANA, CA					FYTD: \$500.00
ROSS, DAVID T.	11806	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
ROSSON, LOUIS A.	11807	03/04/2014	140301a 140301	RETIREE MED MAR '14 RETIREE MED MAR '14	\$272.47
Remit to: PERRIS, CA					FYTD: \$2,612.60
ROSY BEAUTY SALON	220758	03/31/2014	BL#09068-YR2014	REFUND OF OVERPAYMENT FOR BL#09068	\$68.00
Remit to: MORENO VALLEY, CA					FYTD: \$68.00
ROTO-ROOTER PLUMBERS	12000	03/31/2014	IE252236	MAIN LINE CLEARED-JFK PARK	\$315.90
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$2,197.84
ROUSE, ELAINE	220661	03/24/2014	R14-070419	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
RUIZ, CARLOS	220500	03/10/2014	R14-070532	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: LOMA LINDA, CA					FYTD: \$20.00
RUSSO, JOHN	11808	03/04/2014	140301	RETIREE MED MAR '14	\$179.21
Remit to: RANCHO MIRAGE, CA					FYTD: \$1,594.76
S. CALIF. MUNICIPAL ATHLETIC FEDERATION	220376	03/03/2014	1997	TEAM REGISTRATION-YOUTH BASKETBALL 1/7/14-3/1/14	\$200.00

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S. CALIF. MUNICIPAL ATHLETIC FEDERATION	220376	03/03/2014	2146	MEMBERSHIP DUES 2014 FOR K. CALLISTER & M. SMITH	\$200.00
Remit to: SOUTH EL MONTE, CA					<u>FYTD:</u> \$200.00
S.O.G.	220417	03/03/2014	3/15/14 LA HIDTA	REGISTR. FEES FOR 3 TO COVERT LOCK PICKING TACTICS COURSE	\$300.00
Remit to: WHITTIER, CA					<u>FYTD:</u> \$300.00
SA ASSOCIATES	11907	03/17/2014	SUBSTA-02	CONSULTANT ENGINEERING SVCS.-SOUTH INDUSTRIAL SUBSTATION PROJECT	\$17,412.75
Remit to: ARCADIA, CA					<u>FYTD:</u> \$31,100.00
SACRAMENTO MUNICIPAL UTILITY DISTRICT	220759	03/31/2014	REGISTR-P. RASSO	CALIF. MUNICIPAL RATES GROUP SPRING CONF.-APRIL 24-25, 2014	\$230.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$230.00
SALAIZ, STEVE	220392	03/03/2014	FEB-2014	INSTRUCTOR SERVICES-TAE KWON DO CLASS	\$39.00
Remit to: MIRA LOMA, CA					<u>FYTD:</u> \$432.00
SANCHEZ, ALMA	220501	03/10/2014	1121862	REFUND FOR TOWNGATE RENTAL DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
SC SIGNS	220621	03/24/2014	MAY2013-JAN2014	SITE POSTINGS-PLANNING COMMISSION & CITY COUNCIL PUBLIC HEARINGS	\$3,800.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$8,930.00
SCHIEFELBEIN, LORI C.	220377	03/03/2014	FEB 2014	CONSULTANT SERVICES-ROTATIONAL TOW PROGRAM	\$797.50
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$15,736.24
SCHIEFELBEIN, LORI C.	220441	03/04/2014	140301	RETIREE MED JAN-FEB '14, PD MAR '14	\$637.46



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Remit to: BULLHEAD CITY, AZ					FYTD: \$15,736.24
SCHLECHTER, JOHN A.	220760	03/31/2014	206669 2/28/11	REISSUE UNCLAIMED CK FOR BUS LIC REFUND	\$85.75
Remit to: IRVINE, CA					FYTD: \$85.75
SCHUMAN, MICHAEL	11809	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: GARDNERVILLE, NV					FYTD: \$3,187.30
SCOTT FAZEKAS & ASSOCIATES, INC	220708	03/31/2014	17311	PLAN CHECK SERVICES FOR BLDG. & SAFETY DEPT.	\$5,894.77
Remit to: IRVINE, CA					FYTD: \$38,681.70
SCOTT, SHEILA	220589	03/17/2014	R14-069368	AS REFUND-RABIES DEP ON 2 DOGS	\$40.00
Remit to: BEAUMONT, CA					FYTD: \$40.00
SECTRAN SECURITY, INC	220622	03/24/2014	14030678 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY	\$477.00
			14030678 - CH	ARMORED TRANSPORT SERVICES-CITY HALL	
			14030678 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS.	
Remit to: LOS ANGELES, CA					FYTD: \$4,293.00
SECURITY LOCK & KEY	11750	03/03/2014	26353	LOCK SETS REPAIR & KEYS FOR TOWNGATE KITCHEN	\$168.81
			26328	DUPLICATE KEYS FOR TOWNGATE C.C & CRC	
Remit to: YUCAIPA, CA					FYTD: \$10,322.70
SECURITY LOCK & KEY	11856	03/10/2014	26436	LOCK REPAIR-PD MALL OFFICE DOOR	\$67.50
Remit to: YUCAIPA, CA					FYTD: \$10,322.70

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SECURITY LOCK & KEY	11908	03/17/2014	26438	LOCK REPAIR AT FIRE ST. #48-CYLINDER COMBINATION CHANGE	\$77.51
			26444	DUPLICATE KEYS FOR TOWNGATE & PRO SHOP	
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$10,322.70
SECURITY LOCK & KEY	11956	03/24/2014	26419	DUPLICATE KEYS-MASTER FOR TOWNGATE & COTTONWOOD WO#14-0224	\$1,068.52
			26426	EMERGENCY DOOR REPAIR-LIBRARY WO#14-0171	
			26437	LOCK CYLINDER COMBINATION CHANGE AT ANIMAL SHELTER	
			26427	NEW HANDLE FOR OFFICE IN FINANCE-CITY HALL WO#13-2264	
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$10,322.70
SECURITY LOCK & KEY	12001	03/31/2014	26410	LOCK REPAIR-TOWNGATE TIME-4-TOTS ROOM DOOR	\$120.00
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$10,322.70
SERRANO, AMANDA	220411	03/03/2014	1118698	REFUND FOR PICNIC SHELTER	\$29.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$29.60
SHARRETT, SHARON K.	11810	03/04/2014	140301	RETIREE MED MAR '14	\$175.97
Remit to: ONTARIO, CA					<u>FYTD:</u> \$1,744.10
SHEFFIELD FORECLOSURE RENOVATION	11867	03/06/2014	W140303	DEVELOPER FEE-INV#MV0247	\$16,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$344,131.76
SHELDON, STUART H.	11811	03/04/2014	140301	RETIREE MED MAR '14	\$179.21
Remit to: MURRIETA, CA					<u>FYTD:</u> \$2,629.22



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SHELL OIL CO.	220623	03/24/2014	065124489403	FUEL PURCHASES-PD MOTORCYCLES	\$1,417.27
Remit to: COLUMBUS, OH					FYTD: \$13,152.25
SIMMONS, SCOTT	220569	03/17/2014	3/25-3/27/14	MILEAGE FOR WINDOWS SERVER 2012 TRAINING	\$102.31
Remit to: CORONA, CA					FYTD: \$407.31
SINGER & COFFIN, APC	11910	03/17/2014	4179	SR 60 MORENO BEACH PHASE II	\$396.00
Remit to: IRVINE, CA					FYTD: \$47,442.60
SKECHERS	220502	03/10/2014	7013669-01/J-F14	SOLAR INCENTIVE REBATE-JAN. & FEB 2014 FOR 29800 EUCALYPTUS, MV	\$6,742.06
Remit to: MANHATTAN BEACH, CA					FYTD: \$6,742.06
SKY PUBLISHING	220624	03/24/2014	14_2_15	FULL PAGE AD IN YOUR VILLA MAGAZINE-HHW EVENT MAY 2014	\$3,857.00
			14_2_16	FULL PAGE AD IN YOUR VILLA MAGAZINE-USED OIL FILTER EXCHANGE	
			14_2_17	1/2 PAGE SHOP MOVAL ADVERTISEMENT IN YOUR VILLA MAGAZINE	
Remit to: MORENO VALLEY, CA					FYTD: \$55,496.00
SKY TRAILS MOBILE VILLAGE	11911	03/17/2014	FEB 2014	REFUND-UUT FOR EXEMPT RESIDENTS	\$73.75
Remit to: LOS ANGELES, CA					FYTD: \$687.71
SLAGERMAN, SUSAN A.	11812	03/04/2014	140301	RETIREE MED FEB '14, PD MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
SLOVES, TINA	220662	03/24/2014	R14-071347	AS REFUND-ADOPT,CHIP,LIC,VACS	\$65.00

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00
SMITH, MARIA A.	11813	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,187.30
SMUS, PAULA	220442	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,231.11
SNUFFIN, LISA	220663	03/24/2014	R14-070034	AS REFUND-RABIES & S/N DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
SOSA, HUGO	12002	03/31/2014	MAR-2014	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS	\$480.00
Remit to: ELK GROVE, CA					<u>FYTD:</u> \$4,824.00
SOUTHERN CALIFORNIA EDISON 1	220378	03/03/2014	FEB-14 3/3/14	ELECTRICITY	\$1,058.19
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,229,859.24
SOUTHERN CALIFORNIA EDISON 1	220469	03/10/2014	FEB-14 3/10/14	ELECTRICITY	\$5,459.10
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,229,859.24
SOUTHERN CALIFORNIA EDISON 1	220709	03/31/2014	MAR-14 3/31/14	ELECTRICITY	\$18,992.90
			FEB-14 3/31/14	ELECTRICITY	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,229,859.24
SOUTHERN CALIFORNIA GAS CO.	220541	03/17/2014	FEB-2014	GAS CHARGES	\$6,779.03
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$45,935.88



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SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY	220626	03/24/2014	004	CONSULTING SERVICES FOR MV UTILITY	\$1,336.00
Remit to: GLENDORA, CA					<u>FYTD:</u> \$1,336.00
SPARKLETTS	11857	03/10/2014	7364551 022314	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	\$18.94
Remit to: DALLAS, TX					<u>FYTD:</u> \$860.50
SPARKLETTS	11913	03/17/2014	10050036 020214	BOTTLED WATER/SVC-EOC/ERF	\$4.50
Remit to: DALLAS, TX					<u>FYTD:</u> \$860.50
SPARKLETTS	12003	03/31/2014	7363683 030214	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILD'S PLACE"	\$52.56
			7387294 030714	BOTTLED WATER-COTTONWOOD GOLF COURSE	
			7364596 030214	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	
Remit to: DALLAS, TX					<u>FYTD:</u> \$860.50
SPECK, GARY B.	11814	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,187.30
SPEEDY FOUNTAIN SERVICE	220412	03/03/2014	BL#06248-YR2014	REFUND OF OVERPAYMENT FOR BL#06248	\$62.47
Remit to: CERRITOS, CA					<u>FYTD:</u> \$62.47
SPENCER, ETTA	220590	03/17/2014	1122947	REFUND CLASS CANCELED DUE TO LACK OF REGISTRATION	\$42.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$42.00
SPENCER, MARTHA	11815	03/04/2014	140301	RETIREE MED MAR '14	\$179.21

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,594.76
SPRINT	11858	03/10/2014	417544340-087	CELLULAR PHONE SERVICE FOR PD GTF	\$63.72
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$4,476.27
SPRINT	12004	03/31/2014	634235346-042	CELLULAR PHONE SERVICE FOR PD SET	\$390.15
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$4,476.27
STANDARD INSURANCE CO	220484	03/10/2014	140301	SUPPLEMENTAL INSURANCE	\$1,484.06
Remit to: PORTLAND, OR					<u>FYTD:</u> \$271,083.55
STANDARD INSURANCE CO	220730	03/31/2014	140401	SUPPLEMENTAL INSURANCE	\$1,174.66
Remit to: PORTLAND, OR					<u>FYTD:</u> \$271,083.55
STANLEY CONVERGENT SECURITY SOLUTNS, INC	11751	03/03/2014	11024417	ALARM SYSTEM MONITORING SERVICES-CITY YARD/TRANSP. TRAILER	\$2,581.89
			11026258	ALARM SYSTEM MONITORING SERVICES-FIRE ST. #58	
			11026219	ALARM SYSTEM MONITORING SERVICES-FIRE ST. #99	
			11029902	ALARM SYSTEM MONITORING SERVICES-ANIMAL SHELTER	
			11026337	ALARM SYSTEM MONITORING SERVICES-SENIOR CENTER	
			11018745	ALARM SYSTEM MONITORING SERVICES-EOC	
			11016711	ALARM SYSTEM MONITORING SERVICES-MARCH ASES BLDG 823	
			10859207	ALARM SYSTEM MONITORING-ANNEX 1 BURGLAR ALARM	
			10652882	ALARM SYSTEM MONITORING-ANNEX 1 FIRE ALARM	
Remit to: PALATINE, IL					<u>FYTD:</u> \$39,151.72



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STANLEY CONVERGENT SECURITY SOLUTNS, INC	11914	03/17/2014	10915318	ALARM SYSTEM MONITORING-ANNEX 1 FIRE ALARM	\$329.97
Remit to: PALATINE, IL					FYTD: \$39,151.72
STANLEY CONVERGENT SECURITY SOLUTNS, INC	11957	03/24/2014	11039149	ALARM SYSTEM MONITORING SERVICES-LASSELLE SPORTS PARK	\$867.80
			11059651	REPAIR FOR CITY HALL SLIDING DOORS WO#14-0121	
			10975303	ALARM REPAIR-GOLF COURSE PRO SHOP WO#13-2053	
			10950518	ALARM SYSTEM MONITORING SERVICES-COTTONWOOD GOLF COURSE	
Remit to: PALATINE, IL					FYTD: \$39,151.72
STANLEY CONVERGENT SECURITY SOLUTNS, INC	12005	03/31/2014	11116275	ALARM SYSTEM MONITORING SERVICES-PUBLIC SAFETY BLDG.	\$1,802.00
			11092504	ALARM SYSTEM MONITORING SERVICES-MARCH FIELD PARK COMM. CTR.	
			11116788	ALARM SYSTEM MONITORING SERVICES-CONFERENCE & REC CTR.	
			11110906	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	
			11111290	ALARM SYSTEM MONITORING SERVICES-EOC	
			11113493	ALARM SYSTEM MONITORING SERVICES-ANNEX 1 BURGLAR ALARM	
			11135329	ALARM SYSTEM MONITORING SERVICES-TOWNGATE COMM. CTR.	
			11118327	ALARM SYSTEM MONITORING SERVICES-FIRE ST. #99	
Remit to: PALATINE, IL					FYTD: \$39,151.72
STANTEC CONSULTING SERVICES, INC	220761	03/31/2014	BL#15622-YR2014	REFUND OF OVERPAYMENT FOR BL#15622	\$95.61

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Remit to: BELLEVUE, WA					<u>FYTD:</u> \$95.61
STAR CLEANERS	220762	03/31/2014	BL#06302-YR2014	REFUND OF OVERPAYMENT FOR BL#06302	\$54.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$54.50
STATE BOARD OF EQUALIZATION 1	11968	03/21/2014	022814	SALES & USE TAX REPORT FOR 2/1-2/28/14	\$1,117.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$19,660.23
STATE DISBURSEMENT UNIT	11832	03/07/2014	2014-00000281	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,166.70
Remit to: WEST SACRAMENTO, CA					<u>FYTD:</u> \$41,196.28
STATE DISBURSEMENT UNIT	11930	03/21/2014	2014-00000300	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,506.91
Remit to: WEST SACRAMENTO, CA					<u>FYTD:</u> \$41,196.28
STATE OF CALIF. DEPT OF TRANSPORTATION	220627	03/24/2014	14005097	SR-60 NASON OVERCROSSING	\$21,331.85
			14005094	FURNISHED MATERIAL EXP SEPT 2013	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$22,933.46
STATE OF CALIFORNIA	220595	03/17/2014	ACCT 7010324-06	MORENO VALLEY UTILITY REFUND-KIARA L GOGGANS-17350 CAVALCADE DR.	\$195.52
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$195.52
STATE OF CALIFORNIA DEPT. OF JUSTICE	220542	03/17/2014	010858 (HR)	FINGERPRINTING SERVICES-HR DEPT/EMPLOYMENT RELATED	\$359.00
			010858 (BL)	FINGERPRINTING SERVICES-BUSINESS LIC. RELATED	
			010858 (OEM)	FINGERPRINTING SERVICES-ERF & ACES/RACES RELATED	



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Remit to: SACRAMENTO, CA					FYTD: \$28,987.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	220710	03/31/2014	024395	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD	\$2,046.00
			020719	LIVE SCAN FINGERPRINTING APPS FOR PD	
Remit to: SACRAMENTO, CA					FYTD: \$28,987.00
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	11915	03/17/2014	42686	TRANSCRIPTION SERVICES FOR PD	\$1,878.40
Remit to: CORONA, CA					FYTD: \$22,289.92
STEWART, CLIFFORD	11816	03/04/2014	140301	RETIREE MED MAR '14	\$188.23
Remit to: GLENDALE, AZ					FYTD: \$2,017.36
STORLIE-SICKLES, ELIZABETH	11817	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,506.03
STREICH, TERRY L.	11818	03/04/2014	140301a	RETIREE MED AUG-DEC '13 MED, PD MAR '14	\$1,100.54
			140301	RETIREE MED SEPT-DEC'13 UHCS/DEN/VSP, PD MAR '14	
Remit to: MORENO VALLEY, CA					FYTD: \$2,576.44
STRICKLER, JOHN W.	11819	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: SAN BERNARDINO, CA					FYTD: \$3,187.30
SUNDOWN WINDOW TINTNG	220543	03/17/2014	C53093	INSTALLATION OF SOLAR CONTROL WINDOW FILM-GOLF COURSE PRO SHOP	\$207.00
Remit to: RIVERSIDE, CA					FYTD: \$374.00

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SUNNYMEAD ACE HARDWARE	220544	03/17/2014	55217	MISC. SUPPLIES FOR FIRE STATION	\$19.38
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,078.85
SUNNYMEAD ACE HARDWARE	220711	03/31/2014	55549	MISC. SUPPLIES FOR FIRE STATION #99	\$34.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,078.85
SWANSON, CRYSTAL	220664	03/24/2014	1122755	REFUND FOR PIANO CLASS DUE TO LACK OF REGISTRATION	\$47.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$47.00
SYSTEMS SOURCE, INC.	220470	03/10/2014	179990	PARTS & LABOR TO INSTALL CAPITAL PROJ. TRANSACTION COUNTER	\$591.93
Remit to: IRVINE, CA					<u>FYTD:</u> \$25,504.29
TAX COMPLIANCE SERVICES	220628	03/24/2014	2013-2014 STMT 8 2013-2014 STMT 7	UUT AUDIT & CONSULTING SERVICES UUT AUDIT & CONSULTING SERVICES	\$10,000.00
Remit to: THOUSAND OAKS, CA					<u>FYTD:</u> \$62,500.00
TDI SIGNS	220413	03/03/2014	BL#15502-YR2014	REFUND OF PAYMENT FOR BL#15502	\$44.19
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$44.19
THE MENTOR NETWORK, ATTN BONNIE JOHNSON	220591	03/17/2014	1123317	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
THERMAL COMBUSTION INNOVATORS	220713	03/31/2014	121161	BIOHAZARDOUS MEDICAL WASTE PICKUP FROM ANIMAL SHELTER	\$72.70
Remit to: COLTON, CA					<u>FYTD:</u> \$743.85



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THOMPSON COBURN LLP	11916	03/17/2014	3027220	LEGAL SERVICES FOR MVU RE: RELIABILITY STANDARD COMPLIANCE	\$340.03
			3027419	LEGAL SERVICES FOR MVU RE: NERC COMPLIANCE	
Remit to: WASHINGTON, DC					FYTD: \$4,380.67
THOMPSON, JUDY	220592	03/17/2014	R14-071031	AS REFUND-REF FOR MICROCHIP	\$16.00
Remit to: MORENO VALLEY, CA					FYTD: \$16.00
THRIFTY OIL COMPANY #348	220763	03/31/2014	BL#06624-YR2014	REFUND OF OVERPAYMENT FOR BL#06624	\$51.87
Remit to: SANTA FE SPRINGS, CA					FYTD: \$51.87
TIMBERLINE CONSTRUCTION, INC	220593	03/17/2014	BL#26359-YR2014	REFUND OF OVERPAYMENT FOR B/L#26359	\$68.00
Remit to: WESTMINSTER, CA					FYTD: \$68.00
TIME WARNER CABLE	220379	03/03/2014	031518001 2/1/14	CABLE TV SERVICE FOR COTTONWOOD GOLF COURSE	\$61.91
Remit to: PITTSBURGH, PA					FYTD: \$7,961.44
TIME WARNER CABLE	220629	03/24/2014	031518001 3/1/14	CABLE TV SERVICE FOR COTTONWOOD GOLF COURSE	\$61.91
Remit to: PITTSBURGH, PA					FYTD: \$7,961.44
TIME WARNER CABLE 2	220546	03/17/2014	3/5/14 STMT	CABLE/BROADBAND SVC-FS #58 TRAINING ROOM-ACCT# 8448400551506863	\$195.98
Remit to: CITY OF INDUSTRY, CA					FYTD: \$1,779.00
T-MOBILE USA	220471	03/10/2014	760610	CELLULAR TECH EXTRACTION & LOCATOR SVCS. FOR PD INVESTIGATIONS	\$100.00
Remit to: SEATTLE, WA					FYTD: \$950.00

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T-MOBILE USA	220545	03/17/2014	46902	CELLULAR TECH EXTRACTION & LOCATOR SVCS FOR PD SET INVESTIG.	\$200.00
Remit to: SEATTLE, WA					<u>FYTD:</u> \$950.00
TMSO, INC	220414	03/03/2014	BL#24682-YR2014	REFUND OF PAYMENT FOR BL#24682	\$88.06
Remit to: UPLAND, CA					<u>FYTD:</u> \$88.06
TOWERS REAL ESTATE	220418	03/03/2014	APN 291-522-033	REFUND-SPECIAL INSPECTION FEES OVERPAYMENT	\$25.00
Remit to: SAN DIMAS, CA					<u>FYTD:</u> \$25.00
TRACSYSTEMS, INC.	220674	03/24/2014	1498	PHAROS SOFTWARE LICENSE 10-PK & SOFTWARE/HARDWARE SUPPORT/MAINT.	\$4,879.50
Remit to: ADDISON, TX					<u>FYTD:</u> \$4,879.50
TRICHE, TARA	220570	03/17/2014	MAR-2014	INSTRUCTOR SERVICES-DANCE CLASSES	\$3,130.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$24,402.70
TRUGREEN LANDCARE	11917	03/17/2014	7680786	LANDSCAPE MAINT.-ZONE M-FEB 2014	\$19,548.08
			7680789	LANDSCAPE MAINT.-ZONES E-4 & E-4A - FEB 2014	
			7680787	LANDSCAPE MAINT.-ZONE E-16 - FEB 2014	
			7686441	IRRIGATION REPAIRS FOR FEB.-ZONE E-4	
			7680791	LANDSCAPE MAINT.-ZONE S-FEB 2014	
			7683063	ADDTL. IRRIGATION TECH HOURS TO REPAIR BROKEN MAIN LINES-ZONE E4	
			7686858	1" RB PLASTIC VALVE REPLACEMENT-MORENO BEACH MEDIANS	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$206,630.91
TRUJILLO, ROSE	220764	03/31/2014	R14-070217	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00



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Remit to: TEMECULA, CA					FYTD: \$75.00
TSAI, YI LING	220503	03/10/2014	B1400381	REFUND 80% PERMIT FEE FOR WORK AT 26250 BOGOSO LN.	\$133.76
Remit to: ARCADIA, CA					FYTD: \$133.76
TTG ENGINEERS	220714	03/31/2014	00088626	INDIAN STREET BRIDGE	\$1,580.00
Remit to: PASADENA, CA					FYTD: \$31,910.23
TW TELECOM	220380	03/03/2014	06022941 06022941a	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS INTERNET & DATA SERVICES	\$3,100.83
Remit to: DENVER, CO					FYTD: \$31,001.64
TW TELECOM	220716	03/31/2014	06081613 06081613a	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS INTERNET & DATA SERVICES	\$3,038.66
Remit to: DENVER, CO					FYTD: \$31,001.64
U.S. POSTAL SERVICE	220472	03/10/2014	FEE RENEWAL 2014	PERMIT #656 FIRST-CLASS PRESORT & STANDARD MAIL RENEWALS	\$440.00
Remit to: MORENO VALLEY, CA					FYTD: \$31,365.00
U.S. POSTAL SERVICE	220548	03/17/2014	PERMIT 153-RENEW	ANNUAL RENEWAL FEE FOR STANDARD MAIL PERMIT #153	\$220.00
Remit to: MORENO VALLEY, CA					FYTD: \$31,365.00
ULLER, CHARLES	220504	03/10/2014	R13-068258	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
UNDERGROUND SERVICE ALERT	12006	03/31/2014	220140439 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE	\$358.50

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UNDERGROUND SERVICE ALERT	12006	03/31/2014	220140439 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE	\$358.50
			220140439 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
			220140439 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
Remit to: CORONA, CA					FYTD: \$3,643.50
UNION BANK OF CALIFORNIA 1	220381	03/03/2014	849732	INVESTMENT SAFEKEEPING SERVICES	\$291.67
Remit to: SAN DIEGO, CA					FYTD: \$2,971.03
UNION BANK OF CALIFORNIA 1	220630	03/24/2014	857068	INVESTMENT SAFEKEEPING SERVICES	\$291.67
Remit to: SAN DIEGO, CA					FYTD: \$2,971.03
UNITED POWER GENERATION, INC.	220549	03/17/2014	3680	GENERATOR PREVENT. MAINT. SERVICES/INSPECTIONS/LOAD BANK TESTS	\$8,804.00
Remit to: RIVERSIDE, CA					FYTD: \$9,176.07
UNITED POWER GENERATION, INC.	220631	03/24/2014	3681	GENERATOR BATTERY REPLACED-FIRE STATION #58	\$372.07
Remit to: RIVERSIDE, CA					FYTD: \$9,176.07
UNITED ROTARY BRUSH CORP	11918	03/17/2014	278716	STREET SWEEPER BROOM KITS/RECONDITIONING	\$1,948.40
			278873	STREET SWEEPER BROOM KITS/RECONDITIONING	
Remit to: POMONA, CA					FYTD: \$36,632.95
UNITED ROTARY BRUSH CORP	12007	03/31/2014	278952	STREET SWEEPER BROOM KITS/RECONDITIONING	\$814.29
Remit to: POMONA, CA					FYTD: \$36,632.95
UNITED SITE SERVICES OF CA, INC.	12008	03/31/2014	114-1852120	FENCE RENTAL AT ANIMAL SHELTER	\$106.65



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Remit to: PHOENIX, AZ					<u>FYTD:</u> \$1,066.50
UNITED STATES TREASURY - 4	220550	03/17/2014	2014-00000275	1001 - GARNISHMENT - IRS TAX LEVY	\$50.38
Remit to: FRESNO, CA					<u>FYTD:</u> \$1,050.03
UNITED STATES TREASURY - 4	220632	03/24/2014	2014-00000292	1001 - GARNISHMENT - IRS TAX LEVY	\$50.38
Remit to: FRESNO, CA					<u>FYTD:</u> \$1,050.03
UNITED STEEL PLACERS	220415	03/03/2014	BL#25653-YR2014	REFUND OF PAYMENT FOR BL#25653	\$63.00
Remit to: BLOOMINGTON, CA					<u>FYTD:</u> \$63.00
UNITED WAY OF INLAND VALLEYS	220551	03/17/2014	2014-00000276	8720 - UNITED WAY	\$344.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,437.00
UNITED WAY OF INLAND VALLEYS	220633	03/24/2014	2014-00000293	8720 - UNITED WAY	\$344.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,437.00
USA BLIMP & BALLOON	220717	03/31/2014	7024	50% DOWN PAYMENT FOR INFLATABLE BALLOON-ANIMAL SHELTER MARKETING	\$2,098.25
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$2,098.25
USA MOBILITY/ARCH WIRELESS	11960	03/24/2014	X6218870C	PAGER SERVICE/FEES	\$38.64
Remit to: SPRINGFIELD, VA					<u>FYTD:</u> \$298.46
UTILIQUEST, LLC	220416	03/03/2014	BL#06844-YR2014	REFUND OF PAYMENT FOR BL#06844	\$61.11
Remit to: ALPHARETTA, GA					<u>FYTD:</u> \$61.11

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VACATE PEST ELIMINATION COMPANY	12009	03/31/2014	45702	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	\$2,700.00
			47663	PEST CONTROL SERVICE-CITY HALL	
			47662	PEST CONTROL SERVICE-COTTONWOOD GOLF COURSE	
			47514	PEST CONTROL SERVICE-FIRE STATION #91	
			47513	PEST CONTROL SERVICE-FIRE STATION #2	
			47512	PEST CONTROL SERVICE-SENIOR CENTER	
			47511	PEST CONTROL SERVICE-FIRE STATION #58	
			47509	PEST CONTROL SERVICE-LIBRARY	
			47508	PEST CONTROL SERVICE-FIRE STATION #6	
			45931	PEST CONTROL SERVICE-FIRE STATION #58	
			47504	PEST CONTROL SERVICE-FIRE STATION #48	
			45928	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
			47507	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
			45932	PEST CONTROL SERVICE-SENIOR CENTER	
			45933	PEST CONTROL SERVICE-FIRE STATION #2	
			47666	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
			47506	PEST CONTROL SERVICE-FIRE STATION #99	
			46031	PEST CONTROL SERVICE-FIRE STATION #91	
			47505	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
			47481	PEST CONTROL SERVICE-FIRE STATION #65	
			47665	PEST CONTROL SERVICE-CITY YARD	
			45929	PEST CONTROL SERVICE-FIRE STATION #6	
			45698	PEST CONTROL SERVICE-COTTONWOOD GOLF COURSE	
			47671	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	



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VACATE PEST ELIMINATION COMPANY	12009	03/31/2014	47459	GOPHER & RODENT CONTROL-AQUEDUCT	\$2,700.00
			47465	GOPHER & RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			47759	GOPHER & RODENT CONTROL-AQUEDUCT	
			47764	GOPHER & RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			47670	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
			47669	PEST CONTROL SERVICE-ANIMAL SHELTER	
			47668	PEST CONTROL SERVICE-ANNEX 1 BLDG.	
			45705	PEST CONTROL SERVICE-ANNEX 1 BLDG.	
			45496	PEST CONTROL SERVICE-LIBRARY	
			45927	PEST CONTROL SERVICE-FIRE STATION #99	
			45699	PEST CONTROL SERVICE-CITY HALL	
			47667	PEST CONTROL SERVICE-EOC	
			45700	PEST CONTROL SERVICE-CONFERENCE & REC CTR.	
			45707	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
			45925	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
			45924	PEST CONTROL SERVICE-FIRE STATION #48	
			45923	PEST CONTROL SERVICE-FIRE STATION #65	
			45708	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
			45701	PEST CONTROL SERVICE-CITY YARD	
			45706	PEST CONTROL SERVICE-ANIMAL SHELTER	
			47672	PEST CONTROL SERVICE-TRANSP. TRAILER	
			45709	PEST CONTROL SERVICE-TRANSP. TRAILER	
			45703	PEST CONTROL SERVICE-EOC	
			47664	PEST CONTROL SERVICE-CONFERENCE & REC CTR.	

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$17,040.00
VALLEY CITIES GONZALES FENCE CO	11919	03/17/2014	3251	INSTALLATION & REPAIR OF GATES AT JFK, BETHUNE & PEDRORENA PARKS	\$8,041.00
			3258	MATERIALS & LABOR TO INSTALL FENCING-MARCH FIELD	
Remit to: NORCO, CA					<u>FYTD:</u> \$13,116.00
VARGAS, ANA	220594	03/17/2014	1123341	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
VASQUEZ, CAROL	220443	03/04/2014	140301	RETIREE MED FEB '14, PD MAR '14	\$318.73
Remit to: RIALTO, CA					<u>FYTD:</u> \$2,868.57
VERIZON	220634	03/24/2014	EQN6913105-14059	BACKBONE COMMUNICATION CHARGES	\$587.67
Remit to: TRENTON, NJ					<u>FYTD:</u> \$9,580.15
VERIZON CALIFORNIA	220382	03/03/2014	1258220327FEB-14	FIOS SERVICES FOR FIRE STATION 99	\$102.76
Remit to: DALLAS, TX					<u>FYTD:</u> \$7,548.60
VERIZON CALIFORNIA	220473	03/10/2014	951 UH2-7052 FEB	PHONE CHARGES - ERC	\$620.92
Remit to: DALLAS, TX					<u>FYTD:</u> \$7,548.60
VERIZON CALIFORNIA	220718	03/31/2014	951 UH2-7052 MAR	PHONE CHARGES - ERC	\$631.21
Remit to: DALLAS, TX					<u>FYTD:</u> \$7,548.60
VERIZON CALIFORNIA	220719	03/31/2014	1258220327MAR-14	FIOS SERVICES FOR FIRE STATION 99	\$102.76
Remit to: DALLAS, TX					<u>FYTD:</u> \$7,548.60



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VERIZON WIRELESS	220552	03/17/2014	9719904964	CELLULAR SERVICE FOR PD TICKET WRITERS	\$159.00
Remit to: DALLAS, TX					FYTD: \$1,590.60
VICTOR MEDICAL CO	220720	03/31/2014	3431113	ANIMAL MEDICAL SUPPLIES/VACCINES	\$4,394.58
			3460025	ANIMAL MEDICAL SUPPLIES/VACCINES	
			3464992	ANIMAL MEDICAL SUPPLIES/VACCINES	
			3481227	ANIMAL MEDICAL SUPPLIES/VACCINES	
Remit to: LAKE FOREST, CA					FYTD: \$27,293.90
VIGIL, ERNEST	11820	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
VINCENT, CLARENCE	220444	03/04/2014	140301	RETIREE MED FEB '14, PD MAR '14	\$307.82
Remit to: MORENO VALLEY, CA					FYTD: \$1,879.65
VISION SERVICE PLAN	11859	03/10/2014	140301	EMPLOYEE VISION INSURANCE	\$4,007.50
Remit to: SAN FRANCISCO, CA					FYTD: \$38,434.96
VISION SERVICE PLAN	12011	03/31/2014	140401	EMPLOYEE VISION INSURANCE	\$4,031.85
Remit to: SAN FRANCISCO, CA					FYTD: \$38,434.96
VISTA RESCUE	220666	03/24/2014	R14-070484	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
VORTECH PHARMACEUTICALS, LTD	220721	03/31/2014	105888	EUTHANASIA DRUG-FATAL PLUS POWDER	\$3,200.34

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Remit to: DEARBORN, MI					<u>FYTD:</u> \$3,200.34
VOYAGER FLEET SYSTEM, INC.	11920	03/17/2014	869211615409	CNG FUEL PURCHASES	\$2,241.36
Remit to: HOUSTON, TX					<u>FYTD:</u> \$18,901.98
VULCAN MATERIALS CO, INC.	220553	03/17/2014	70267116	ASPHALTIC MATERIALS	\$3,920.88
			70275029	ASPHALTIC MATERIALS	
			70278605	ASPHALTIC MATERIALS	
			70271840	ASPHALTIC MATERIALS	
			70269526	ASPHALTIC MATERIALS	
			70267115	ASPHALTIC MATERIALS	
			70262534	ASPHALTIC MATERIALS	
			70260081	ASPHALTIC MATERIALS	
			70260080	ASPHALTIC MATERIALS	
			70257078	ASPHALTIC MATERIALS	
			70253365	ASPHALTIC MATERIALS	
			70253364	ASPHALTIC MATERIALS	
			70249102	ASPHALTIC MATERIALS	
			70246031	ASPHALTIC MATERIALS	
			70246030	ASPHALTIC MATERIALS	
			70240855	ASPHALTIC MATERIALS	
			70242919	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$26,140.54
VULCAN MATERIALS CO, INC.	220722	03/31/2014	70280700	ASPHALTIC MATERIALS	\$1,085.70



**City of Moreno Valley
Payment Register
For Period 3/1/2014 through 3/31/2014**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VULCAN MATERIALS CO, INC.	220722	03/31/2014	70280701	ASPHALTIC MATERIALS	\$1,085.70
			70282859	ASPHALTIC MATERIALS	
			70287864	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$26,140.54
WACHOVIA BANK/WELLS FARGO, N.A.	220505	03/10/2014	CK#2762	REISSUE UNCLAIMED CHECK DTD 2/2/10	\$457.42
Remit to: PORTLAND, OR					FYTD: \$457.42
WACHOVIA MORTGAGE/WELLS FARGO BANK, N.A.	220506	03/10/2014	CK#2649	REISSUE UNCLAIMED CHECK DTD 11/30/09	\$222.42
Remit to: PORTLAND, OR					FYTD: \$222.42
WACHOVIA REO DEPT/WELLS FARGO BANK, N.A.	220507	03/10/2014	CK#2827	REISSUE UNCLAIMED CHECK DTD 3/8/10	\$431.51
Remit to: PORTLAND, OR					FYTD: \$431.51
WAGGONER JR., GLENN C.	11821	03/04/2014	140301	RETIREE MED JAN '14, PD MAR '14	\$318.73
Remit to: RIVERSIDE, CA					FYTD: \$3,187.30
WAGNER, GARY D.	11822	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
WAGNER, MARIANNE K	11823	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
WAGONER, ROBERT	11824	03/04/2014	140301	RETIREE MED FEB-MAR '14, PD MAR '14	\$362.80

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Item No. A.4



City of Moreno Valley
Payment Register
 For Period 3/1/2014 through 3/31/2014

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: ZEPHYRHILLS, FL					<u>FYTD:</u> \$1,814.00
WAGY, CARYLON	220445	03/04/2014	140301	RETIREE MED JAN '14 (MED & DENTAL), PD MAR '14	\$294.43
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,429.60
WANG, JUN	220508	03/10/2014	ACCT 7011548-05	SOLAR INCENTIVE REBATE	\$7,380.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,380.00
WEBFORTIS, LLC	220635	03/24/2014	9558	CRM/IT CONSULTING SERVICES	\$288.75
Remit to: WALNUT CREEK, CA					<u>FYTD:</u> \$4,702.50
WEST COAST ARBORISTS, INC.	11860	03/10/2014	94738 94737	TREE TRIMMING & REMOVAL SERVICES-ZONES D TREE TRIMMING SERVICES-ZONE E-3	\$8,575.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$91,935.00
WEST PAYMENT CENTER	220723	03/31/2014	829136048	AUTO TRACK SERVICES FOR PD INVESTIGATIONS	\$746.51
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$13,282.66
WESTCOE REALTORS	220765	03/31/2014	CK#2763 2/22/10	REISSUE UNCLAIMED CK FOR UTILITY REFUND	\$222.42
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$222.42
WESTERN MUNICIPAL WATER DISTRICT	220383	03/03/2014	24753-018620/FB4	WATER CHARGES-MARB BALL FIELDS	\$749.48
Remit to: ARTESIA, CA					<u>FYTD:</u> \$20,859.45
WESTERN MUNICIPAL WATER DISTRICT	220636	03/24/2014	23821-018257/MR4 23866-018292/MR4	WATER CHARGES-MFPCC LANDSCAPE WATER CHARGES-SKATE PARK	\$939.26



City of Moreno Valley
Payment Register
 For Period 3/1/2014 through 3/31/2014

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WESTERN MUNICIPAL WATER DISTRICT	220636	03/24/2014	23821-018258/MR4	WATER CHARGES-MFPCC BLDG. 938	\$939.26
Remit to: ARTESIA, CA					FYTD: \$20,859.45
WESTERN MUNICIPAL WATER DISTRICT	220724	03/31/2014	24753-018620/MR4	WATER CHARGES-MARB BALL FIELDS	\$567.42
Remit to: ARTESIA, CA					FYTD: \$20,859.45
WESTERN RENEWABLE ENERGY GENERATION	220554	03/17/2014	16122	WREGIS CERTIFICATE VOLUME FEE	\$166.87
Remit to: SALT LAKE, UT					FYTD: \$1,669.34
WESTERN RENEWABLE ENERGY GENERATION	220637	03/24/2014	16902	WREGIS ANNUAL MEMBERSHIP FEE	\$1,502.47
			FC 971	FINANCE CHARGE ON INV. #16122	
Remit to: SALT LAKE, UT					FYTD: \$1,669.34
WIBERG, CHRISTOPHER	220446	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: ANAHEIM, CA					FYTD: \$3,187.30
WIELIN, RONALD A.	11825	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: BANNING, CA					FYTD: \$3,187.30
WILLDAN ENGINEERING	11752	03/03/2014	316339	PAVEMENT MANAGEMENT SERVICES	\$105.49
Remit to: ANAHEIM, CA					FYTD: \$526,339.81
WILLDAN ENGINEERING	11961	03/24/2014	2210905	MORENO VALLEY CIVIC CTR IMPROVEMENT	\$495.00
Remit to: ANAHEIM, CA					FYTD: \$526,339.81

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Item No. A.4



City of Moreno Valley
Payment Register
 For Period 3/1/2014 through 3/31/2014

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WILLDAN FINANCIAL SERVICES	11861	03/10/2014	010-23367	CONSULTING SERVICES-CFD 2014-01 FORMATION	\$7,250.00
Remit to: TEMECULA, CA					FYTD: \$39,400.00
WILLDAN FINANCIAL SERVICES	11921	03/17/2014	010-23309	ANNUAL BOND DISCLOSURE & REPORTING FEES	\$4,250.00
Remit to: TEMECULA, CA					FYTD: \$39,400.00
WILLIAMS, CALVIN	220667	03/24/2014	1120271	REFUND FOR SUMMER YOUTH BASKETBALL LEAGUE	\$60.00
Remit to: MORENO VALLEY, CA					FYTD: \$60.00
WILLIS, ROBERT H	220384	03/03/2014	020914	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
Remit to: PERRIS, CA					FYTD: \$2,738.00
WILLIS, ROBERT H	220638	03/24/2014	030914	SPORTS OFFICIATING SERVICES-SOFTBALL	\$273.00
			031614	SPORTS OFFICIATING SERVICES-SOFTBALL	
			031314	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					FYTD: \$2,738.00
WILSON-BEILKE, DENESE	220447	03/04/2014	140301	RETIREE MED MAR '14	\$318.73
Remit to: GLENDORA, CA					FYTD: \$4,143.49
WOOTEN, ERIC G.	220766	03/31/2014	CK#2551 11/2/09	REISSUE UNCLAIMED CK FOR UTILITY REFUND	\$71.12
Remit to: MORENO VALLEY, CA					FYTD: \$71.12
WURM'S JANITORIAL SERVICES, INC.	11922	03/17/2014	22853	JANITORIAL SERVICES-LIBRARY	\$2,533.77
			22861	JANITORIAL SERVICES-TOWNGATE COMM. CTR. (FEB. REVISED)	
			CM 22867	CREDIT FOR REPAIR TO TOILET AT LIBRARY-FEB. 2014	



**City of Moreno Valley
Payment Register
For Period 3/1/2014 through 3/31/2014**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: CORONA, CA					FYTD: \$238,965.47
WURM'S JANITORIAL SERVICES, INC.	12012	03/31/2014	22910	JANITORIAL SERVICES-EMP. RESOURCE CTR.	\$1,372.81
			22923	SPECIAL CLEANINGS FOR FEB. EVENT RENTALS AT TOWNGATE COMM. CTR.	
Remit to: CORONA, CA					FYTD: \$238,965.47
XEROX CAPITAL SERVICES, LLC	220385	03/03/2014	072422326	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.	\$1,229.19
			072422327	COPIER LEASE FOR GRAPHICS DEPT.	
Remit to: PASADENA, CA					FYTD: \$28,326.66
XEROX CAPITAL SERVICES, LLC	220556	03/17/2014	072881332	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	\$1,651.90
			072881333	COPIER LEASE FOR PARKS DEPT.	
Remit to: PASADENA, CA					FYTD: \$28,326.66
XEROX CAPITAL SERVICES, LLC	220725	03/31/2014	072881336	COPIER LEASE FOR GRAPHICS DEPT.	\$1,072.89
			072881335	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.	
Remit to: PASADENA, CA					FYTD: \$28,326.66
YAMASHITA, JULIA J.	11826	03/04/2014	140301	RETIREE MED JAN '14, PD MAR '14	\$240.90
Remit to: HIDDEN VALLEY LAKE, CA					FYTD: \$1,657.00
YANG, DAWMING	220767	03/31/2014	R14-071342	AS REFUND-RABIES & S/N DEPOSITS	\$95.00
Remit to: ARTESIA, CA					FYTD: \$95.00
ZEINER, PEGGY	220768	03/31/2014	R13-067623	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00

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Item No. A.4



City of Moreno Valley
Payment Register
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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: REDLANDS, CA					FYTD: \$75.00

TOTAL CHECKS UNDER \$25,000	\$1,207,119.90
GRAND TOTAL	\$12,570,459.73



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: May 13, 2014

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO HILLCREST CONTRACTING, INC. FOR NASON STREET IMPROVEMENTS FROM CACTUS AVENUE TO FIR AVENUE PROJECT – PROJECT NO. 801 0001 70 77

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, the lowest responsible bidder, for the Nason Street Improvements from Cactus Avenue to Fir Avenue.
2. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc.
3. Authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc., for the amount of \$8,769,996.98 (\$7,972,724.53 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the 10% contingency amount of \$797,272.45, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Hillcrest Contracting, Inc., if no claims are filed against the project.

SUMMARY

This report recommends approval of a contract with Hillcrest Contracting, Inc. to construct Nason Street Improvement from Cactus Avenue to Fir Avenue Project. The project is funded with Total Road Improvement Program (TRIP) funds (Fund 3411) and has been approved in the Fiscal Year 2013/2014 Capital Improvement Plan (CIP).

DISCUSSION

On July 26, 2011, the City Council adopted Resolution No. 2011-81, approving the sale, execution, and delivery of not more than \$20 million in principal amount of California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program). The City Council also authorized the addition of the Nason Street Project from Cactus Avenue to Fir Avenue in the FY 2011-12 CIP and the appropriation of up to \$15 million for the project. The project is fully funded with \$13.6 million in the Fiscal Year 2013/2014 Capital Improvement Plan (CIP).

On December 13, 2011, the City Council approved the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants, for Street Improvements for Nason Street from Cactus Avenue to Fir Avenue.

City Council adopted a Mitigated Negative Declaration (MND) for the project at its meeting on November 27, 2012. As stated in the MND, the mitigation measures included in the Initial Study and ultimately incorporated into the project construction specifications will reduce all potential environmental impacts of the improvements.

The project consists of approximately 9,200 linear feet of ultimate width street improvements along Nason Street from Cactus Avenue to Fir Avenue. The ultimate width includes a 4-Lane Divided Arterial Augmented Parkway with 120 foot right of way and 86 foot roadway width. The improvements will include curb and gutter, sidewalk, street lights, and drainage facilities. Traffic signal modifications will be constructed at intersections with existing traffic signs and a new traffic signal at Medical Center Drive will also be completed. Undergrounding of overhead utilities under Rule 20A and Rule 20B program and installation of proposed utilities are also part of the improvements.

The design and bidding documents were completed in January 2014 and the project was advertised for construction bids. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 9:45 a.m. on April 09, 2014, for the subject project. Seven (7) bids were received as follows:

CONTRACTORSVerified Bid Amounts

1.	Hillcrest Contracting, Inc. (Corona)	\$8,042,988.98
2.	PALP, Inc., DBA: Excel Paving Company, (Long Beach).....	\$8,463,761.93
3.	H&H General Contractors, Inc. (Highland)	\$8,603,427.79
4.	All American Asphalt, (Corona)	\$8,711,830.00
5.	Griffith Company (Santa Fe Springs),.....	\$8,772,787.82
6.	Sully-Miller Contracting Co., (Escondido).....	\$8,983,206.68
7.	Los Angeles Engineering, Inc. (Covina),	\$9,421,708.15

The lowest responsible bidder was determined by comparing the cumulative total for all bid items (Base Bid plus Alternate Nos. 1, 2, 3, 4, and 5), as stipulated in the Bidding Documents. Staff has reviewed the bid from Hillcrest Contracting, Inc. and finds it to be the lowest responsible bidder in possession of the appropriate valid contractor's license and bid bond.

The City has the duty to perform the bid review and analysis in order to identify responsive bids and confirm the Verified and Official Bid Results. Upon conducting this verification, a calculation error was identified within Item No. 44 of the Base Bid – Schedule A. Although this error increased their bid from \$7,898,988.98 to \$8,042,988.98, Hillcrest Contracting, Inc. maintained its position as lowest responsible bidder.

Staff is recommending the City Council award the Base Bid and Alternates 1, 2, 3, and 4 and issue a Purchase Order to Hillcrest Contracting, Inc. for \$8,769,997 which includes a 10% contingency. The Base Bid includes improvements from Cactus Avenue to Fir Avenue and SCE Undergrounding Rule 20B and 20A portion. Alternate 1 includes improvement work within the existing public rights of way adjacent to Eastern Municipal Water District's (EMWD's) pump station. Alternate 2 is to construct the interconnect system from Cactus Avenue to Alessandro Avenue. Alternate 3 is to construct the interconnect system from Alessandro Avenue to Fir Avenue. Alternate 4 includes installation of a median with colored decomposed granite (DG). Staff recommends this alternate since it results in a low maintenance cost. Alternate 5, which is to construct the median with landscaping, is not recommended because it results in additional maintenance cost burden to the Zone M Program.

The Contingency of 10% of the Base Bid and Alternates 1, 2, 3, and 4 (\$797,272.45) is needed to account for any latent or unforeseen circumstances encountered during construction. Unforeseen conditions may include unsuitable soils or hazardous wastes which need to be properly processed and removed. There also may be other conflicting appurtenance that will have to be addressed during grading and excavating the roadways.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of needed improvements.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The City Council authorized the Nason Street Project from Cactus Avenue to Fir Avenue in the FY 2011-12 CIP and the appropriation of up to \$15 million for the project. The project is fully funded with \$13.6 million in the Fiscal Year 2013/2014 Capital Improvement Plan (CIP), there is no impact to the General Fund.

BUDGETED FUNDS – FISCAL YEAR 2013/2014

Total Road Improvement Program (TRIP) Fund	
(Account 3411-70-77-80001) (Project No. 801 0001 00 77-3411)	\$11,767,390
Total Project Budget	\$11,767,390

ESTIMATED PROJECT COSTS - FISCAL YEAR 2013/2014:

Construction Costs (includes 10% contingency)	\$8,770,000
Design Engineering and Environmental Costs	\$833,000
Right of Way Acquisition	\$520,000
Design Construction Support	\$90,000
Southern California Edison undergrounding Rule 20B	\$680,000
Construction Geotechnical Services.....	\$60,000
Construction Surveying Services	\$175,000
Construction Management and Inspection Services	\$520,000
Project Administration *	\$110,000
Total Estimated Construction-Related Project Costs	\$11,758,000

**City staff will provide Project Administration and oversight of the Construction Management and Inspection Services.*

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	June 2014
Anticipated Completion of Construction	November 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.

NOTIFICATION

A Project Information Open House Meeting was conducted on June 27, 2012 at Valley View High School with positive feedback. Presentation at Planning Commission was conducted on August 23, 2012, proposing the General Plan Amendment to modify the City's Circulation Plan.

A Notice of City Council Public Hearing to amend the City's Circulation Plan classifying Nason Street as a 4-Lane Divided Arterial Augmented Parkway was posted on September 10, 2012 for the City Council meeting on September 25, 2012.

A Notice of City Council Public Hearing to Adopt the Project Mitigated Negative Declaration (MND) was posted on October 4, 2012. The City Council adopted the MND for the project at its meeting on November 27, 2012.

All required Right of Way acquisitions for the projects have been processed with appropriate notification and City Council's approvals.

During construction, all utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner of the proposed construction.

ATTACHMENTS

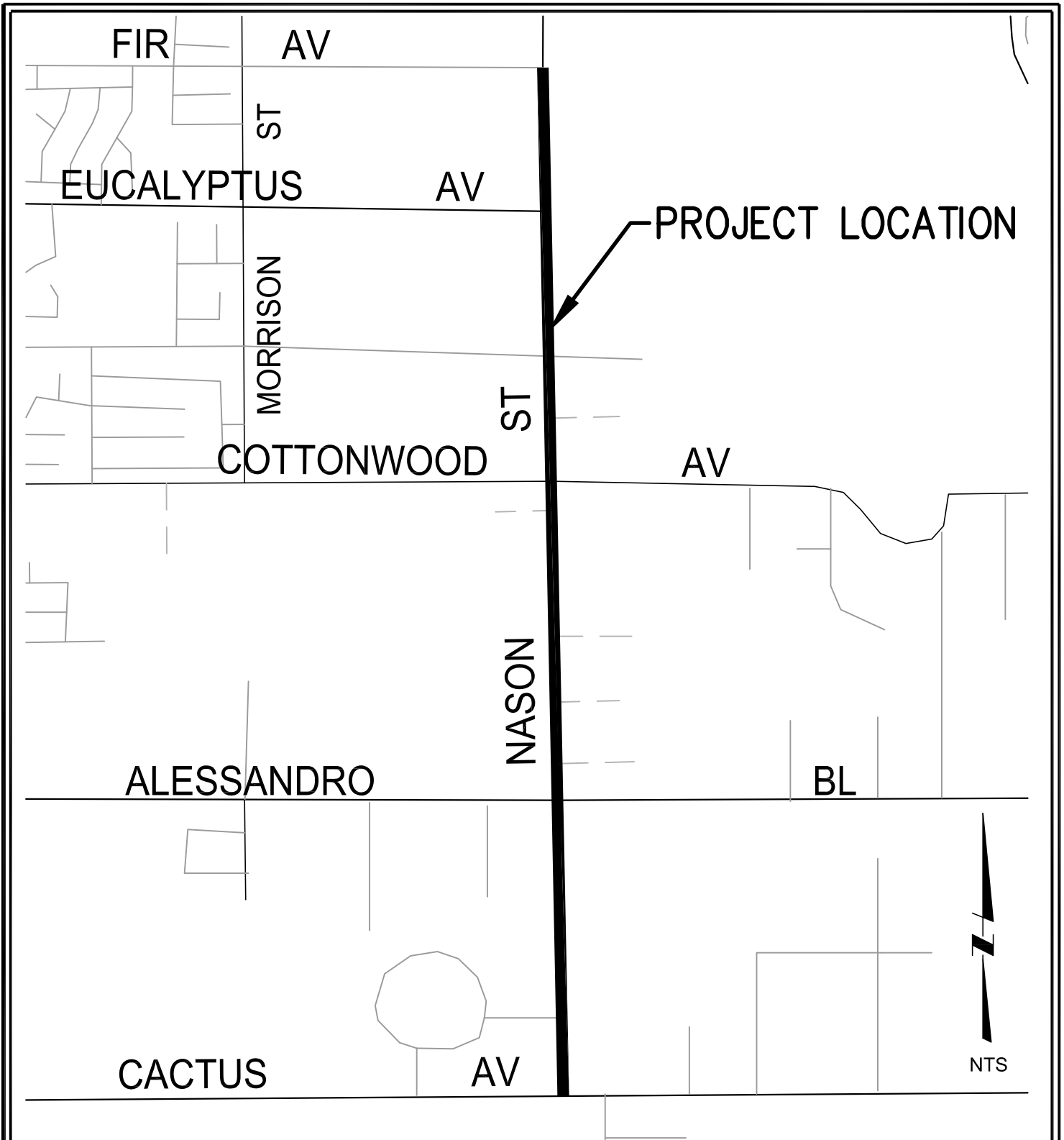
- Attachment 1: Location Map
- Attachment 2: Agreement with Hillcrest Contracting, Inc.

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

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LOCATION MAP

Public Works Department
 Capital Projects Division

Scale: None

ATTACHMENT 1

NASON STREET IMPROVEMENTS
 FROM CACTUS AVENUE TO FIR AVENUE
 PROJECT NUMBER 801 0001 70 77

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AGREEMENT

PROJECT NO. 801 001 70 77

**NASON STREET IMPROVEMENTS
FROM CACTUS AVENUE TO FIR AVENUE**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hillcrest Contracting Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. 1, 1 Revised, and 2 inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. Other Agency Standard Plans
- L. The bound Bidding Documents
- M. Contractor's Certificates of Insurance and Additional Insured Endorsements
- N. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor for informational purposes:

- A. SWPPP/WPCP
- B. Geotechnical Report

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor’s full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder’s Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is Seven Million Nine Hundred Seventy Two Thousand Seven Hundred Twenty Four and 53/100 Dollars (\$7,972,724.53) (“Contract Price”). The Alternate Bid Items selected by the City and included in the Contract are: 1, 2, 3, and 4. It is understood and agreed that the quantities set forth in the Bidder’s Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder’s Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be determined in accordance with the following:

Base Bids A, B, C	250 Working Days
Alternate #1	40 Working Days
Alternate #2	10 Working Days
Alternate #3	20 Working Days
Alternate #4	20 Working Days

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **Two Hundred and Fifty (250) Working Days for Base Bids A, B, and C, and up to Three Hundred Forty (340) Working Days for the Base Bids plus Alternates #1, #2, #3, and #4.** The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

C. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

D. Notice to Proceed to Pothole Pole Foundation Locations, and Notice to Proceed with Order of Materials. At the appropriate time, as determined by the City and per these Specifications, the City will issue the Notice to Proceed Pothole Foundation Locations, and the Notice to Proceed with Order of Materials.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

6.1. Liquidated Damages. The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or, failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$840.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

There is one Completion Milestone with this project: Milestone 1 is defined as requiring the Contractor to complete Base Bid - Schedule C (excepting Item Nos. 178 – 205), which is the Rule

20B and Rule 20A ducts and structures dry utility improvements (SCE, Verizon, Time Warner Cable, and Sunesys) within 50 working days of the Initial Notice to Proceed. Milestone 1 is considered to be completed once the Contractor provides the City with written acceptance from the dry utility inspectors (SCE, Verizon, Time Warner Cable, and Sunesys) for their respective conduit systems. In the event the Contractor fails to complete Milestone 1 as stated, the Contractor agrees to pay the City **\$840.00 per Calendar day** that completion of Milestone 1 is delayed beyond the 50 working days.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

6.3. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. **INSURANCE.**

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor’s (and the Subcontractors’) insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor’s (and its Subcontractors’) insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor’s (and its Subcontractors’) insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City’s approval of self-insurance, if any, is within the City’s sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner’s reasonable request provide evidence of:
 - (a) Contractor’s “net worth” (defined as “total assets” [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside

- liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
- (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

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

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability “occurrence” form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors’ limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers’ Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers’ compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers’ compensation insurance with statutory limits and Employer’s Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a “waiver” form certifying that no employees subject to the Labor Code’s Workers’ Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors’ Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City’s Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims,

demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold

harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents (“Indemnitees”), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor (“Indemnity Claims”). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City’s premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor’s warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City’s Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's

Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

Hillcrest Contracting, Inc.

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

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

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

CONTRACTOR'S BONDS

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)**

PROJECT NO. 801 0001 70 77

**NASON STREET IMPROVEMENTS
FROM CACTUS AVENUE TO FIR AVENUE**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hillcrest Contracting, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 801 0001 70 77**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

**ADDITIONAL OPTIONAL INFORMATION
INSTRUCTIONS FOR COMPLETING THIS FORM**

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ∨ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ∨ Indicate title or type of attached document, number of pages and date.
 - ∨ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

BOND NO. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

PROJECT NO. 801 0001 70 77

**NASON STREET IMPROVEMENTS
FROM CACTUS AVENUE TO FIR AVENUE**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Hillcrest Contracting, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 801 0001 70 77**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

PAYMENT BOND
00602-1

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ∨ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ∨ Indicate title or type of attached document, number of pages and date.
 - ∨ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.



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: May 13, 2014

TITLE: APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES WITH RBF CONSULTING, AND APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES WITH ATHALYE CONSULTING ENGINEERING SERVICES FOR THE NASON STREET IMPROVEMENTS FROM CACTUS AVENUE TO FIR AVENUE - PROJECT NO. 801 0001 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761-8656, to provide Construction Survey Services for the Nason Street Improvements from Cactus Avenue to Fir Avenue Street project for \$175,000.00.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.
3. Authorize an issuance of a Purchase Order with RBF Consulting in the amount of \$175,000.00 when the Agreement has been signed by all parties.
4. Approve the Agreement for Professional Consultant Services with Athalye Consulting Engineering Services, 3200 Guasti Road, Ste. 100, Ontario, CA 91761, to provide construction management and inspection services for the Nason Street Improvements from Cactus Avenue to Fir Avenue project for \$520,000.00.
5. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Athalye Consulting Engineering Services.

6. Authorize an issuance of a Purchase Order with Athalye Consulting Engineering Services in the amount of \$520,000.00 when the Agreement has been signed by all parties.

SUMMARY

This report recommends approval of the Agreement for Professional Consultant Services with RBF Consulting (RBF) for construction survey services, and the approval of the Agreement for Professional Consultant Services with Athalye Consulting Engineering Services (Athalye) for construction management and inspection services for the Nason Street Improvements from Cactus Avenue to Fir Avenue project. The project is funded with the Total Road Improvement Program (TRIP) Capital Projects funds and has been approved in the 2013/2014 Capital Improvement Plan (CIP).

DISCUSSION

The Nason Street Improvements project proposes to construct improvements along Nason Street from Cactus Avenue to Fir Avenue for a 4-Lane Divided Arterial Augmented Parkway with 120 foot right of way and 86 foot roadway width. The improvements will include curb and gutter, sidewalk, street lights, and drainage facilities. Traffic signal modifications will be constructed at intersections with existing traffic signs and a new traffic signal at Medical Center Drive will also be completed. Undergrounding of overhead utilities and installation of proposed utilities are also part of the improvements.

The project was advertised for construction bids in January 2014. Formal bidding procedures were followed in conformance with the Public Contract Code. Bids were opened on April 9, 2014. The award of the construction contract to the lowest responsive bidder is scheduled for City Council consideration on May 13, 2014.

In order to prepare for the construction phase of the project, the City solicited proposals from professional survey consultants, professional geotechnical consultants, and from professional construction management and inspection consultants. The City advertised, published, and distributed three (3) Requests for Proposals (RFP). On April 10, 2014, the City received eight (8) proposals from qualified survey consultants and twelve (12) proposals from qualified geotechnical consultants. On April 17, 2014, the City received ten (10) proposals from qualified construction management consultants.

A selection team of City staff reviewed the proposals and ranked them in order, based on the firms' experience and qualifications, experience of key personnel on projects, and project approach/understanding. RBF was selected as the most qualified professional surveying firm, C.H.J. Inc. was selected as the most qualified professional geotechnical firm, and Athalye was selected as the most qualified professional construction management firm.

Staff has completed negotiations with the top-ranked firm in each discipline and recommends awarding a professional consultant services agreement for construction survey services to RBF in the amount of \$175,000.00. Staff also recommends awarding a professional consultant services agreement for construction management and inspection to Athalye in the amount of \$520,000.00. The proposal selected for the provision of professional consultant geotechnical services is in under \$100,000.00 therefore; City Council approval is not required to enter into Agreement with C.H.J. Inc. for professional geotechnical services.

If approved by City Council, separate Purchase Orders for each Agreement will be issued for the amounts stated.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of needed improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

City Council authorized the Nason Street Improvements from Cactus Avenue to Fir Avenue in the Fiscal Year (FY) 2011-2012 CIP and the appropriation of up to \$15 million for the project. The project is fully funded in the FY 2013-2014 CIP. **There is no impact to the General Fund.**

BUDGETED FUNDS – FISCAL YEAR 2013/2014

Total Road Improvement Program (TRIP) Fund	
(Account 3411-70-77-80001) (Project No. 801 0001 00 77-3411)	\$11,767,390
Total Project Budget	\$11,767,390

ESTIMATED PROJECT COSTS - FISCAL YEAR 2013/2014:

Construction Costs (includes 10% contingency)	\$8,770,000
Design Engineering and Environmental Costs	\$833,000
Right of Way Acquisition	\$520,000
Design Construction Support	\$90,000
Southern California Edison undergrounding Rule 20B	\$680,000
Construction Geotechnical Services.....	\$60,000
Construction Surveying Services	\$175,000
Construction Management and Inspection Services	\$520,000
Project Administration*	\$110,000
Total Estimated Construction-Related Project Costs	\$11,758,000

*City staff will provide Project Administration and provide oversight of Construction Management and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....June 2014
Anticipated Completion of ConstructionNovember 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.

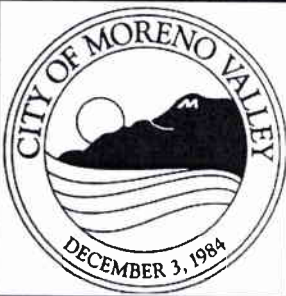
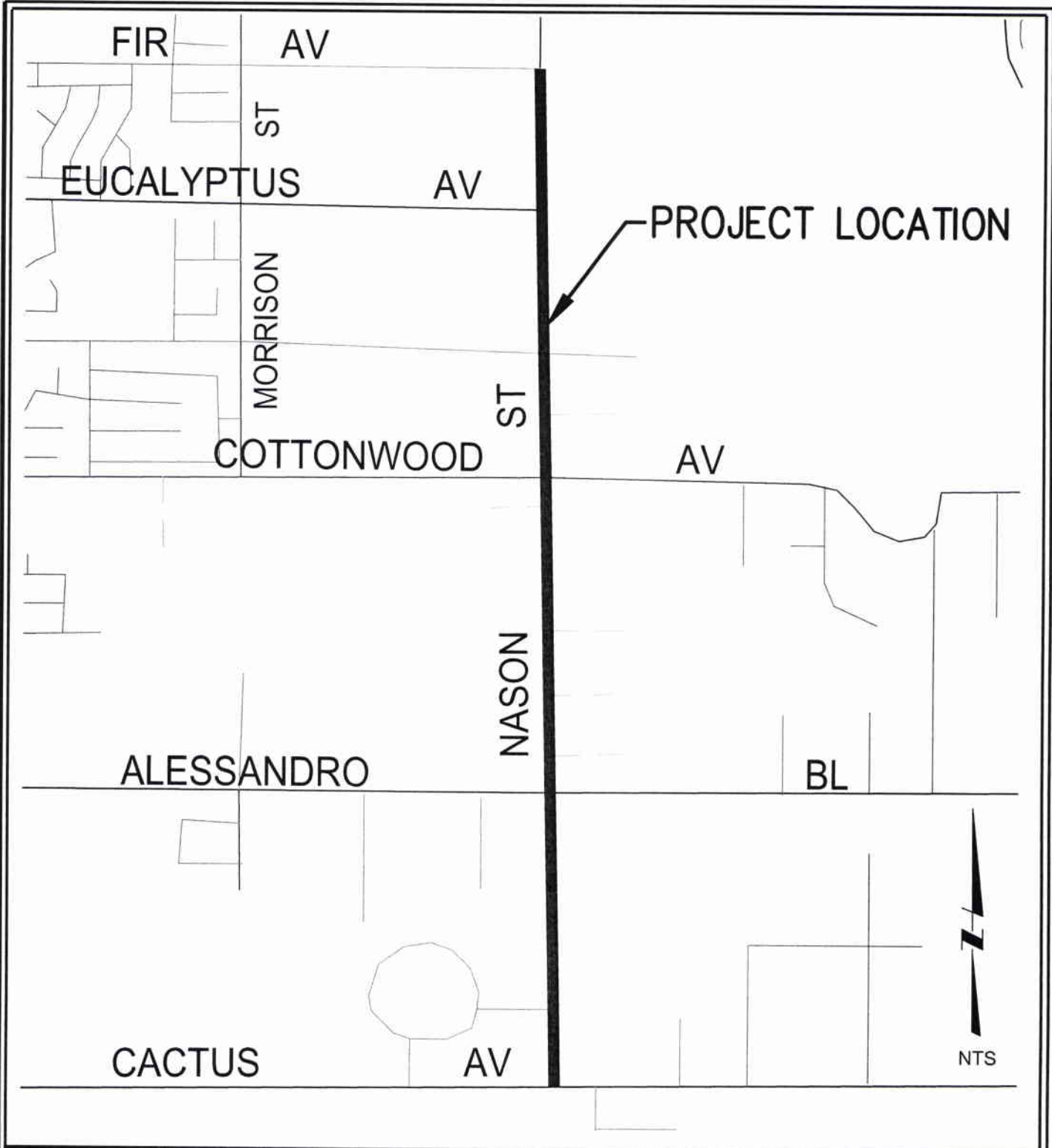
ATTACHMENTS

- Attachment 1: Location Map
- Attachment 2: Agreement for Professional Consultant Services with RBF
- Attachment 3: Agreement for Professional Consultant Services with Althalye

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



LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT 1

NASON STREET IMPROVEMENTS
FROM CACTUS AVENUE TO FIR AVENUE
PROJECT NUMBER 801 0001 70 77

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**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0001 70 77**

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

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the 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 0001 70 77**

DESCRIPTION OF PROJECT

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

Nason Street Improvements from Cactus Avenue to Fir Avenue.

Project No. 801 0001 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 **\$175,000** 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/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 **December 31, 2016**, subject to any earlier termination in accordance 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0001 70 77**

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 any other respect on the basis of race, religious creed, color, national origin, ancestry, physical

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0001 70 77**

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
CONSULTANT SERVICES
PROJECT NO. 801 0001 70 77**

(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 0001 70 77**

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
CONSULTANT SERVICES
PROJECT NO. 801 0001 70 77**

(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.

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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

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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

RBF Consulting

BY: _____
City Manager

BY: _____

Name: _____

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: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

- Exhibit "A" - City's Request for Proposal
- Exhibit "B" - Consultant's Proposal
- Exhibit "C" - City's Responsibility
- Exhibit "D" - Terms of Payment
- Exhibit "E" - Insurance Requirements

W:\CapProj\CapProj\PROJECTS\Larry - 15-12185820 - Nason from Cactus to Fir\CC Reports\051314 SurveyGeoConMgmt&Inspect\ Attachment 2 2014_Nason Cactus to Fir RBF Survey Agrmt.docx

Exhibit "A"

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR
NASON STREET IMPROVEMENTS
FROM CACTUS AVENUE TO FIR AVENUE
PROJECT NUMBER: 801 0001 70 77
FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION**

I. INVITATION

You are hereby invited to submit a Proposal for construction survey services associated with the above referenced project.

Five (5) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk [CD]) of your Proposal shall be submitted before **5:00 p.m., April 10, 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: Larry Gonzales, Senior Engineer, P.E.

II. GENERAL PROJECT DESCRIPTION

The Nason Street Improvement Project proposes to construct improvements along Nason Street from Cactus Avenue to Fir Avenue for a 4-Lane Divided Arterial Augmented Parkway with 120 foot right of way and 86 foot roadway width. The improvements will include curb and gutter, sidewalk, street lights, and drainage facilities. Traffic signal modifications will be constructed at intersections with existing traffic signs and a new traffic signal at Medical Center Drive will also be completed. Undergrounding of overhead utilities and installation of proposed utilities are also part of the improvements. It is recommended that the Plans and Specifications be reviewed to fully understand the scope of services. These may be obtained on CD, in person at City Hall, or by providing a Fed Ex account number to Stephanie Cuff or Barbara Hamilton by calling 951.413.3130. The cost of the CD is \$10 and the Fed Ex fee is \$10 (if applicable).

III. PROJECT BUDGET AND SCHEDULE

This project is funded by California Communities Gas Tax Revenue, Certificates of Participation (COPs), Series 2011B, Total Road Improvement Program (TRIP) and funding is budgeted at \$13.89 million. The project was advertised on February 13, 2014 and the bid opening is scheduled for April 2, 2014. The project allows up to 370 working days, depending on the selection of up to five Alternate bid schedules, to complete the project.

The Tentative Schedule is as follows:

Anticipated Award of this Consultant Contract: May 13, 2014
Anticipated Start of Construction: June 2014

If deemed necessary, the City may hold interviews. If interviews are held, the top three companies will be notified at least one week prior to interviews.

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IV. SCOPE OF SERVICES

The scope of work for this RFP includes **all reasonable and customary construction surveying/staking items of work, necessary and prudent per the construction scope of work identified in the project plans and specifications.** The construction project Bid Schedule and the Project Specific Scope of Work may be located by referencing the Table of Contents in the Specifications.

Your proposal should include:

- A. Identification of the Project Manager, party chief and other key personnel. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- B. Identification of minimum number of hours for survey crew/day as well as travel time (if applicable). City's preference is two (2) hours minimum with no travel time. Field hours are subject to verification/acknowledgement on a daily basis by the City's project inspector.
- C. Attendance at weekly project meetings assuming ten (10) meetings.
- D. At the inception, confirm the validity of base design survey and establish horizontal and vertical control, verify critical points with field survey to avoid conflicts during construction, tie out permanent survey monuments and other existing survey features that need to be perpetuated, as-build corner ramps to be removed and replaced and identify street station numbers at 50' interval for ready reference throughout the project. Propose any other pro-active strategies to minimize "surprises."
- E. Reasonable allowance for unforeseen work and re-staking.
- F. Identify how your firm would partner with the City to achieve efficiencies in your services for a successful and predictable project execution.
- G. Current Fee / Rate Schedule good through the end of the project. All rates should include the vehicle and all non-specialty survey equipment. The rate schedule must list titles, names, roles, and hourly billing rates in rows. All extra work will require prior approval from the City.
- H. **Scope of work, including field, office, and project management hours, type of survey/staking (within the proposal) and fees (under separate cover) identified for each of the three Base Bid and five Alternate Bid items.**
- I. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration.
- J. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.**
- K. Elaborate and explain how the Consultant proposes to manage this fast paced, multiple concurrent construction activities project efficiently with high standards of quality and service.

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The City intends to select one firm through this RFP process. The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works construction surveying and office support. The selected Consultant shall provide surveying services with personnel trained and experienced in survey layout for the construction of public works improvements and particularly the types of construction required for this project, including tying and setting monumentation. The minimum field personnel experience required includes ten (10) years of construction surveying of increasingly complex public works projects. The selected Consultant firm must also provide all equipment and supplies necessary to perform the surveying services for the construction of the improvements and support services necessary to complete the scope of work. It is expected that the selected Consultant to fulfill this contract will be able to provide qualified survey personnel on an on-demand basis with 24-hour notice for construction surveying for the duration of the construction project, and as needed for earthwork quantity determination services, preconstruction activities, and as necessary to close out the project.

In general, the Consultant surveyors shall have the necessary training, knowledge, and experience related to the standards of practice for laying out construction work for the specific type of construction to be performed for this project. Additionally, the Consultant surveyors must be familiar with the safe practices required when working around all types of construction equipment that will be utilized on this project, including equipment for roadway construction and grading and trench excavation. The Consultant surveyors shall be familiar with the industry standards of practice for the execution of quality public works construction projects and shall be able to understand and interpret public works construction plans and specifications; the Standard Specifications for Public Works Construction (Greenbook); Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFC & WCD) standards; Southern California Edison (SCE) standards, Moreno Valley Utility (MVU) standards, Verizon standards, Time Warner Cable (TWC) standards, Sunesys standards, and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant surveyors shall be able to interact professionally with contractors, engineers, inspectors, utility personnel, property owners, business owners, and the public at large; coordinate with other City personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant surveyors and support personnel shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

The Consultant surveyors must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land Surveyors as a Land Surveyor. (Registration as a Civil Engineer prior to 1982 may be substituted for the registration as a Land Surveyor).

General Activities:

The Consultant shall provide public works construction surveying services for this project to generally include, but not be limited to, the following:

1. Attend the pre-construction meeting.
2. Mark removals.

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3. Establish and confirm horizontal and vertical control, as required.
4. Set monument ties – Prior to the beginning of the construction, all monuments must be researched, tied out, and submitted to the Project Engineer. Monuments that are destroyed during construction shall be replaced per the 1997 Land Survey Act, Article 4, Section 464 – Corner Record. Tie sheets shall be submitted per the City of Moreno Valley Tie-Out Standard 601C and 601D on Mylar. Original monument tie-out sheets, corner records, and/or record of survey shall be provided to the City prior to the release of the final progress Payment. Assume two (2) monuments will need to be reset.
5. Construction staking shall consist of stakes for all relocated utility facilities (e.g., conduit, vaults pull boxes, pedestals, cabinets, power poles, water meters, etc.), including SCE, MVU, Verizon, TWC, Sunesys, EMWD, proposed storm drain improvements, water, sewer, recycled water improvements, parkway drains, AC pavement limits and grade control, rough and finish grading, roadway pavement, base, subgrade, sidewalk, concrete curb and gutter, driveway and driveway approach, utility adjustments, fence, gate, wall, private property improvements, and related improvements as shown on the plans. Re-staking is to be identified separately on the invoice with a clear notation if it is a contractor or City responsibility. Allow adequate on-site un-foreseen and re-staking time based on your past experience.
6. Participate with the City in meetings with contractors, public utility agencies, and other government agency representatives, as requested.

Office Activities:

1. Review and thoroughly understand all contract documents, including construction drawings and specifications.
2. Participate in pre-construction meetings, field meetings, construction progress meetings, equal opportunity meetings, final walk-through meetings, as-built plan completion meetings, meetings with public utility agencies and other government agency representatives, and other administrative meetings as necessary.
3. Project Manager must communicate/coordinate with City PM/CM/RE on a daily/regular basis and determine the remaining project budget vs. remaining project work on a monthly basis.
4. Research records and provide establishment of high quality survey control.
5. Prepare survey crew(s) for efficient and accurate provision of survey layout of planned work.
6. Measure and report on Contractor's quantities of extra work when requested by City.
7. Assist in the negotiation of change orders as requested by City.
8. Prepare and maintain records of survey work requested and completed, survey related computer files, daily survey work (when on-site), survey field notes, survey grade sheets, and maintain all construction survey related records and files at the project site for project team's ready reference.
9. Provide labor compliance reports and certified payroll of the Consultant's field work.

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Field Activities:

1. Conduct field construction surveying, including establishment of line, grade, size, elevation, location of improvements in conformance to design plans and specifications, and tying out and re-setting/replacing of monumentation.
2. Coordinate with the Contractor, City personnel, various utility company and agency personnel, and other consultants on the job site as needed.
3. Coordinate ongoing construction surveys and staking, as required, including reviewing and monitoring the Contractor's requests for re-staking.
4. Keep daily survey field notes and take photographs of the field staking work. A daily (when on-site) report identifying work done by the surveyor shall be submitted to the Project Inspector by the next business day for review, acknowledgement of hours and filing.
5. During the course of field surveying, if the Consultant surveyor's personnel observe an unsafe situation, he/she shall immediately advise the Contractor's nearest available personnel and notify the City's Inspector and the Engineer.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

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

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

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

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- E. Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.
- F. Quality Control and Assurance:** Discuss QA/QC proposed for this project.
- G. Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
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 and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

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

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7. **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. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. **This should be done for each of the three Base Bid schedules and each of the five Alternate Bid schedules.** Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.
8. 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 RFP. **An Itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal. This should be done for each of the three Base Bid and each of the five Alternate Bid schedules.** All extra work will require prior approval 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 statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. 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.
14. 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.

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15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," "Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. 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.
17. 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.
18. Complete the "Disclosure of Lobbying Activities" form (see attached).
19. Complete the "List of Subconsultants" form (see attached).

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

VII. FEDERAL EMPLOYEE BENEFIT

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

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

VIII. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fee."
- B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.

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- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

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

IX. INSURANCE

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

<u>GENERAL LIABILITY</u>		
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.

**REQUEST FOR PROPOSAL FOR
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PROJECT NO. 801 0001 70 77**

- E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

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

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

X. INDEMNIFICATION

- A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, and the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), 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

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harmless shall not include claims arising from the negligence or willful misconduct of the City, and CSD, MVHA, 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 Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), 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, CSD, MVHA, their officers, agents, or employees.
- C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, CSD's, and MVHA'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, CSD, MVHA, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

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

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XIII. CONTRACT

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

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

XIV. GENERAL CONDITIONS

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

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

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

XV. SELECTION CRITERIA

- A. The following is the selection criteria for Professional Consultant Survey Services:
1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-Consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
 2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/ knowledge of the proposed Project Manager, Party Chief and other key personnel

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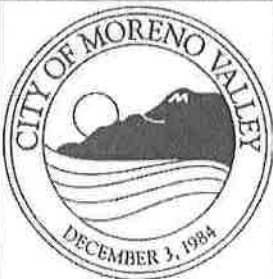
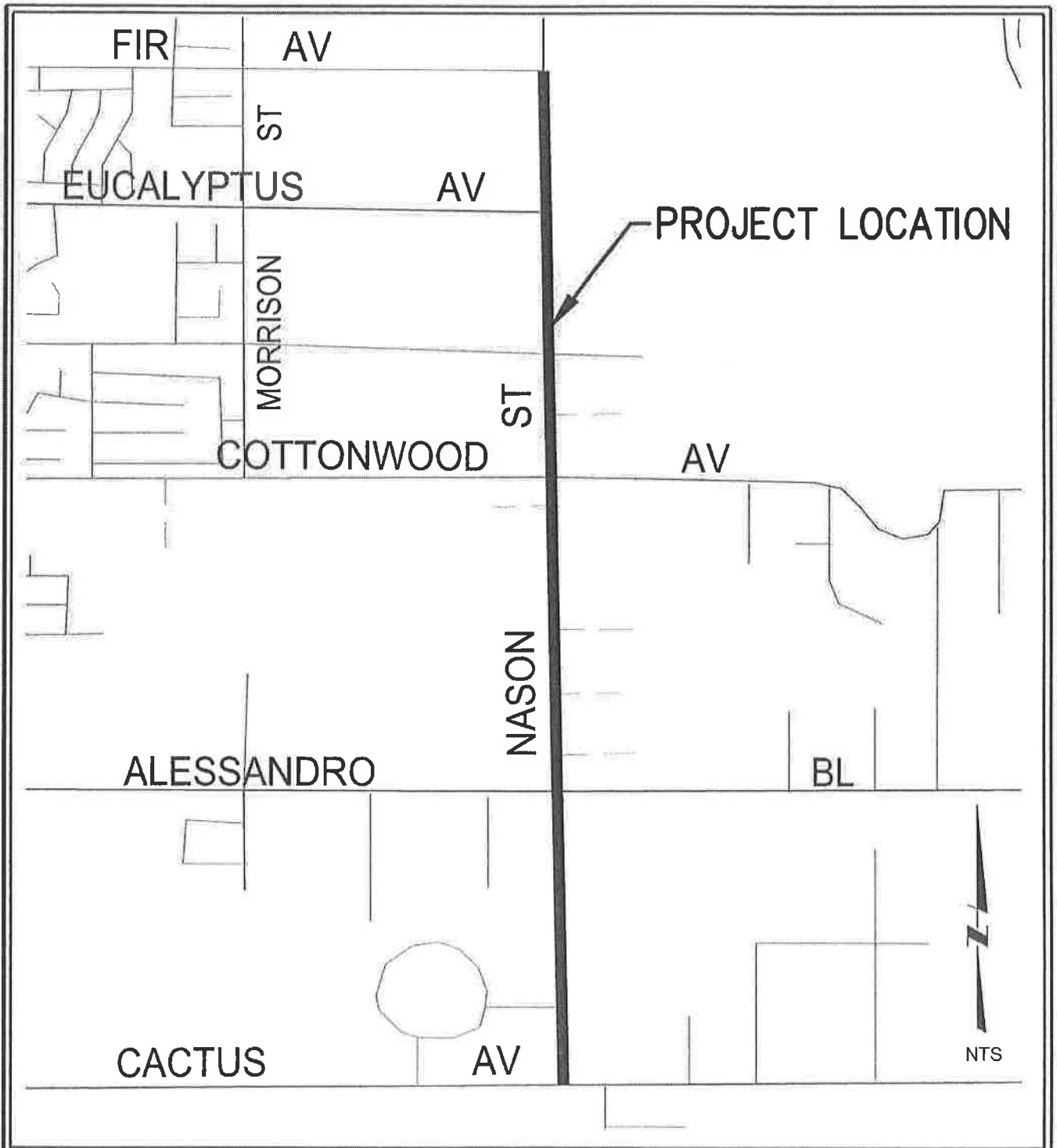
3. Project Approach/Understanding (40 points) – Understanding of project, discussion of major issues identified on the project and how the Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction.

Exhibits / Attachments (Incorporated by reference)

Attachment "A" – Location Map

Attachment "B" – City Standard Agreement for Professional Consultant Services

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LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

NASON STREET IMPROVEMENTS
FROM CACTUS AVENUE TO FIR AVENUE
PROJECT NUMBER 801 0001 70 77

Attachment "B"

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXXXX**

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 work hereinafter described as "Project"; and

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

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

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

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

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

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DESCRIPTION OF PROJECT

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

Project Name

Project No. XX-XXXXXXX

SCOPE OF SERVICES

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

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

PAYMENT TERMS

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

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

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

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

OR

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

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

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

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

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

SPECIAL PROVISIONS

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

12. The Consultant may also retain or subcontract for the services of other necessary

**AGREEMENT FOR PROFESSIONAL
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consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley *for RDA only*, 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, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley *for RDA only*, their officers, agents or employees.

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(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley *for RDA only*, 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, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley *for RDA only*, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

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

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

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property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

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

GENERAL LIABILITY

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

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

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

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

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

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course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

SIGNATURE PAGE FOLLOWS

SAMPLE

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

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

City of Moreno Valley

Consultant Name

BY: _____
Department Head/Mayor/City Manager
(Select only one please)

BY: _____

Date

TITLE: _____
(President or Vice President)

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

ATTEST:

City Clerk (not needed if City Manager signs)

APPROVED AS TO LEGAL FORM:

City Attorney

DATE: _____

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

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

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

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, 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

EXHIBIT "D"

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 Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 Is Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	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 (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI):	
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)	

Standard Form LLL Rev. 06-04-90

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

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

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

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

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

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

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	

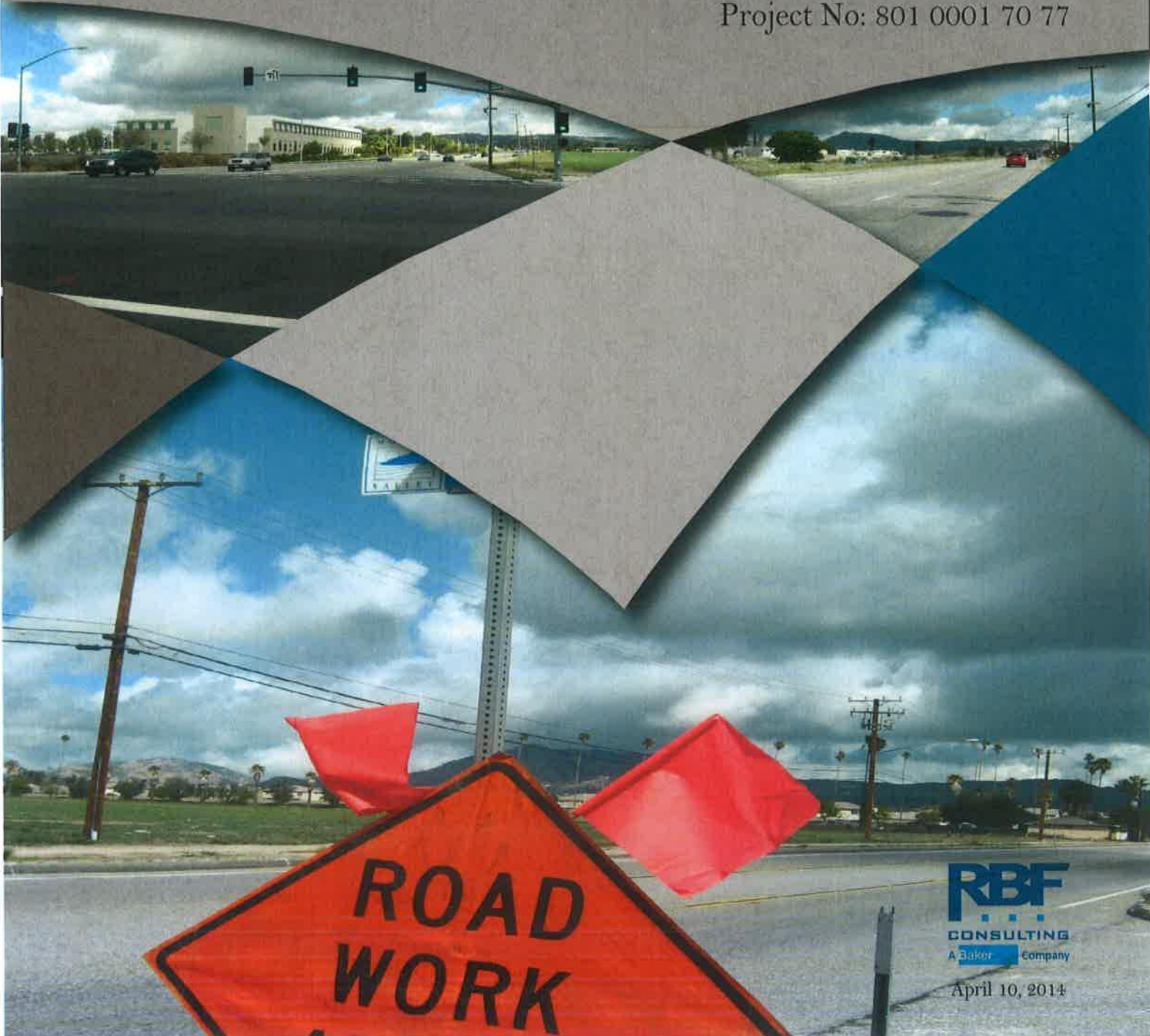
Duplicate this form as necessary to report all subconsultant(s) information.

Exhibit "B"

PROPOSAL

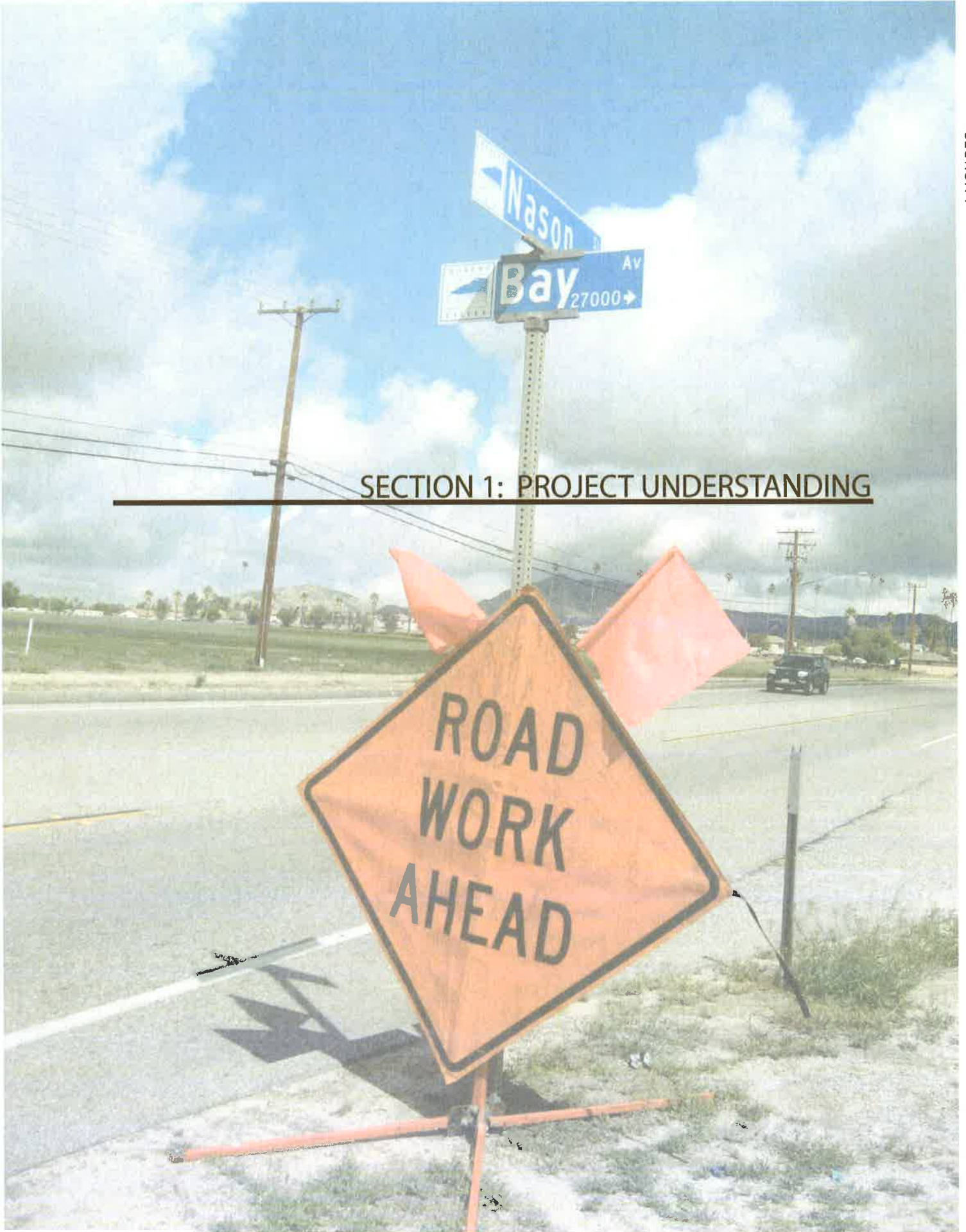
Professional Consultant Construction Survey Services for Nason Street Improvements Cactus Avenue to Fir Avenue

Project No: 801 0001 70 77



RBF
CONSULTING
A Baker Company

April 10, 2014



SECTION 1: PROJECT UNDERSTANDING



3300 East Guasti Road, Suite 100
Ontario, CA 91761-8656
909.974.4900
909.974.4004 Fax
www.rbf.com
www.mbakercorp.com

April 10, 2014

City of Moreno Valley
Attn: Larry Gonzales, Senior Engineer, P.E.
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

Subject: Proposal for Professional Consultant Construction Survey Services for
Nason Street Improvements from Cactus Avenue to Fir Avenue
Project No. 801 0001 70 77

Dear Mr. Gonzales:

RBF Consulting, a Baker Company (RBF) is pleased to present our proposal to provide construction survey services to supplement and support operations at the City of Moreno Valley. Our proposal has been prepared in strict accordance with the City's request for proposal (RFP).

Your Primary Contact

Lawrence Truman, PLS
Project Manager
3300 East Guasti Road, Suite 100
Ontario, CA 91761
909/974-4900, Fax 909/974-4004
ltruman@rbf.com

Mr. Truman, PLS, Project Manager will be supported by a highly qualified technical team, who has significant experience providing construction surveying services on such projects as Lasselle Street Median and Sidewalk Improvements (Lasselle, Cactus and Ivy Street), Aquabella Master Planned Community and Skechers Distribution Center. RBF also prepared, Street and Storm Drain plans for the Nason Street from Iris Avenue to Cactus Avenue giving RBF significant experience and knowledge of this project.

By selecting the RBF Team, the City will receive the following benefits:

- I will be the Project Manager dedicated to providing superior levels of service for all City Survey requests
- Paul Schell, PLS, experienced survey crew chief dedicated to the City of Moreno Valley
- Access to the vast resources and technical expertise of RBF
- 5 fully equipped, highly qualified and experienced survey crews based in Ontario & Temecula
- Our Survey Team is committed and available within 24 hours or sooner, if needed for support
- We have proven successful recent completions on similar projects for time and budget
- Local knowledge of the project

Thank you for the opportunity to present our proposal to the City of Moreno Valley. Our proposal remains valid for 90 days from the date of the submittal. We are ready to meet with you personally to discuss our qualifications and project approach. Please contact me at 909-974-2045 or ltruman@rbf.com to discuss any aspect of this submittal.

Respectfully submitted,

Lawrence Truman, PLS
Vice President Surveying/Project Manager

Cover Letter

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7.0 ADDITIONAL RELEVANT INFORMATION

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8.0 ADDITIONS & EXCEPTIONS

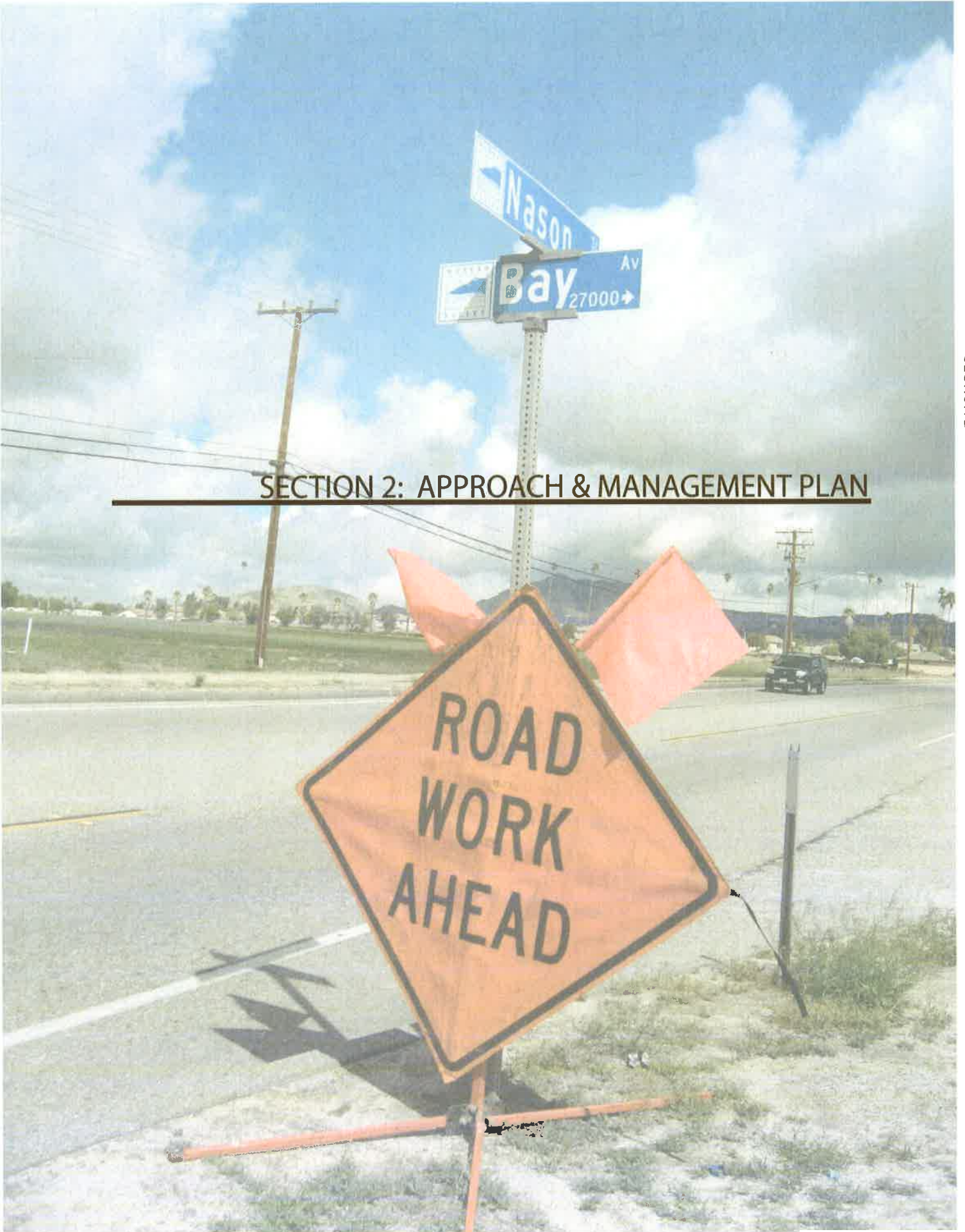
9.0 APPENDICES

Resource Matrix
 Hourly Rate Schedule
 Disclosure of Lobbying Activities Form
 List of Subconsultants Form
 Project Team Resumes

FEE SCHEDULE

Fee Schedule..... Submitted separate electronically

SECTION 2: APPROACH & MANAGEMENT PLAN



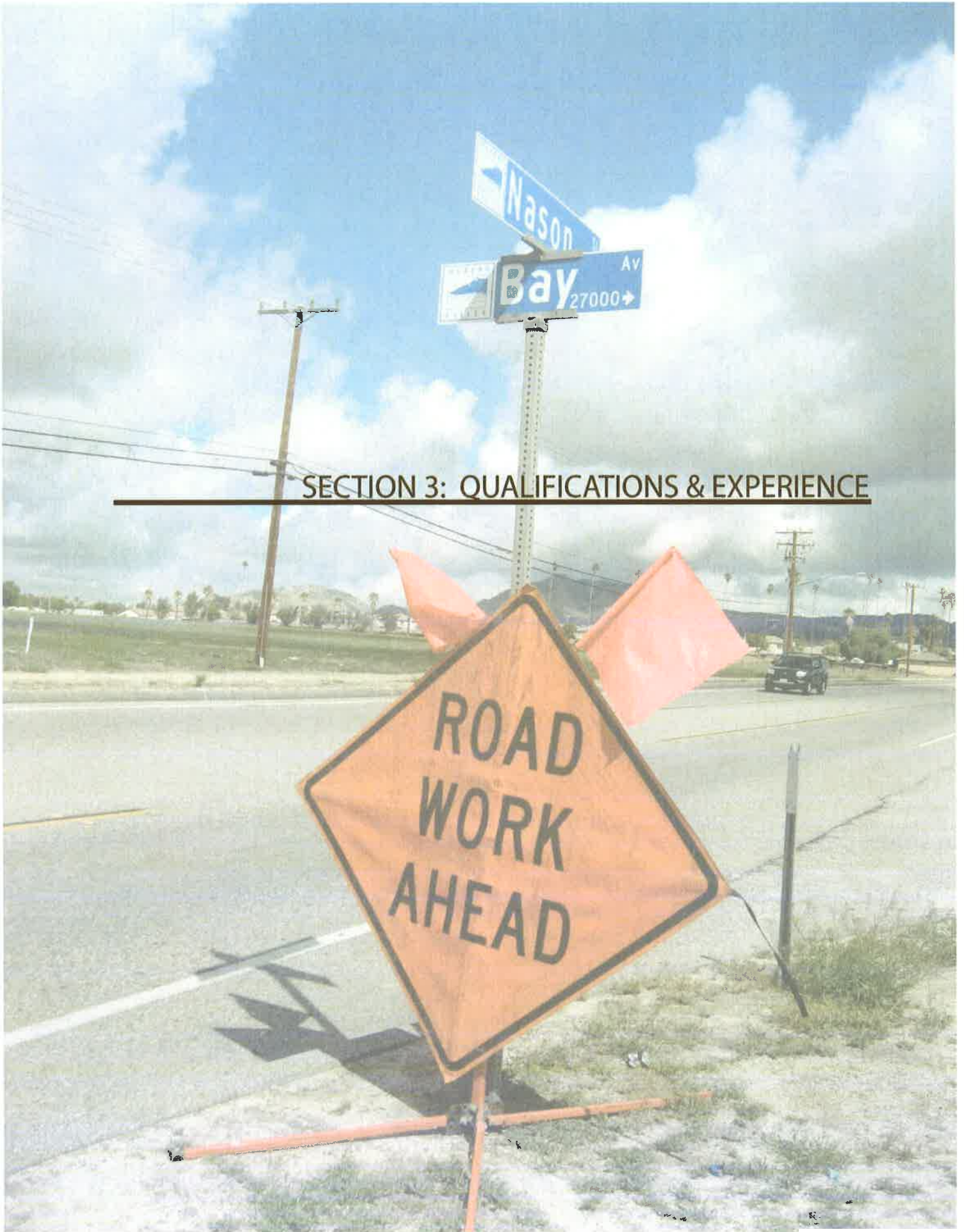
SECTION 1 - PROJECT UNDERSTANDING

The City of Moreno Valley is seeking a qualified and professional consulting firm to provide experienced personnel to conduct construction surveying services. The Nason Street Improvement project proposes to construct improvements along Nason Street from Cactus Avenue to Fir Avenue for a 4-lane divided arterial augment parkway with 120 foot right of way and 86 foot roadway width. The improvements shall include curb and gutter, sidewalk, street lights, and drainage facilities. Traffic signal modifications will be constructed at intersections with existing traffic signs and a new traffic signal at Medical Center Drive.



RBF Consulting surveyors have a thorough understanding of this construction project. We have been working on this project for eight years and have all the survey control, base design survey, and have tied in all of the points of connections. RBF Engineers have designed the street improvements plans.

The main issue will be keeping the staking of the facilities ahead of the contractors. RBF Consulting proposes to use a One Person Survey Crew with Fully Robotic Total Stations. Using robotic total stations with one surveyor will cut cost and time. We have been on the fore front of developing methods and procedures for using a one person survey crew.



SECTION 3: QUALIFICATIONS & EXPERIENCE

SECTION 3

SECTION 2 – APPROACH & MANAGEMENT PLAN

RBF Consulting approach to this project will be as a team member willing to do what it takes to meet the goals for the project. RBF has performed construction surveying services for hundreds of these very same type projects throughout the Inland Empire in the last 30 years.

RBF Management Plan is to assigned a **Sr. Party Chief (Paul Shell, PLS)** to this project for the duration of the construction schedule. Mr. Shell will be a working party chief doing lay out staking of the facilities. He will also be in contact with city inspectors, construction manager, and contractors on a daily basis. He will have the authority to request more surveys as needed to keep the project on schedule. RBF has assigned three more party chiefs to assist on the project. Mr. Larry Truman, PLS will be the survey manager for the project and will assure that Mr. Shell has the staff and equipment to meet the project goals.

RBF field charges will be hours worked on a two, four, six, eight rule. There will be no additional cost beyond our fee schedule for overtime up to 11 hours a day and Saturdays.

RBF surveys all have smart phones and lap tops that are used to communicate and move data from the office to the field and back to the office. RFI can be resolved quickly so that the construction schedule is not impacted.

Deliverables will be cut sheets of all the facilities. These can be sent the same day as the staking via email to the CM, City Inspector, and Contractor. RBF also locates every construction point sets. This assures that the point was set in the right location. These digital files are also delivered along with hard and digital field notes.

To sum up RBF's management plan it is to keep the project moving forward to completion on schedule and under budget.

MANAGEMENT PLAN

The RBF Team will use a proven Project Management System which assures that a quality, on-time and on-budget project is delivered to the City of Moreno Valley. This methodology is used on each RBF project and is tailored to client needs and project complexity. The method allows the project manager to monitor schedule and budget, provide the planned effort for project production, quality control and assurance, develop action plans to address variances and assure the completion as planned. The development of a written **Project Management Plan** is the Project Manager's responsibility. Key elements of the plan include:

- Project Goals and Objectives
- Project Survey Standards and Criteria
- Scope of Work
- Deliverables
- Project Organization
- Roles of Project Principal, Project Manager, Task Leaders, and others

Schedule with Resource Loading
Surveying Budget
Communications Plan
Quality Plan including QC and QA with assignments of responsibility
Document Control Procedures/Filing System
Project Control Procedures
Billing Procedures
CADD/Drafting Standards
D/WBE Tracking



SECTION 4: STAFFING PLAN

SECTION 4

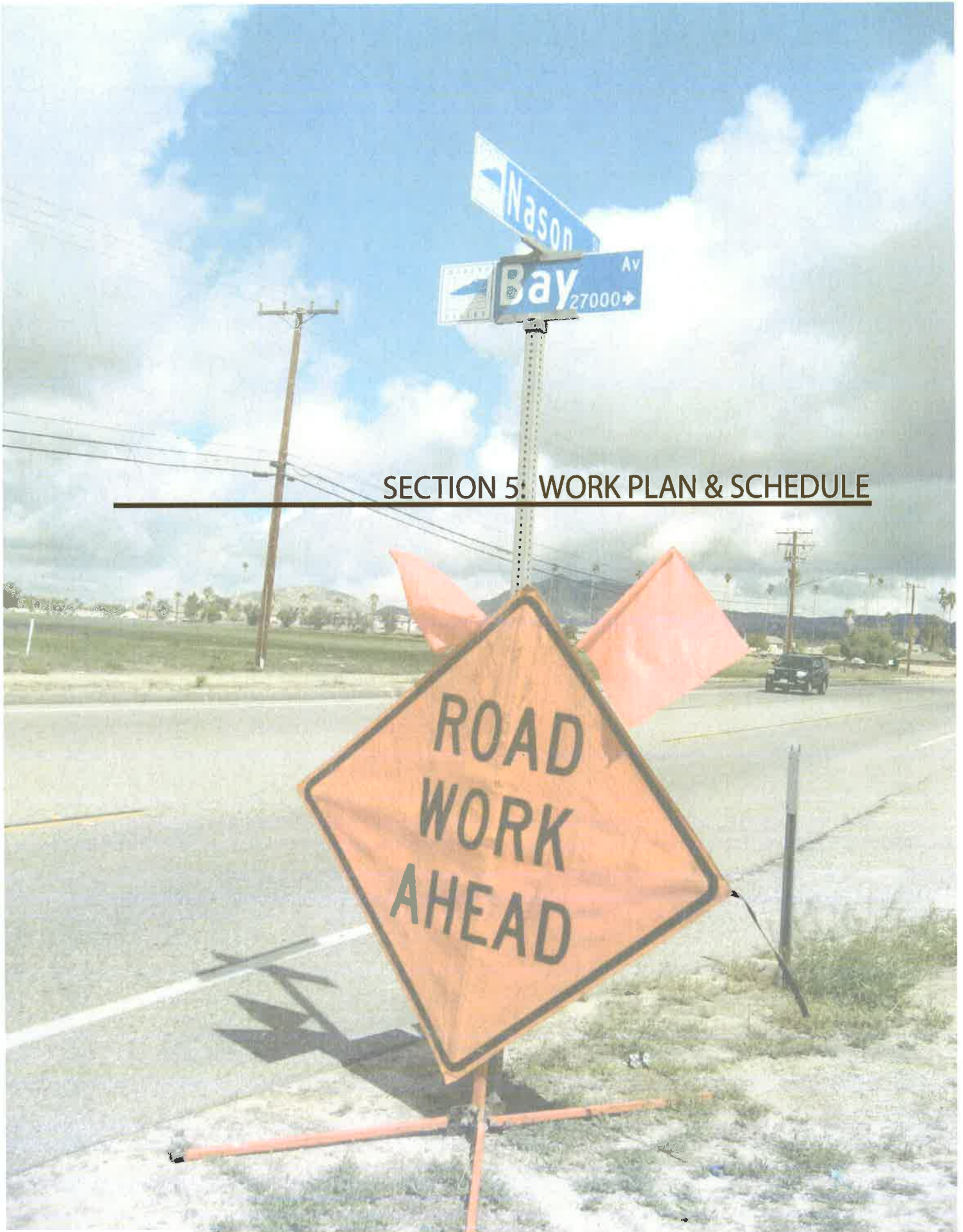
SECTION 4 – STAFFING PLAN

It is of primary importance to the strength and culture of our company and the benefit of our clients that RBF hire the most qualified people possible and ensure, before hire, that their abilities and goals align with RBF's requirements and goals. RBF's applies the following comprehensive process for identifying and selecting the best possible individuals to join our firm.

One of the most valuable attributes that RBF will provide to the City of Moreno Valley is the continuity of staff that will be assigned to the project. As you will see from the enclosed staff resumes in the Appendices section, many of our proposed project team members have been associated with RBF for over ten years. RBF has developed many of our representative surveying projects from initial concepts and preliminary design through final design plans, specifications and estimates.

RBF Staffing Plan is to assigned a **Sr. Party Chief (Paul Shell, PLS)** to this project for the duration of the construction schedule. Mr. Shell will be a working party chief doing lay out staking of the facilities. He will also be in contact with city inspectors, construction manager, and contractors on a daily basis. He will have the authority to request more surveys as needed to keep the project on schedule. RBF has assigned three more party chiefs to assist on the project. Mr. Larry Truman, PLS will be the survey manager for the project and will assure that Mr. Shell has the staff and equipment to meet the project goals.

The RBF Team is prepared to commit its personnel and its resources 100% to serving the City by providing professional consultant services for the professional construction surveying services Project. Our team of professionals is well balanced and experienced in working together on many successful projects.



SECTION 5: WORK PLAN & SCHEDULE

SECTION 5

SECTION 5 – WORK PLAN & SCHEDULE

Project Specific Scope of Work

BASE BID SCHEDULE A:

Base Bid – Schedule A (Cactus Ave. to Alessandro Blvd.)

Control Survey and Project Base Data Review

RBF Consulting will review all existing control information that was used to create the base data for the improvement plans. We will make vertical and horizontal ties in field from the project control points to the primary control points. The control points will set throughout the projects area for use in construction.

RBF Consulting will check the existing topographic features and infrastructure “tie in” points. Any deviations from the plan information will be brought to the city’s attention immediately.

Street Centerline Monumentation

RBF Consulting will tie out, per city standard, the street centerline monuments for Nason Street. The ties will be drawn on mylar per the standards. A pre-construction corner record of the centerline monuments will be filed with the County. After construction the monuments will be re-set per the centerline ties and a Final Corner Record will be filed with the County of Riverside.

Street Centerline Stationing

RBF Consulting will set nail and tins or other appropriate points along the centerline of Nason St. at 50 foot stationing with the stationing painted next to each nail and tin.

Project Limits and Limits of Clearing and Grubbing

RBF Consulting shall provide staking along the limits of grading as shown on the approved Street Improvement Plans. Stakes shall be set at approximate 100-foot intervals and can be offset if requested by Client prior to the beginning of survey. Limits of grading stakes are set primarily for clearing and grubbing and are not intended for use as rough grade or slope stakes. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Sawcut and Removal Lines

RBF Consulting will provide points along the sawcut line for removal of pavement or concert. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Remedial and Fine Grading

RBF Consulting shall provide staking for the remedial grading and export of earth work material.

Quantity Surveys and Calculations

RBF will provide surveying for measuring quantities and producing reports of our findings.

Bio-swales

RBF Consulting shall provide a set of stakes every 25 feet and at all B.C.s, E.C.s, angle points and grade breaks for the construction of the 3.5', 5', 5.5', & 7.5' bio-swales and for sub-drains. Drain inlet, cleanout, and connection to catch basin. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Curb and Gutter, Local Depression, and Driveways

RBF Consulting shall provide a set of line and grade stakes for the curb and gutter and local depressions. These stakes will be located on 25-foot stations and appropriate grade breaks and other points of control. Stakes will be set with appropriate offsets to the face of curb, as agreed upon by the Contractor and Consultant. All stakes will be marked to the finish top of curb grade. Cut sheets shall be supplied to the Client for distribution to the Contractor. Consultant shall place one stake, on line only, for the centerline of driveways.

Strom Drain and Parkway Culverts

RBF Consulting will provide a set of storm drain stakes for the 24' RCP, 36" CSP Riser and Catch Basins. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Utilities

RBF will set stakes as needed for the layout of facilities and lines for SCE, MVU, Verizon, TWC, Sunesys, and EMWD.

Traffic Signal

RBF Consulting will provide stakes for the construct of a street light. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Street Lights

RBF Consulting will provide stakes for each street light. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Miscellaneous Staking

RBF will budget 10% of the total survey crew hours for this portion the Base Bid for miscellaneous survey requests as requested by the client.

BASE BID SCHEDULE B:

Base Bid – Schedule B (Alessandro Blvd. To Fir Ave.)

Control Survey and Project Base Data Review

RBF Consulting will review all existing control information that was used to create the base data for the improvement plans. We will make vertical and horizontal ties in field from the project control points to the primary control points. The control points will set throughout the projects area for use in construction.

RBF Consulting will check the existing topographic features and infrastructure "tie in" points. Any deviations from the plan information will be brought to the city's attention immediately.

Street Centerline Monumentation

RBF Consulting will tie out, per city standard, the street centerline monuments for Nason Street. The ties will be drawn on mylar per the standards. A pre-construction corner record of the centerline monuments will be filed with the County. After construction the monuments will be re-set per the centerline ties and a Final Corner Record will be filed with the County of Riverside.

Street Centerline Stationing

RBF Consulting will set nail and tins or other appropriate points along the centerline of Nason St. at 50 foot stationing with the stationing painted next to each nail and tin.

Project Limits and Limits of Clearing and Grubbing

RBF Consulting shall provide staking along the limits of grading as shown on the approved Street Improvement Plans. Stakes shall be set at approximate 100-foot intervals and can be offset if requested by Client prior to the beginning of survey. Limits of grading stakes are set primarily for clearing and grubbing and are not intended for use as rough grade or slope stakes. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Sawcut and Removal Lines

RBF Consulting will provide points along the sawcut line for removal of pavement or concert. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Remedial and Fine Grading

RBF Consulting shall provide staking for the remedial grading and export of earth work material.

Quantity Surveys and Calculations

RBF will provide surveying for measuring quantities and producing reports of our findings.

Bio-swales

RBF Consulting shall provide a set of stakes every 25 feet and at all B.C.s, E.C.s, angle points and grade breaks for the construction of the 3.5', 5', 5.5', & 7.5' bio-swales and for sub-drains. Drain inlet, cleanout, and connection to catch basin. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Curb and Gutter, Local Depression, and Driveways

RBF Consulting shall provide a set of line and grade stakes for the curb and gutter and local depressions. These stakes will be located on 25-foot stations and appropriate grade breaks and other points of control. Stakes will be set with appropriate offsets to the face of curb, as agreed upon by the Contractor and Consultant. All stakes will be marked to the finish top of curb grade. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Strom Drain and Parkway Culverts

RBF Consulting will provide a set of storm drain stakes for the 24' RCP, 36" CSP Riser and Catch Basins. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Rip Rap

RBF Consulting will provide stakes for the placement of all Rip Rap. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Utilities

RBF will set stakes as needed for the layout of facilities and lines for SCE, MVU, Verizon, TWC, Sunesys, and EMWD. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Transformer Pad

RBF Consulting will provide stakes for the transformer pad. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Traffic Signal

RBF Consulting will provide stakes for the construct of a street light. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Street Lights

RBF Consulting will provide stakes for each street light. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Miscellaneous Staking

RBF will budget 10% of the total survey crew hours for this portion the Base Bid for miscellaneous survey requests as requested by the client.

BASE BID SCHEDULE C:

Base Bid – Schedule C (Rule 20B & 20C Portion)

POWER – SCE

Conduit and Joint Trench

RBF Consulting will provide stakes for the location of conduit and joint tranches for both SCE Only and other utilities. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Vaults and Concert Pads

RBF Consulting will provide stakes for the location of vaults and Concert Pads. Cut sheets shall be supplied to the Client for distribution to the Contractor.

POWER - MVU

Conduit and Joint Trench

RBF Consulting will provide stakes for the location of conduit and joint tranches for both MVU Only. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Concert Pads

RBF Consulting will provide stakes for the location of Concert Pads. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Street Lights

RBF Consulting will provide stakes for each street light. Cut sheets shall be supplied to the Client for distribution to the Contractor.

ALTERNATE BID SCHEDULE 1:

Alternate Bid – Schedule 1 (EMWD Work Around)

Sawcut and Removal Lines

RBF Consulting will provide points along the sawcut line for removal of pavement or concert. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Curb and Gutter, Local Depression,

RBF Consulting shall provide one set of line and grade stakes for the curb and gutter and local depressions. These stakes will be located on 25-foot stations and appropriate grade breaks and other points of control. Stakes will be set with appropriate offsets to the face of curb, as agreed upon by the Contractor and Consultant. All stakes will be marked to the finish top of curb grade. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Strom Drain

RBF Consulting will provide a set of storm drain stakes for the 24' RCP, Junction Structure and Catch Basin. Cut sheets shall be supplied to the Client for distribution to the Contractor.

Bio-swales

RBF Consulting shall provide a set of stakes every 25 feet and at all B.C.s, E.C.s, angle points and grade breaks for the construction of the 3.5', & 5.5' bio-swales and for sub-drains. Drain inlet, cleanout, and connection to catch basin. Cut sheets shall be supplied to the Client for distribution to the Contractor.

ALTERNATE BID - SCHEDULE 2

Alternate Bid Schedule 2 (interconnect system Cactus to Alessandro)

Conduit

RBF Consulting will provide stakes for the location of conduit (**if needed**). Cut sheets shall be supplied to the Client for distribution to the Contractor.

ALTERNATE BID SCHEDULE 3

Alternate bid schedule 3(interconnect system Alessandro to Fir)

Conduit

RBF Consulting will provide stakes for the location of conduit (**if needed**). Cut sheets shall be supplied to the Client for distribution to the Contractor.

ALTERNATE BID SCHEDULE 4

Alternate Bid Schedule 4 (median with decomposed granite)

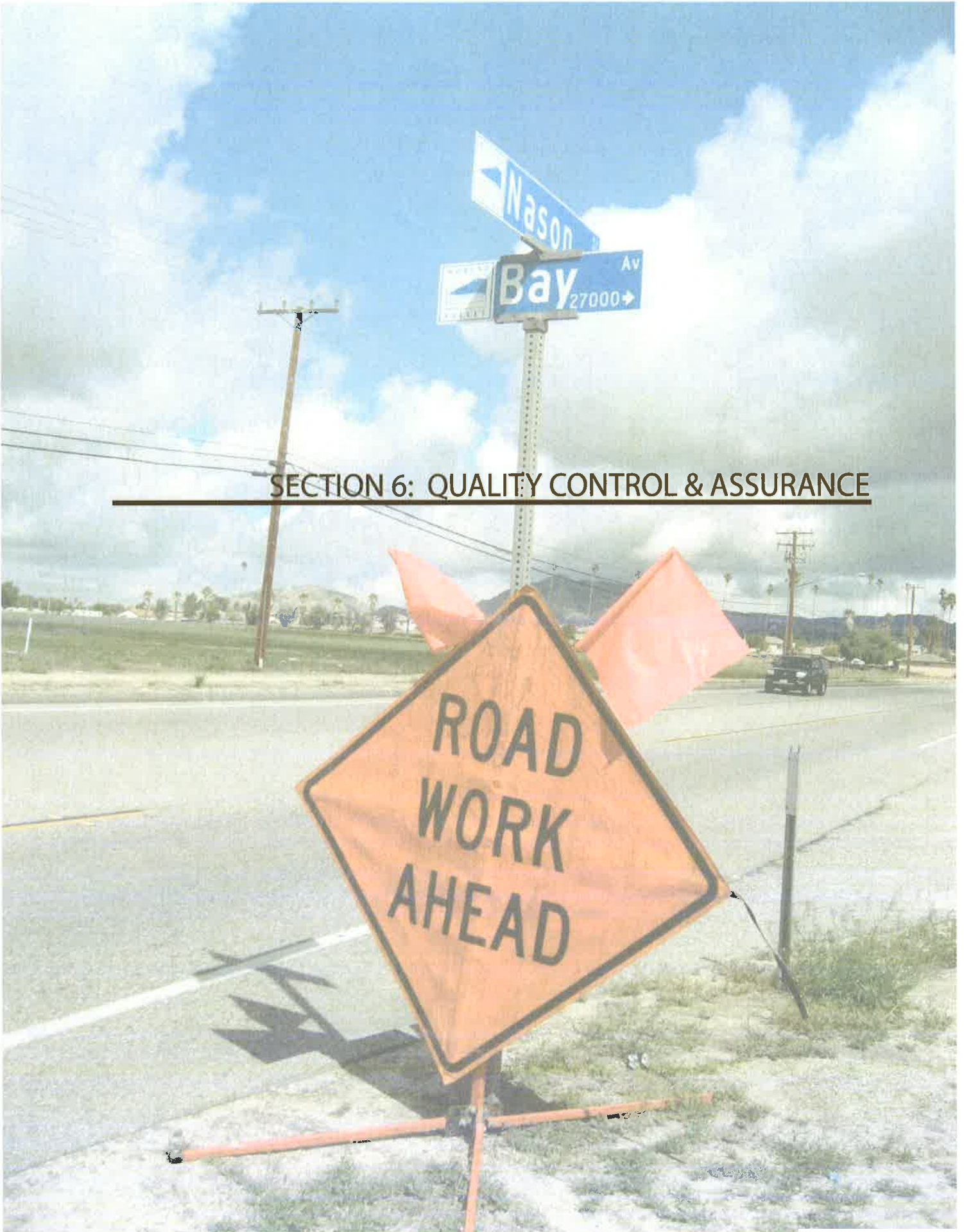
NO Surveying Needed

ALTERNATE BID - SCHEDULE 5

Alternate Bid Schedule 5 (median with landscaping)

NO Surveying Needed

SECTION 6: QUALITY CONTROL & ASSURANCE



SECTION 6 – QUALITY CONTROL & ASSURANCE

Quality Control, the mechanism established to control errors, and Quality Assurance, the system used to verify that the analytical process is operating within acceptable limits, are key elements in field investigations, utility research, coordination between plans and specifications and developing accurate cost estimates.

RBF's QA/QC Program is an integral component of our project management approach to each project and is achieved through implementation of an in-house QA program based on the American Society of Civil Engineers Manual of Professional Practice "Quality In The Constructed Project" and RBF's QC program as developed and instructed internally at our RBF University.

Our QA program includes regular in-house technical review of all deliverables to assure that work is performed in accordance with project plans, data collection is carried out in a uniform and consistent manner, completion of projects tasks occurs on schedule and task orders are closely coordinated with client representatives. At both the onset and completion of project tasks, the plans and results of each task will be subject to an internal peer review to maintain the high level of excellence required for tasks awarded under this contract.

A project-specific QA/QC plan will be developed for each task order and will include the development of QC checklists for each discipline and QC submittal review in accordance with the procedures outlined in RBF's Quality Control Manual. Survey-specific quality control measures include:

- Field equipment is maintained and calibrated according to manufacturers' recommendations
- Control surveys are fully redundant networks reduced with least squares adjustment software
- Check profile surveys are conducted for topographic mapping in accordance with ASPRS specifications
- Closure calculations are performed for all boundaries and easement parcels

QC Construction Staking

- All plans and calc reviewed by for staking
- All staked points located after they are set. The collected points are checked against the calculations

QA / QC Management of Subconsultant Efforts

Our quality management approach is a continuous process used not only at milestones but also on a daily basis as work proceeds from desk-to-desk, discipline-to-discipline and consultant to client.

We communicate with subconsultants consistently throughout the process to ensure that work is held to the RBF QA/QC standard and all work products is run through RBF's Quality Control Plan.

Key elements of the plan include:

- Thorough review of project scope
- Detailed work plans and schedules
- Milestones established for submittals and progress reviews
- Independent review throughout the design process
- Project Manager monitors permanent, tailored design team
- CADD Management System to ensure work is compatible to other system users
- Open and direct subconsultant communication channels established with Principal in Charge and Project Manager to ensure expectations are clear
- Project coordination meetings held on a regular basis (the frequency dependant on the complexity of the project)
- Weekly personnel scheduling and budget administration meetings, which allow for proper resource allocation and staff assignments
- Review of weekly financial reports enables proper budget planning

SECTION 7: ADDITIONAL RELEVANT INFORMATION



SECTION 7 – ADDITIONAL & RELEVANT INFORMATION

RBF Consulting shall agree to all the following statements per the RFP.

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 and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

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

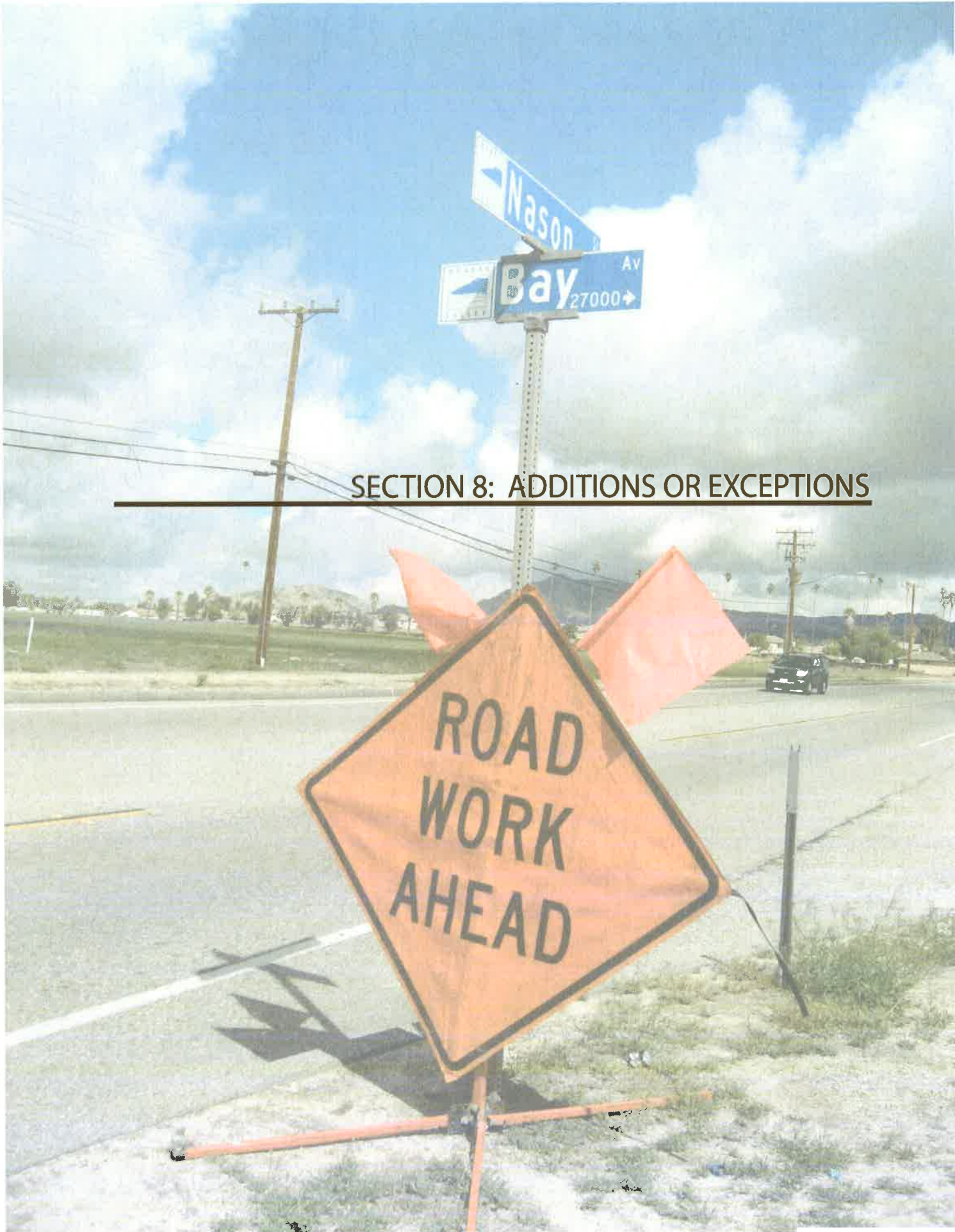
7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

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 statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. 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.
14. 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.
15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," "Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. 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.
17. 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.



Lawrence Truman, PLS

Vice President Survey/Project Manager



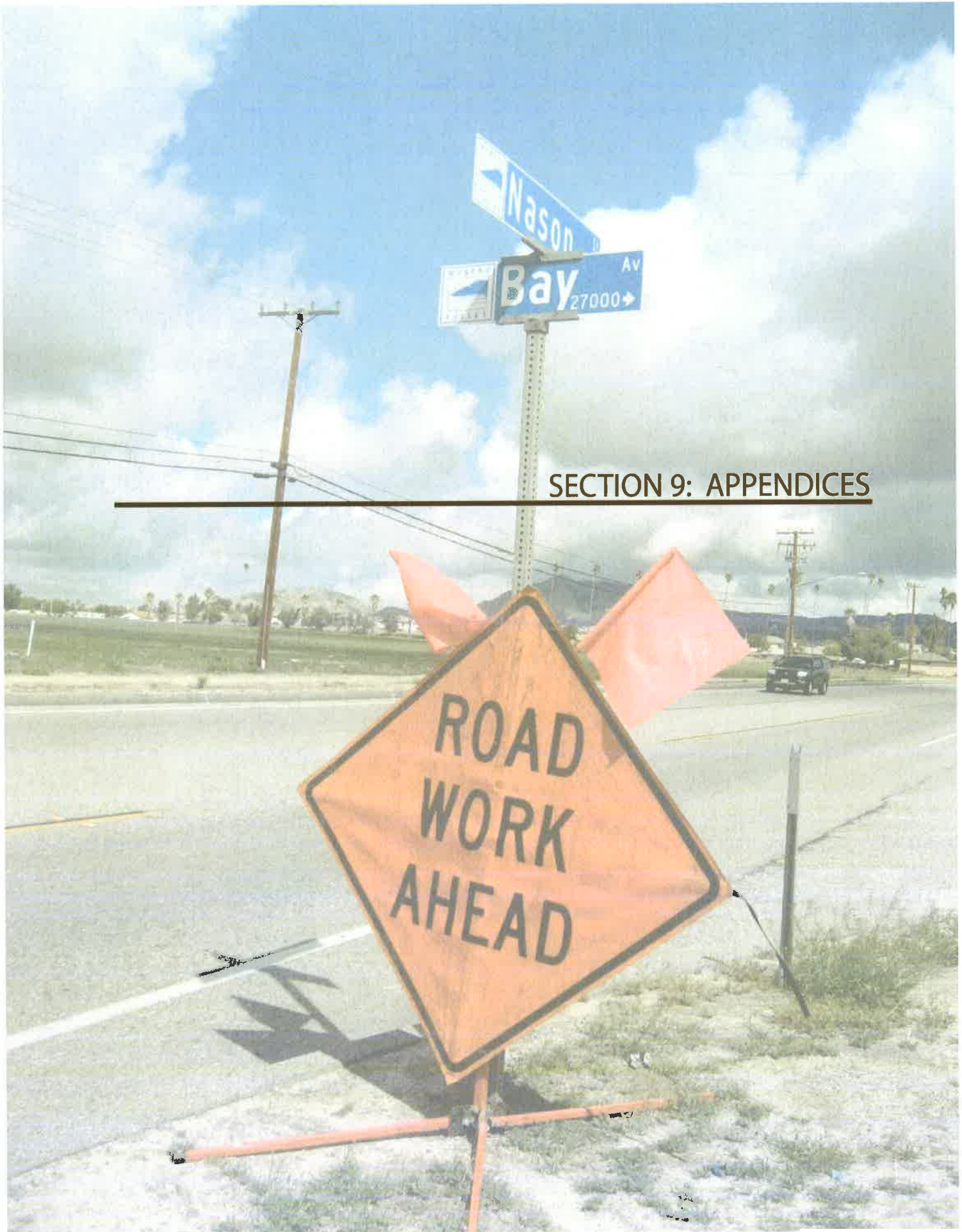
SECTION 8: ADDITIONS OR EXCEPTIONS

SECTION 8

SECTION 8 – ADDITIONS OR EXCEPTIONS

RBF has reviewed the copy of the City of Moreno Valley's contract terms as provided in the RFP and desires the proposed variation to text (additions are shown in ***bold italics***, deletions in ~~strike-out~~ format, and comments in *italics*):

RBF has reviewed the copy of the City's contract terms as provided and has No Exceptions.



SECTION 9: APPENDICES

SECTION 9



City of Moreno Valley

Project Number: 801 0001 70 77
Construction Surveying Services For Nason Street Improvements

Description	Approximate Person Hours					Total Estimated Hours
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew	
BASE BID SCHEDULE A						
<i>Cactus Ave. to Alessandro Blvd.</i>						
Control Survey and Project Base Data Review	4		8	8		20
Street Centerline Monumentation	1	8	2		4	15
Street Centerline Stationing					10	10
Project Limits and Limits of Clearing and Grubbing		2		20		22
Sawcut and Removal Lines		1			8	9
Remedial and Fine Grading		1		8		9
Quantity Surveys and Calculations	1	4	2	24		31
Bio-swales		2		16		18
Curb, Gutter, Local Depressions and Drive Ways		12		32	32	76
Strom Drain and Parkway Culverts				24		24
Utilities		0.5		4		4.5
Traffic Signal		0.5		4		4.5
Street Lights		0.5		4		4.5
Meetings	4			4		8
Miscellaneous Staking						
Total for Base Bid Schedule A	11	37.5	12	164	62	286.5



City of Moreno Valley

Project Number: 801 0001 70 77

Construction Surveying Services For Nason Street Improvements

Description	Approximate Person Hours					Total Estimated Hours
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew	
Description	Approximate Person Hours					Total Estimated Hours
Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew		
BASE BID SCHEDULE B						
<i>Alessandro Blvd. to Fir Ave.</i>						
Control Survey and Project Base Data Review	4		8	8		20
Street Centerline Monumentation	2	18	4		18	42
Street Centerline Stationing					22	22
Project Limits and Limits of Clearing and Grubbing		6		40		46
Sawcut and Removal Lines		0			20	20
Remedial and Fine Grading		4		20		24
Quantity Surveys and Calculations	1	8	4	40	8	61
Bio-swales		4		16		20
Curb, Gutter, Local Depressions and Drive Ways		32	4	66	66	168
Storm Drain and Parkway Culverts		8		40		48
Rip Rap				4		4
Utilities				8		8
Transformer Pads				2		2
Traffic Signal						0
Street Lights				8		8
Meetings	6			6		12
Miscellaneous Staking				28	28	56
Total for Base Bid Schedule B	7	62	8	278	144	499



City of Moreno Valley

Project Number: 801 0001 70 77
Construction Surveying Services For Nason Street Improvements

Description	Approximate Person Hours					Total Estimated Hours
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew	
BASE BID SCHEDULE C						
<i>Rule 20B and 20C Portion</i>						
POWER-SCE						
Conduit and Joint Trench		3		24		27
Vaults and Concert Pads		2		18		20
POWER-MVU						
Conduit and Joint Trench		2		16		18
Vaults and Concert Pads		2		8		10
Street Lights		2		8		10
Meetings	2			2		4
Miscellaneous Staking				8		8
Total for Base Bid Schedule C	2	11	0	84	0	672

Description	Approximate Person Hours					Total Estimated Hours
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew	
ALTERNATE BID SCHEDULE 1						
EMWD Work Around						
Sawcut and Removal Lines		2		8		10
Curb and Gutter, Local Depressions		2		8		10
Strom Drain		2		8		10
Blo-swales		1		4		5
Meetings	1			1		2
Miscellaneous Staking				4		4
Total for Alternate Bid Schedule 1	1	7	0	33	0	41



City of Moreno Valley

Project Number: 801 0001 70 77
 Construction Surveying Services For Nason Street Improvements

Description	Approximate Person Hours					Total Estimated Hours
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew	
ALTERNATE BID SCHEDULE 2						
<i>Interconnect System Cactus to Alessandro</i>						
Conduit		1		4		5
Meetings						
Miscellaneous Staking						
Total for Alternate Bid Schedule 2						

Description	Approximate Person Hours					Total Estimated Hours
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew	
ALTERNATE BID SCHEDULE 3						
<i>Interconnect System Alessandro to Fir</i>						
Conduit		2		8		10
Meetings						
Miscellaneous Staking						
Total for Base Alternate Schedule 3						



City of Moreno Valley
Nason Street Construction Survey Services
Project No. 801 0001 70 77


HOURLY RATE SCHEDULE
 Effective January 2014 through December 2016

OFFICE PERSONNEL	PROJECT TEAM	HOURLY RATE
Project Manager	Larry Turman, PLS	190.00
Survey Technician	Argenis Urena	90.00
Project Surveyor	John Duquette, PLS	150.00
Senior Party Chief	Paul Schell, PLS	1mc 155.00/2mc 240.00
Party Chief	Greg Valdez, LSIT	1mc 155.00/2mc 240.00
Party Chief	Don Ontiveros	1mc 155.00/2mc 240.00
Party Chief	Sabino Flores, LSIT	1mc 155.00/2mc 240.00

- 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.
- 1mc = One Man Survey Crew
- 2mc = Two Man Survey Crew

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 <p style="text-align: right; margin-right: 20px;">N/A</p>	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 Tier _____, if known N/A 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 (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI):	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Larry Truman, PLS</u> Title: <u>Vice President, Survey Geomatics/ Project Manager</u> Telephone <u>N909-974-4900</u> Date: <u>April 10, 2014</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Standard Form LLL Rev. 06-04-90

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LIST OF SUBCONSULTANTS

PROJECT NAME: Nason Street Improvements from Cactus Ave. to Fir Ave.

PROJECT NO: 801 0001 70 77

CONSULTANT NAME: RBF Consulting, a Baker Company

NAME <p style="text-align: center; margin: 0;">No Subs</p>	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.

Lawrence L. Truman, PLS

Project Manager

Mr. Truman joined RBF as Vice President of Survey Geomatics in the Mapping Department. He is a proven leader, innovator, and project manager. Prior to joining RBF, Mr. Truman was the US West Practice Leader for Survey Geomatics with a North American AEC firm. His responsibilities included managing large complex surveying projects, creating innovative solutions by building teams of experts from multiple office locations to solve clients' needs. Mr. Truman is one of the founding members of the California Foundation for Land Surveying Education (CFLSE). The CFLSE was instrumental in starting the Land Surveying Bachelor of Science Degree program at California State Polytechnic University, Pomona. He is a former president of the Orange County Chapter of California Land Surveyors Association and is currently a board member of the Riverside / San Bernardino Chapter of the American Council of Engineering Companies.

RELEVANT EXPERIENCE:

Nichols Road (Riverside County, CA) - Principal-In-Charge, responsible for the overall project quality assurance, complex problem solving, client/agency interface, project budget and scheduling and management of the project team

State Route 60 / Grand Avenue Interchange Improvements (Industry, CA) 2011 - Project Surveyor. RBF is working with the City of Industry on improvements to the SR-60 / Grand Avenue Interchange. The SR-60 Grand Avenue Project includes construction of a new interchange with a new eight-lane overcrossing and is currently in the Project Report / Environmental Document phase. RBF is responsible for the surveying and mapping tasks and is also involved in the preparation of the project Environmental Document, Project Report, and roadway design.

State Route 57 Northbound Widening - Final PS&E (Orangethorpe Avenue to Yorba Linda Boulevard) (Orange County, CA) 2009 - Project Surveyor. RBF worked with the Orange County Transportation Authority (OCTA) and Caltrans District 12 to perform right-of-way engineering services for the widening of 2.4 miles of mainline northbound State Route 57 (SR-57) through the cities of Placentia, Fullerton and Brea. RBF prepared final plans, specifications and estimates for the northern segment of the SR-57 project. RBF also supported the project by providing surveying and right-of-way engineering services including project control, aerial topographic mapping, land net recovery, monument preservation surveys, right-of-way / appraisal maps and acquisition documents in accordance with Caltrans requirements.

Registration:

Professional Land Surveyor, CA,
5346

Registered Land Surveyor, NV,
8279

Years of Experience: 38

Education:

Certificate GIS Management,
University of California,
Riverside, Riverside,
California, 2007

Advanced BLM Cadastral
Workshop, US Department
of the Interior, Bureau of
Land Management,
Riverside, California, 1998

Certificate Engineering
Management, University of
California, Irvine, Irvine,
California, 1985

Surveying Technology, Santa
Ana Community College,
Santa Ana, California, 1978

Certified Survey Party Chief,
IUOE (International Union of
Operating Engineers) Local
12, Pasadena, California,
1974

Professional Affiliations:

Treasurer, Consulting Engineers
and Land Surveyors of
California

Member, American Society of
Civil Engineers

Member, California Land
Surveyors Association

Award:

CELSOC Engineering Excellence
Merit Award, 2006, Yosemite
National Park, Curry Village
Topographic and GIS
Mapping



Adams Street Bridge Replacement Spanning the Whitewater River - Regulatory Services (La Quinta, CA) 2008 - Principal-in-Charge / QA/QC. Mr. Truman served as the Project Director. He was responsible for the overall QA / QC and served as the backup point of contact for the Resident Engineer.

OCTA – State Route 91 / I-5 to the Los Angeles County Line (Anaheim, CA) 1997 - 2000 - Prior to joining RBF, Mr. Truman served as Task Manager for the construction surveying and “as built” plans for the widening and adding HOV lane for the State Route (SR) 91 through western Orange County. Responsibilities included contract management, client coordination, quality control, and coordination with Caltrans District 12 and the Orange County Transportation Authority (OCTA). The second Measure M project, the Riverside Freeway (SR-91) Improvement Project, traversed through six cities, extending from the SR- 91 / SR-57 Interchange in Anaheim and continuing through Placentia, Fullerton, Buena Park and La Palma to Cerritos at the Los Angeles County line. The project added one carpool lane in each direction between the SR-91 / SR-57 Interchange in Anaheim to the Los Angeles County line. Major improvements at the SR-91 /SR-57 Interchange included the addition of direct carpool connectors. The interchanges at Harbor Boulevard and Lemon Street were reconstructed and realigned. Numerous overcrossings and undercrossings were rebuilt to improve traffic flow on local surface streets. Completed ramp improvements now make it easier to merge on and off the SR-91. Mr. Truman completed his assignment as Task Manager responsible for staff coordination, financial, and QA / QC.

OCTA - I-5 South Segment A - HOV Widening (Orange County, CA) - Prior to joining RBF, Mr. Truman served as Task Manager. Responsibilities included contract management, client coordination, quality control, and coordination with Caltrans District 12 and the Orange County Transportation Authority. Mr. Truman completed his assignment as Task Manager responsible for staff coordination, financial, and QA /QC.

OCTA - I-405 / State Route 73 Connector "B" Project (Costa Mesa, CA) - Prior to joining RBF, Project Manager. Responsibilities included contract management, client coordination, quality control, and coordination with Caltrans District 12 and the Orange County Transportation Authority.

The City of Lake Elsinore GIS Project (Lake Elsinore, CA) - Prior to joining RBF, Project Manager responsible for providing the city with a 200-scale, two-foot contour digital topography map. The project required 45-second order control points to be tied to nine vertical and six horizontal control stations. The observations were completed in five days with final results exceeding contract specifications. The control net would provide a future framework for the development of a parcel layer of the city's GIS effort. Mr. Truman provided coordination between city planners, the photogrammetrist, ESRI and Riverside County. Also provided was a 15,000-parcel layer that was captured using coordinate geometry to an accuracy of 2 feet ±. [Professional Services Completion: 1991 - Construction: N/A]

John Duquette, PLS

Surveyor Manager

Mr. Duquette has many years of professional surveying experience with a broad background in boundary and right of way analysis and calculations for transportation and road improvement projects for a variety of public agencies.

RELEVANT EXPERIENCE:

Ynez Bridge Widening (Temecula, CA) 2005 - Project Surveyor. RBF provided surveying and engineering services for the widening of the Ynez Road bridge. Mr. Duquette prepared office calculations required by the field crews, including right-of-way, bridge abutments, pile locations, bridge deck, and future curb locations.

Murrieta Hot Springs Road / Alta Murrieta Widening (Temecula, CA) 2005 - Project Surveyor. Mr. Duquette has reduced topographic information for engineers to redesign the intersection of Murrieta Hot Springs Road and Alta Murrieta. He has also prepared office calculations for future right-of-way, curb, and street improvements.

State Route 22 HOV Widening Project (Orange, CA) 2003 - Project Surveyor. Prior to joining RBF, Mr. Duquette reduced all GPS and Boundary surveys for the SR22 Record of Surveys. Record of Surveys and legal descriptions were prepared for possible widening of SR22.

Crown Valley Bridge Widening (Ladera Ranch, CA) 2000 - CADD Mapper. Prior to joining RBF, John prepared office calculations for the construction of the abutments and bridge linking Mission Viejo with Ladera. This work included slopes, underground utilities, abutments, and new right-of-ways. Legal descriptions were prepared for the new bridge parcel (fee) and easements to the County of Orange for slopes and maintenance.

State Route 57 Northbound Widening - Final PS&E (Orangethorpe Avenue to Yorba Linda Boulevard) (Orange County, CA) 2009 - Project Surveyor. RBF worked with the Orange County Transportation Authority (OCTA) and Caltrans District 12 to perform right-of-way engineering services for the widening of 2.4 miles of mainline northbound State Route 57 (SR-57) through the cities of Placentia, Fullerton and Brea. RBF prepared final plans, specifications and estimates for the northern segment of the SR-57 project. RBF also supported the project by providing surveying and right-of way engineering services including project control, aerial topographic mapping, land net recovery, monument preservation surveys, right-of-way / appraisal

Registration:

1999, Professional Land
Surveyor, CA, 7566

Years of Experience: 25

Education:

A.S., 1996, Surveying and
Mapping

Professional Affiliations:

Member, California Land
Surveyors Association



maps and acquisition documents in accordance with Caltrans requirements.

Interstate 15 / State Route 79 South Interchange Improvements (County of Riverside, CA) - Project Surveyor. RBF provided the designs, an aerial topographic map, as well as a record basemap showing the existing street right-of-ways at this interchange. Mr. Duquette processed GPS field control on this project.

Interstate 15 / Indian Truck Trail Interchange (County of Riverside, CA) - CADD Mapper. Mr. Duquette provided computations research and data processing for photogrammetric ground control. RBF prepared the Project Report, Environmental Document and final PS&E for the Interstate 15 / Indian Truck Trail interchange improvement project. Interchange improvements include widening of all four ramps, widening of Indian Truck Trail under Interstate 15 by means of tie-back retaining walls, and widening of Temescal Canyon Road. The project tasks include survey, roadway, traffic, drainage, structural and landscape design efforts. The project is designed per Caltrans standards and administered by the County of Riverside Transportation Department.

Interstate 215 / Los Alamos Road Overcrossing (Murrieta, CA) - CADD Mapper. RBF provided environmental evaluation, structures engineering and design and survey and right-of-way engineering for the widening of Los Alamos Road and the I-215 bridge overcrossing structure. RBF's work also included utility research, the preparation of Utility Record Maps for field search, right-of-way surveying, hydrology and storm drain analysis, and the preparation of Final Metric Utility Maps. Mr. Duquette supported the project with field data processing and GPS control network analysis.

15 / California Oaks Road Interchange (Murrieta, CA) 2007 - Project Surveyor. RBF provided the designs, an aerial topographic map, as well as a record basemap showing the existing street right-of-ways at this interchange. Mr. Duquette provided right-of-way calculations and processed field control on this project.

On-Call Survey Services - Caltrans District 12 (Contract No. 12A1051) (Orange County, CA) 2009 - Project Surveyor. The California Department of Transportation (Caltrans), District 12 (Orange County) selected RBF to provide on-call professional and technical survey services over a three-year period. The initial task order assignments involved survey, monumentation and post-construction Records of Survey of ten miles of Interstate 5 through Orange County. Additional projects are envisioned throughout the life of this contract.

On-Call Survey Services - City of Murrieta Map Checking (Murrieta, CA) - Project Surveyor. RBF is providing on-call map checking services for the City of Murrieta. Mr. Duquette was involved in checking a variety of projects, including tract maps, Parcel maps, certificates of corrections, and legal descriptions.

On-Call Survey Services - Caltrans District 12 (Contract No. 12A1051) (Orange County, CA) 2007 - Project Surveyor. RBF is providing on-call professional and technical survey services over a three-year period. The initial task order assignments involved monumentation of ten miles of Interstate 5 through southern Orange County. Right of way and land parcel retracement surveys were completed with new monumentation and post-construction records of surveys prepared. Field surveys include GPS geodetic control, boundary determination, and as-built surveys. Mr Duquette provided boundary and right of way analysis and calculations.



Thomas Verloop, P.L.S.

Survey Manager/Project Surveyor

Mr. Verloop is responsible for all of the mapping needs in support of the engineering staff in our Temecula and Ontario offices, including subdivision maps, legal descriptions and exhibits, condominium plans and horizontal control calculations. Mr. Verloop is also responsible for the supervision and preparation of all right-of-way maps, ALTA survey maps and records of surveys. In this capacity, he works closely with clients, government agency officials, title companies, attorneys, and lenders.

RELEVANT EXPERIENCE:

Interstate 15 / State Route 79 South Interchange Improvements (Riverside, CA) 2011 – Project Surveyor. RBF provided the designs, an aerial topographic map, as well as a record basemap showing the existing street right-of-ways at this interchange.

Foothill Parkway Westerly Extension (Corona, CA) 2010 - Right of Way. This project involved the westerly extension of Foothill Parkway as a four-lane roadway from approximately 250 feet west of Trudy Way to Green River Road, a distance of approximately two miles. RBF provided engineering services for the preparation of roadway plans, bridge and retaining wall plans, right-of-way engineering, storm drain plans, roadway grading plans, traffic signal plans, landscape and irrigation plans, water line plans, and construction cost estimates.

On-Call Survey Services - Caltrans District 12 (Contract No. 12A1051), Orange County, CA 2009 - CADD Mapper. Caltrans, District 12, selected RBF to provide on-call professional and technical survey services over a three-year period. Task order assignments included post-construction right of way monumentation and records of survey, GPS control surveys, and records management. Multi-discipline services were required for construction management services, and GIS database development.

Interstate 15 / Indian Truck Trail Interchange (County of Riverside, CA) 2010 - Project Surveyor. RBF prepared the Project Report, Environmental Document and final PS&E for the Interstate 15 / Indian Truck Trail interchange improvement project. Interchange improvements include widening of all four ramps, widening of Indian Truck Trail under Interstate 15 by means of tie-back retaining walls, and widening of Temescal Canyon Road. The project tasks included survey, roadway, traffic, drainage, structural and landscape design efforts. The project was designed per Caltrans standards and administered by the County of Riverside Transportation Department.

Registration:

1983, Professional Land Surveyor, CA, 5348

Years of Experience: 39

Education:

A.A., 1975, Surveying, Orange Coast College

Professional Affiliations:

Member, California Land Surveyors Association



Thomas Verloop, P.L.S.

Survey Manager/Project Surveyor

Interstate 10 / Monterey Avenue Interchange (Palm Desert, CA) 2006 - Project Surveyor. RBF provided environmental planning, civil, structural engineering, and surveying services for the reconfiguration and improvement to the Interstate 10 / Monterey Interchange.

Interstate 215 / Los Alamos Road Overcrossing (Murrieta, CA) 2006 - Project Surveyor. RBF provided environmental evaluation, structures engineering and design and survey and right-of-way engineering for the widening of Los Alamos Road and the I-215 bridge overcrossing structure. RBF's work also included utility research, the preparation of Utility Record Maps for field search, right-of-way surveying, hydrology and storm drain analysis, and the preparation of Final Metric Utility Maps.

Winchester Road Widening (State Highway 79) (Temecula, CA) 2002 - Mr. Verloop served as Project Surveyor and was responsible for preparing the base mapping for the widening of Winchester Road within the City of Temecula. Responsibilities also included preparing right-of-way acquisition documents.

Washington Avenue Enhancement (Murrieta, CA) - Mr. Verloop served as Project Manager and was responsible for preparing the base mapping for the widening and enhancement of Washington Avenue in Old Town Murrieta. Responsibilities also included preparing all right-of-way acquisition documents.

Interstate 10 Caltrans Soundwall Right-of-Way Maps (San Bernardino County, CA) - Mr. Verloop served as Project Surveyor and was responsible for preparing the base mapping and coordinating the field surveys on this project, which covered five different segments of the I-10 Freeway in San Bernardino County.

City of Murrieta – Map Checking Services (Murrieta, CA) Ongoing/2008 - Mr. Verloop serves as Project Surveyor/Mapper and is responsible for map checking services to the City of Murrieta. Types of documents checked and approved include subdivision maps, legal descriptions and plats for easement conveyances, lot line adjustments, parcel mergers, certificates of compliance and certificates of correction.

SR 30, Segment 2 (San Bernardino County, CA) - Prior to joining RBF, Mr. Verloop served as Project Manager and was responsible for this project that involved final right-of-way mapping for Segment 2 of SR 30 in the City of Upland. The scope of work included conversion of the existing preliminary right-of-way mapping from imperial to metric units; preparation of final right-of way maps in metric units to Caltrans specifications; preparation of property ownership maps to assist SANBAG in acquisition negotiations; and preparation of legal descriptions and plats necessary for right-of-way acquisitions.

SR 30, Segment 9 (San Bernardino County, CA) - Prior to joining RBF, Mr. Verloop served as Project Manager and oversaw right-of-way surveys for approximately two miles of SR 30, Segment 9 in Rialto, establishing preliminary right-of-way base mapping. Field surveys were performed to determine the location of existing parcel boundaries and establishing points to be tied into Caltrans land net. Base right-of-way maps were also prepared for existing parcels in Intergraph (DGN) format compatible with Caltrans specifications. This project was jointly managed by San Bernardino Associated Governments (SANBAG) and Caltrans District 8.



Argenis Urena

Survey Technician

Argenis Urena has experience in both survey and mapping. He has served as a design technician and has been responsible for right of way maps, record of surveys, tract maps, ALTA, parcel maps, legal descriptions and plats, calc maps and topos for several projects.

RELEVANT EXPERIENCE:

Miles Avenue/Clinton Street Widening (Riverside County, CA)

- Mr. Urena served as a Mapping Technician for the preparation of the Right of Way Plans and the Legals and Exhibits for the street widening of Miles Avenue and Clinton Street. Project task included the writing of the legal descriptions and plats as well as working on the redlines for the right of way plans.

Red Robin ALTA Upland (Riverside County, CA) - Mr. Urena served as a Mapping and Survey Technician for the Red Robin ALTA Project. His responsibilities include processing the topo for the site, preparing the base map for the project and preparing the ALTA.

McCanna Hills-Village 5 (Riverside County, CA) - Mr. Urena served as a Mapping Technician for the McCanna Hills-Village 5 Project. His responsibilities include putting together the parcel maps, tract maps and legal descriptions and plats.

PLC Land/Monrovia Project (Azusa, CA) - Mr. Urena served as a Survey Technician for the PLC Land/Monrovia Project. Project task included topos, calc maps of water, storm drain, streets and slopes.

AMB Properties Project (Adelanto, CA) - Mr. Urena served as a Mapping Technician for the AMB Properties Project. Project tasks included preparing the base map for the project and preparing the tract map.

Mojave Water Agency Project (San Bernardino County, CA) - Mr. Urena served as a Mapping and Survey Technician for the Mojave Water Agency Project. Project tasks included processing control for the project, calcing search point and preparing the right of way for the base map.

Years of Experience: 10

Education:

A.S., 2005, Computer Drafting and Design, ITT Technical Institute, San Bernardino, CA School of Drafting and Design



James Paul Schell, PLS

Senior Party Chief

Mr. Schell has many years of experience in field surveying and is a licensed Land Surveyor in the State of California. He has extensive experience in the evaluation and adjustment of field survey data, customized field data collection, software programming, performing calculations, preparing survey electronic files, and operating and maintaining conventional and state-of-the-art survey instruments and equipment. Mr. Schell is an expert in GPS data collection and processing, including RTK GPS and CORS.

Registration:

1995, Professional Land Surveyor, CA, 7120

Years of Experience: 32

Education:

Southern California
Apprenticeship School

RELEVANT EXPERIENCE:

State Route 60 / Grand Avenue Interchange Improvements (Industry, CA) 2009 - Survey Crew Chief. RBF is working with the City of Industry on improvements to the SR-60 / Grand Avenue interchange. The SR-60 Grand Avenue Project includes construction of a new interchange with a new eight-lane overcrossing and is currently in the Project Report / Environmental Document phase. RBF is responsible for the surveying and mapping tasks and is also involved in the preparation of the project Environmental Document, Project Report, and roadway design.

Interstate 15 / Indian Truck Trail Interchange (County of Riverside, CA) - Mr. Schell served as Survey Mapping Manager, responsible for establishing primary and secondary project control, compiling softcopy photogrammetry and preparing right of way acquisition documents as part of Plans, Specifications, and Estimates (PS&E) for this interchange. RBF prepared the Project Report and Environmental Document and is currently responsible for the preparation of final PS&E for the Interstate 15 / Indian Truck Trail interchange improvement project. Interchange improvements include widening of all four ramps, widening of Indian Truck Trail under Interstate 15 by means of tie-back retaining walls, and widening of Temescal Canyon Road. The project tasks include survey, roadway, traffic, drainage, structural and landscape design efforts. The project is designed per Caltrans District 8 standards and is being administered by the County of Riverside Transportation Department.

Mid-County Parkway (Riverside County, CA) Ongoing - Mr. Schell served as Survey / Mapping Manager responsible for providing survey services for the entire proposed corridor. Mid-County Parkway (MCP) is a new 32-mile highway planned to accommodate future growth and relieve congestion on existing highways by providing a new route from SR-79 in San Jacinto on the eastern end to I-15 in Corona on the western end. The highway is planned as a new eight-lane freeway meeting Caltrans standards,



policies and guidelines. As a subconsultant within a large design team, RBF was responsible for preliminary engineering design for the North of Lake Mathews corridor alignment, I-15 / Mid-County Parkway interchange and I-15 widening; as well as hydrology and drainage analysis for all corridor alignments between I-15 and I-215. In addition, RBF was responsible for surveying and GIS services for the entire thirty-mile corridor. RBF utilized airborne GPS to minimize ground control and expedite processing of design surveys.

Apple Valley Road Realignment and Widening (Apple Valley, CA) - Project Surveyor. RBF was responsible for roadway design for the widening and reconstruction of 2.7 miles of Apple Valley Road, from Yucca Loma Road to Bear Valley Road. Work tasks include roadway design, hydrology and hydraulics analysis, a Class I bike lane design, local street storm drainage improvements, landscape and irrigation design, traffic circulation analysis, traffic signal warrant analysis, traffic signal modifications, signing and striping, full traffic handling and stage construction phasing, right-of-way mapping, and coordination with various utility agencies, the Town of Apple Valley, San Bernardino Association of Governments, adjacent developers, Apple Valley Ranchos Water Company, and the Apple Valley Unified School District.

Caltrans District 12, State Route 91 Widening, Segment D (Orange County, CA) - Field Party Chief for Segment D of the State Route 91 Widening Project. The work included full construction staking services (paving stakes, wall stakes, utility stakes) and control surveys (including horizontal and vertical control, reviewing grid grades, and establishing additional G.P.S. construction control).

State Route 22 Right of Way Mapping Services (Orange County, CA) - Field Survey Supervisor for the development of right of way plans for the easterly three miles of SR-22 from Main Street to SR-55. Surveying and mapping services include full land net recovery and pre-construction record of survey, development of new right of way maps and the preparation of acquisition documents.

Interstate 10 Soundwalls (San Bernardino County, CA) - Served as Survey Field Supervisor for surveying and mapping services on a statewide Caltrans on-call contract. This task order in District 8 was assigned to provide new right of way mapping for six (6) different soundwall improvement projects along Interstate Route 10. The work includes field and office surveying for land net recovery, the preparation of new right of way maps, and resolutions of necessity. A pre-construction record of survey was prepared and filed for survey monument preservation.

Interstate 5 Gateway Project (Orange County, CA) - Served as Field Supervisor for surveying and mapping services in support of planning studies for the I-5 Gateway Project in Orange County. The work included project control, aerial topographic mapping, land net recovery and monument perpetuation surveys.

Interstate 15/Fourth Street Interchange (San Bernardino County, CA) 1996 - Certified Party Chief responsible for construction staking, agency coordination, and survey monument preservation and placement for ramp improvements.

Central Avenue Realignment (Chino, CA) - Certified Party Chief responsible for field survey cross sections and field topography for Central Avenue adjacent to the SR-71/Soquel Canyon Parkway Interchange. The work also included survey research, right-of-way exhibits, and legal descriptions.



Matt Nees

Party Chief

Mr. Nees has nine years of experience on transportation and public works projects providing survey services and control surveys for freeway and highway projects in a highly urbanized environment. His experience includes appraisal maps, obtaining title reports, monumentation, design surveys, obtaining appraisals, obtaining ISA clearances, binder preparation, legal descriptions, and final right-of-way maps.

Years of Experience: 12

Education:

Southern California
Apprenticeship School

RELEVANT EXPERIENCE:

Apple Valley Road Corridor Study (Apple Valley, CA) - Party Chief. RBF was responsible for the evaluation of the operations of Apple Valley Road and the preparation of preliminary engineering design for the six-mile corridor. Work tasks included traffic circulation analysis, traffic signal warrant analysis, roadway cross sections, aerial topography development, community meetings, environmental studies, geotechnical studies, roadway alternatives analyses and traffic simulations using Syncro for various traffic control alternatives. In order to meet both the existing and future needs of the Town, close coordination was required with a range of stakeholders including adjacent residential and commercial developments, community groups, utility agencies, the Town Council, and the Town's Project Design team.

Apple Valley Road Realignment and Widening (Apple Valley, CA) - Party Chief. RBF was responsible for roadway design for the widening and reconstruction of 2.7 miles of Apple Valley Road, from Yucca Loma Road to Bear Valley Road. Work tasks include roadway design, hydrology and hydraulics analysis, a Class I bike lane design, local street storm drainage improvements, landscape and irrigation design, traffic circulation analysis, traffic signal warrant analysis, traffic signal modifications, signing and striping, full traffic handling and stage construction phasing, right-of-way mapping, and coordination with various utility agencies, the Town of Apple Valley, San Bernardino Association of Governments, adjacent developers, Apple Valley Ranchos Water Company, and the Apple Valley Unified School District.

Laing-Sequoia (Banning, CA) - Mr. Nees served as Party Chief for this two-project contract. The project consisted of two ALTA surveys of 63 acres and 160 acres. The projects were located on boundary determinants, and it was RBF's responsibilities to identify utility easements and encroachments. The projects were completed within a 1 month period due to funding constraints.



Greg Valdez, LSIT

Party Chief

Mr. Valdez has many years of experience in field surveying. As a party chief, he is responsible for survey and field calculations. His experience includes ALTA surveys, boundary, topographic, subdivision, control, monitoring, and construction surveys. Mr. Valdez is experienced in using various types of surveying equipment, including GPS, reflectorless total stations, lasers, CAD programs, computers and data collectors with surveying and construction software.

RELEVANT EXPERIENCE:

Four Seasons (Beaumont, CA) Ongoing - Party Chief. Mr. Valdez was responsible for staking for this 5,600-acre master-planned community project. The work included aerial and conventional topographic surveys, earthwork quantity calculations, as-built surveys, monitoring surveys, and construction staking for all public and private improvements on the project.

On-Call Survey and Mapping Services (Los Angeles County, CA) 2008 - Survey Crew Chief. Under an on-call contract to provide surveying services for various projects located throughout the County of Los Angeles, RBF provided aerial and supplemental ground topographic surveys, digital terrain modeling, volume calculations, boundary and right-of-way surveys. The projects included various water resources and watershed protection facilities, dams, debris basins and spreading grounds. Deliverables were submitted in Microstation and In-Roads digital files that incorporated the County CADD specifications and cell library, storage tables, weekly status reports and final survey reports.

Southern California Logistics Airport (Victorville, CA) 2009 - Project Surveyor. RBF provided survey and mapping services to the City of Victorville for the former George Air Force base, which was closed by the government and transferred to the City. RBF provided planning, survey and engineering support to the development team of Stirling International and City of Victorville. Projects at SCLA included utility master plan for sewer, water and storm drain, large development parcels, improvement plans, water quality and various survey tasks in support of a master development plan for the airport and its surrounding acreage.

Interstate 15 / Indian Truck Trail Interchange (County of Riverside, CA) 2008 - Party Chief. Responsible for establishing primary and secondary project control, compiling softcopy photogrammetry and preparing right-of-way acquisition documents as part of Plans, Specifications, and Estimates (PS&E) for this

Registration:

2007, Land Surveyor In Training, CA 7630

Years of Experience: 12

Education:

2007, SCSIAC Chief of Party and Chairman Program, Rancho Santiago Canyon College

2003, Coursework, Basics in AutoCAD Land Development, Westwood College

2001, Coursework, Plane Surveying I and II, and Legal Aspects of Surveying, Mt. San Jacinto Community College



interchange. RBF prepared the Project Report, Environmental Document, and final PS&E for the Interstate 15 / Indian Truck Trail interchange improvement project. Interchange improvements included widening of all four ramps, widening of Indian Truck Trail under Interstate 15 by means of tie-back retaining walls, and widening of Temescal Canyon Road. The project tasks included survey, roadway, traffic, drainage, structural and landscape design efforts. The project was designed per Caltrans District 8 standards and was administered by the County of Riverside Transportation Department.

Mid-County Parkway (Riverside County, CA) 2009 - Party Chief. Responsible for providing survey services for portions of the proposed corridor. Mid-County Parkway (MCP) is a new 32-mile highway planned to accommodate future growth and relieve congestion on existing highways by providing a new route from SR-79 in San Jacinto on the eastern end to I-15 in Corona on the western end. The highway is planned as a new eight-lane freeway meeting Caltrans standards, policies and guidelines. As a subconsultant within a large design team, RBF was responsible for preliminary engineering design for the North of Lake Mathews corridor alignment, I-15 / Mid-County Parkway interchange and I-15 widening; as well as hydrology and drainage analysis for all corridor alignments between I-15 and I-215. In addition, RBF was responsible for surveying and GIS services for the entire thirty-mile corridor. RBF utilized airborne GPS to minimize ground control and expedite processing of design surveys.

Sabino Flores, LSIT

Party Chief

Sabino Flores, has many years of professional surveying experience, and has a broad background in the analysis, design, and construction support for transportation and road improvement projects for a variety of public agencies throughout the Inland Empire. Specific work experience includes collection of topographic data and construction staking.

Registration:

1998, Land Surveyor-In-
Training, CA

Years of Experience: 32

RELEVANT EXPERIENCE:

Interstate 15 / California Oaks Road Interchange Modification (Murrieta, CA) 2010 - Served as the Field Survey Party Chief in charge of all field survey activities. RBF prepared final plans, specifications, and cost estimate (PS&E) for the Interstate 15 / California Oaks Road interchange modification project. The improvements included: reconfiguring the existing diamond interchange into a modified partial cloverleaf configuration; widening and lowering California Oaks Road to accommodate three through lanes in each direction, and the required vertical clearance to the mainline undercrossing structures; bridge widening of two separate undercrossing structures; retaining walls (one Type 1 wall and two tie-back walls); drainage improvements including an infiltration basin; utility relocations; traffic signal improvements at two intersections; and electrical improvements to lighting and ramp metering equipment. RBF Survey provided all of the field survey work to support design for this project including alignment survey, topographic and pavement cross section survey and support for utility potholing.

SR-79 / Winchester Road Improvements (Riverside County, CA) - Project Surveyor responsible for construction staking for improvements to Winchester Road (SR-79) requiring approval by the City of Temecula and Caltrans District 8.

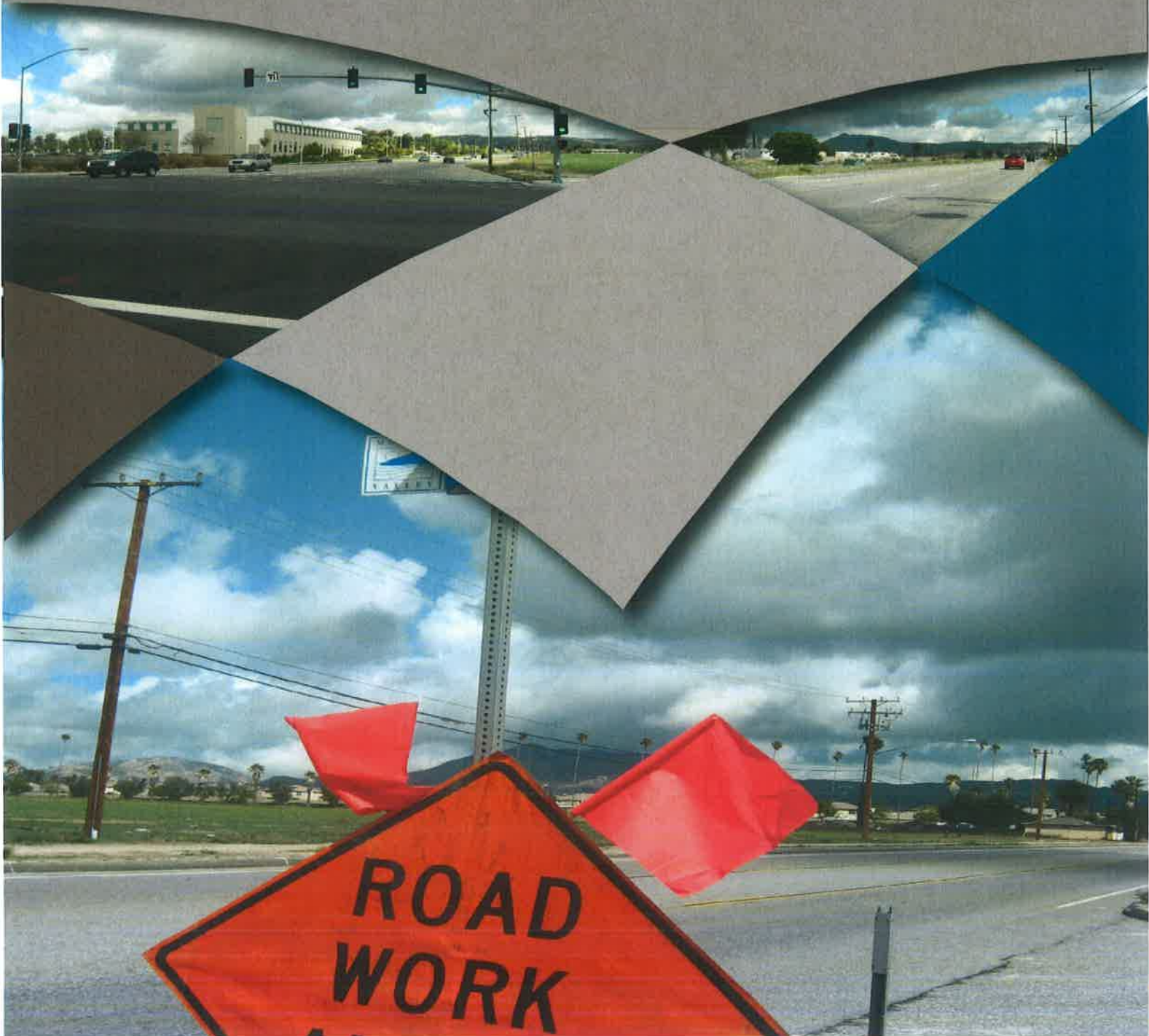
SR-79/Winchester Road / I-15 Improvements (Riverside County, CA) - Project Surveyor responsible for construction staking for improvements to the Winchester Road (SR-79) / I-15 off-ramp. The project required approval by the City of Temecula and Caltrans District 8.

Interstate 8, Interstate 15 and Interstate 5 (San Diego, CA) - Project Surveyor responsible for cloverleaf ramp design topos for storm drain design.





3300 East Guasti Road
Suite 100
Ontario, CA 91761





City of Moreno Valley

Project Number: 801 0001 70 77

Construction Surveying Services For Nason Street Improvements

Description	Approximate Person Hours					Total Estimated Hours	Total Estimated Fee
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew		
BASE BID SCHEDULE A	\$ 190.00	\$ 90.00	\$ 150.00	\$ 155.00	\$ 240.00		
Cactus Ave. to Alessandro Blvd.							
Control Survey and Project Base Data Review	4		8	8		20	\$ 3,200.00
Street Centerline Monumentation	1	8	2		4	15	\$ 2,170.00
Street Centerline Stationing					10	10	\$ 2,400.00
Project Limits and Limits of Clearing and Grubbing		2		20		22	\$ 3,280.00
Sawcut and Removal Lines		1			8	9	\$ 2,010.00
Remedial and Fine Grading		1		8		9	\$ 1,330.00
Quantity Surveys and Calculations	1	4	2	24		31	\$ 4,570.00
Bio-swales		2		16		18	\$ 2,660.00
Curb, Gutter, Local Depressions and Drive Ways		12		32	32	76	\$ 13,720.00
Strom Drain and Parkway Culverts				24		24	\$ 3,720.00
Utilities		0.5		4		4.5	\$ 665.00
Traffic Signal		0.5		4		4.5	\$ 665.00
Street Lights		0.5		4		4.5	\$ 665.00
Meetings	4			4		8	\$ 1,380.00
Miscellaneous Staking	1	6		16	8	31	\$ 5,130.00
Total for Base Bid Schedule A	11	37.5	12	164	62	286.5	\$ 47,565.00



City of Moreno Valley

Project Number: 801 0001 70 77

Construction Surveying Services For Nason Street Improvements

Description	Approximate Person Hours					Total Estimated Hours	Total Estimated Fee
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew		

Description	Approximate Person Hours					Total Estimated Hours	Total Estimated Fee
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew		
BASE BID SCHEDULE B	\$ 190.00	\$ 90.00	\$ 150.00	\$ 155.00	\$ 240.00		
<i>Alessandro Blvd. to Fir Ave.</i>							
Control Survey and Project Base Data Review	4		8	8		20	\$ 3,200.00
Street Centerline Monumentation	2	18	4		18	42	\$ 6,920.00
Street Centerline Stationing					22	22	\$ 5,280.00
Project Limits and Limits of Clearing and Grubbing		6		40		46	\$ 6,740.00
Sawcut and Removal Lines		0			20	20	\$ 4,800.00
Remedial and Fine Grading		4		20		24	\$ 3,460.00
Quantity Surveys and Calculations	1	8	4	40	8	61	\$ 9,630.00
Bio-swailes		4		16		20	\$ 2,840.00
Curb, Gutter, Local Depressions and Drive Ways		32	4	66	66	168	\$ 29,550.00
Strom Drain and Parkway Culverts		8		40		48	\$ 6,920.00
Rip Rap				4		4	\$ 620.00
Utilities				8		8	\$ 1,240.00
Transformer Pads				2		2	\$ 1,240.00
Traffic Signal						0	\$ -
Street Lights				8		8	\$ 1,240.00
Meetings	6			6		12	\$ 2,070.00
Additional Surveying at the City's Request		5.8	2	46	47	100.8	\$ 19,230.00
Total for Base Bid Schedule B	7	67.8	10	296	163	543.8	\$ 104,980.00



City of Moreno Valley

Project Number: 801 0001 70 77

Construction Surveying Services For Nason Street Improvements

Description	Approximate Person Hours					Total Estimated Hours	Total Estimated Fee
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew		
BASE BID SCHEDULE C	\$ 190.00	\$ 90.00	\$ 150.00	\$ 155.00	\$ 240.00		
Rule 20B and 20C Portion							
POWER-SCE							
Conduit and Joint Trench		3		24		27	\$ 3,990.00
Vaults and Concert Pads		2		18		20	\$ 2,970.00
POWER-MVU							
Conduit and Joint Trench		2		16		18	\$ 2,660.00
Vaults and Concert Pads		2		8		10	\$ 1,420.00
Street Lights		2		8		10	\$ 1,420.00
Meetings	2			2		4	\$ 690.00
Miscellaneous Staking				8		8	\$ 1,240.00
Total for Base Bid Schedule C	2	11	0	84	0	761.55554	\$ 14,390.00

Description	Approximate Person Hours					Total Estimated Hours	Total Estimated Fee
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew		
ALTERNATE BID SCHEDULE 1	\$ 190.00	\$ 90.00	\$ 150.00	\$ 155.00	\$ 240.00		
EMWD Work Around							
Sawcut and Removal Lines		2		8		10	\$ 1,420.00
Curb and Gutter, Local Depressions		2		8		10	\$ 1,420.00
Strom Drain		2		8		10	\$ 1,420.00
Bio-swailes		1		4		5	\$ 710.00
Meetings	1			1		2	\$ 345.00
Miscellaneous Staking				4		4	\$ 620.00
Total for Alternate Bid Schedule 1	1	7	0	33	0	41	\$ 5,935.00



City of Moreno Valley

Project Number: 801 0001 70 77

Construction Surveying Services For Nason Street Improvements

Description	Approximate Person Hours					Total Estimated Hours	Total Estimated Fee
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew		
ALTERNATE BID SCHEDULE 2	\$ 190.00	\$ 90.00	\$ 150.00	\$ 155.00	\$ 240.00		
<i>Interconnect System Cactus to Alessandro</i>							
Conduit		1		4		5	\$ 710.00
Meetings							\$ -
Miscellaneous Staking							\$ -
Total for Alternate Bid Schedule 2							\$ 710.00

Description	Approximate Person Hours					Total Estimated Hours	Total Estimated Fee
	Project Manager	Survey Technician	Project Surveyor	Party Chief 1 Man Crew	Party Chief 2 Man Crew		
ALTERNATE BID SCHEDULE 3	\$ 190.00	\$ 90.00	\$ 150.00	\$ 155.00	\$ 240.00		
<i>Interconnect System Alessandro to Fir</i>							
Conduit		2		8		10	\$ 1,420.00
Meetings							\$ -
Miscellaneous Staking							\$ -
Total for Base Alternate Schedule 3							\$ 1,420.00

Grand Total

\$ 175,000.00

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 **\$175,000.00**.
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 Capital Projects Department at sheilab@moval.org or calls directed to (951) 413-3130.
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 "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.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0001 70 77**

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

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the 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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DESCRIPTION OF PROJECT

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

Nason Street Improvements from Cactus Avenue to Fir Avenue.

Project No. 801 0001 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 **\$520,000** 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/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 **December 31, 2016**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a

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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 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.

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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 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

**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,

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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

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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

Athalye Consulting Engineering Services, Inc.

BY: _____
City Manager

BY: _____

Name: _____

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: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

- Exhibit "A" - City's Request for Proposal
- Exhibit "B" - Consultant's Proposal
- Exhibit "C" - City's Responsibility
- Exhibit "D" - Terms of Payment
- Exhibit "E" - Insurance Requirements

Exhibit "A"

JB
hr

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSTRUCTION MANAGEMENT CONSULTANT SERVICES
NASON STREET IMPROVEMENTS
FROM CACTUS AVENUE TO FIR AVENUE
PROJECT NUMBER: 801 0001 70 77
FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION**

I. INVITATION

You are hereby invited to submit a Proposal for construction management consultant services, which include Consultant Office Engineer services and Consultant Inspection services associated with the above referenced project.

Five (5) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk [CD]) of your Proposal shall be submitted before **5:00 p.m., April 17, 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: Larry Gonzales, Senior Engineer, P.E.

II. GENERAL PROJECT DESCRIPTION

The Nason Street Improvement Project proposes to construct improvements along Nason Street from Cactus Avenue to Fir Avenue for a 4-Lane Divided Arterial Augmented Parkway with 120 foot right of way and 86 foot roadway width. The improvements will include curb and gutter, sidewalk, street lights, and drainage facilities. Traffic signal modifications will be constructed at intersections with existing traffic signs and a new traffic signal at Medical Center Drive will also be completed. Undergrounding of overhead utilities and installation of proposed utilities are also part of the improvements. It is recommended that the Plans and Specifications be reviewed to fully understand the scope of services. These may be obtained on CD, in person at City Hall, or by providing a Fed Ex account number to Stephanie Cuff or Barbara Hamilton by calling 951.413.3130. The cost of the CD is \$10 and the Fed Ex fee is \$10 (if applicable).

III. PROJECT BUDGET AND SCHEDULE

This project is funded by California Communities Gas Tax Revenue, Certificates of Participation (COPs), Series 2011B, Total Road Improvement Program (TRIP) and funding is budgeted at \$13.89 million. The project was advertised on February 13, 2014 and the bid opening is scheduled for April 2, 2014. The project allows up to 370 working days, depending on the selection of up to five Alternate bid schedules, to complete the project.

The Tentative Schedule is as follows:

Anticipated Award of this Consultant Contract: May 13, 2014
Anticipated Start of Construction: June 2014

If deemed necessary, the City may hold interviews. If interviews are held, the top three companies will be notified at least one week prior to interviews.

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IV. SCOPE OF SERVICES

The scope of work for this RFP includes **all reasonable and customary construction management items of work, necessary and prudent per the construction scope of work identified in the project plans and specifications.** The construction project Bid Schedule and the Project Specific Scope of Work may be located by referencing the Table of Contents in the Specifications.

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES

The Construction Management Services include assisting the City Program Manager with general project management activities on a part-time basis during the construction phase of the project. The Construction Management Services duties would typically be performed by a Consultant Office Engineer, specifically assigned to this project. For the purposes of this RFP, assume approximately a range of 8 - 12 hours per week and that all three base bids and all five alternate bids will be awarded, resulting in a 370 working day project.

The Construction Management Services may also include Inspection Services. One primary Consultant Inspector is to be assigned to the project and would not be changed or substituted without advance approval of the City Program Manager. The City Program Manager will make the final decision with regard to selecting the included Inspection Services, or to select an Inspector through the City's on-call selection process or other accepted means.

Consultant Office Engineer Services

Consultant Office Engineer Services duties shall include, but are not be limited to:

1. Assist with the scheduling and conducting meetings with stakeholders, including preparation of agendas and minutes; and distribution to all applicable entities (not just attendees) within three (3) working days.
2. Assist with scheduling, facilitating, and attending public meetings, as necessary.
3. Assist, as necessary, with coordinating with project stakeholders.
4. Maintain consistent communication (daily or weekly, depending on project activity/complexity) with the City Program Manager, Consultant Inspector, and City Inspector.
5. Assist with the processing of project submittals.
6. Assist with the processing of Requests for Information (RFIs).
7. Assist with the processing of Contract Change Orders (CCOs).
8. Ensure notification requirements of the Bidding Documents are met, including residents, businesses, schools, agencies, utilities, etc., and inform the City Program Manager of all public notifications.
9. Coordinate and schedule undergrounding of utility facilities with the various utility companies (Southern California Edison, Moreno Valley Electric Utility, Verizon, Time Warner Cable, and Sunesys).

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10. Coordinate and schedule utility services for the irrigation and electrical controller cabinets.
11. Coordinate and schedule telephone service with the City's Telecommunications Engineer or Verizon, as required.
12. Coordinate and schedule water line installation, needed water service, water meter(s), and relocation of water line etc. with Eastern Municipal Water District (EMWD), as necessary for the project.
13. Coordinate and schedule with The Gas Company, as required.
14. Coordinate and schedule with Riverside County Flood Control and Water Conservation District (RCFC&WCD), as required.
15. Coordinate and schedule with Riverside Transit Agency (RTA), as required.
16. Coordinate and schedule with Valley View High School, as required.
17. Coordinate and schedule with Riverside County Regional Medical Center, as required.
18. Address any business owner's and property owner's concerns and inquiries.
19. Maintain the record copies, in accordance with the City's format or as otherwise directed by the City Program Manager, of the following:
 - a. Plans, specifications, and contract documents with all changes and modifications
 - b. Permits
 - c. SWPPP
 - d. Quality Assurance Program
 - e. Addenda(s), change order(s), shop drawings, product data, submittals, and samples
 - f. RFIs
 - g. Material testing and certification reports
 - h. Progress payments, inventories, and applicable codes
 - i. Contractor's reports, correspondence, certified payrolls, and accident reports
 - j. Survey and layout data and certifications, photographs of as-built locations and depths
 - k. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies
 - l. Correspondence
 - m. Weekly statement of working days
 - n. Labor Compliance and EEO records
 - o. Contractor's payrolls and invoices, consultants' invoices
20. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.
21. Coordinate close-out of the project and obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in both electronic and hard copies.

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22. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well organized (binders, folders, CDs, etc.) manner in electronic and hard copies.
23. Deliver a final completed project to the City which is in compliance with the PS & E package, and all applicable codes, standards and requirements, including the Americans with Disabilities Act (ADA).
24. Present the City with a complete project close-out file.
25. Perform such other project related duties as may be required by the City.

Inspection Services

The Consultant Inspector shall conduct a pre-construction constructability review, to be provided to the City Program Manager.

In general, the Consultant Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Consultant Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant Inspector shall be able to interact professionally with contractors, engineers, the City Inspector, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant Inspector shall be able to follow verbal and written instruction and communicate clearly and concisely, both orally and in writing. **The Consultant Inspector shall work and coordinate closely with the City Inspector and anticipate holding daily meetings with and reporting to the City Inspector, subject to the approval of the City Program Manager.**

Typical Constructability Review Services shall include, but not be limited to:

1. Prior to the pre-construction meeting, arrange and participate in a detailed independent review of the bid documents, with in-depth field review, constructability, work sequencing, and claims avoidance emphasis.
 - a. Verify that the plans and specifications adequately address the drainage and utility challenges of the project site.
 - b. Confirm that the existing field topography conditions are correctly addressed in the final bid documents.
 - c. Evaluate the plans and specifications for ADA compliance.
 - d. Confirm that all permit (incl. environmental mitigations) requirements are adequately addressed.
 - e. Confirm that all traffic control requirements are adequately addressed.
 - f. Ensure that updates necessary as a result of constructability review are communicated and incorporated.

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Typical Consultant Inspection services shall include, but not be limited to:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.
2. Be thoroughly familiarized with and adhere to the City Standard Plans, as these will be the primary standard plans referenced throughout the project.
3. Establish effective communications with the Contractor, other agencies, utilities, schools, and business and property owners.
4. Ensure compliance with the Plans, Specifications, and other requirements, such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, other agencies' standard plans, checking line, grade, size, elevation, and location of improvements.
5. Monitor extra work.
6. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to City Standards and other applicable standards.
7. Attend the weekly construction meetings.
8. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the City Program Manager by the next business day. The Consultant Inspector shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the City Program Manager may require. The Consultant Inspector shall make the log available to the City.
9. Document all Contractor delays, reasons for delay, length of time for delay, and phases of work.
10. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.
11. Coordinate and schedule with geotechnical, survey, and special inspection firms or City Building and Safety inspectors based on project construction progress and contractors' requests.
12. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA.
13. Measure and tabulate contract quantities and rectify any discrepancies with the Contractor.

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14. Review the Contractor's invoices, independently verify completed work, and approve all quantities. Rectify any discrepancies with the Contractor.
15. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.
16. The Consultant Inspector does not have the authority to allow deviations from the Contract Plans and Specifications.
17. Possess a digital camera, and shall provide digital images of the project to the City Program Manager in "jpg" format.
18. Possess a computer with internet to access emails and electronic files on the project site.
19. Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, and insurance.
20. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a 1 hour lunch break; however, the Contractor may be allowed to start earlier to minimize disruption to business and intersection work may be performed at night with written authorization from the City.
21. Perform other related duties as required.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 30 pages covering Professional Construction Management Consultant Services. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the Request for Proposal will not be given further consideration.

At a minimum, each 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 Consultant Office Engineer's qualifications, track record, and relevant experience.

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- 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. ***Include primary and backup staff information for both the Consultant Office Engineer and Consultant Inspector.***
Discuss the firm/team's approach for completing the services required for this project within budget and schedule.
- E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.
- F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent plan check reviews and 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 and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

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6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

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

7. **A 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. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. This should be done for the three Base Bid schedules and each of the five Alternate Bid schedules. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.
8. 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 RFP. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal. This should be done for the Base Bid and each of the five Alternate Bid schedules.** All extra work will require prior approval 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 statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

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13. 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.
14. 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.
15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," "Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. 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.
17. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
17. Complete the "Disclosure of Lobbying Activities" form (see attached).
18. Complete the "List of Subconsultants" form (see attached).

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

VII. FEDERAL EMPLOYEE BENEFIT

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

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

VIII. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fee."
- B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed and accepted by the City on a monthly basis.

The City shall make sole and final determination if work is complete and acceptable for payment.

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

IX. INSURANCE

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

<u>GENERAL LIABILITY</u>		
Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence

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

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

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, the Moreno Valley Housing Authority, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Community Services District, , the Moreno Valley Housing Authority, 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 Capital Projects Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Capital Projects 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.

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X. INDEMNIFICATION

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

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days' written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

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XII. INDEPENDENT CONTRACTOR

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

XIII. CONTRACT

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

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

XIV. GENERAL CONDITIONS

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

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

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

The following is the selection criteria for Professional Construction Management Consultant Services:

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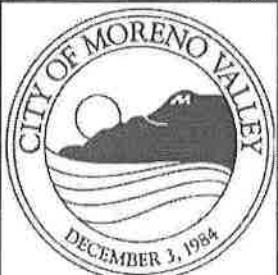
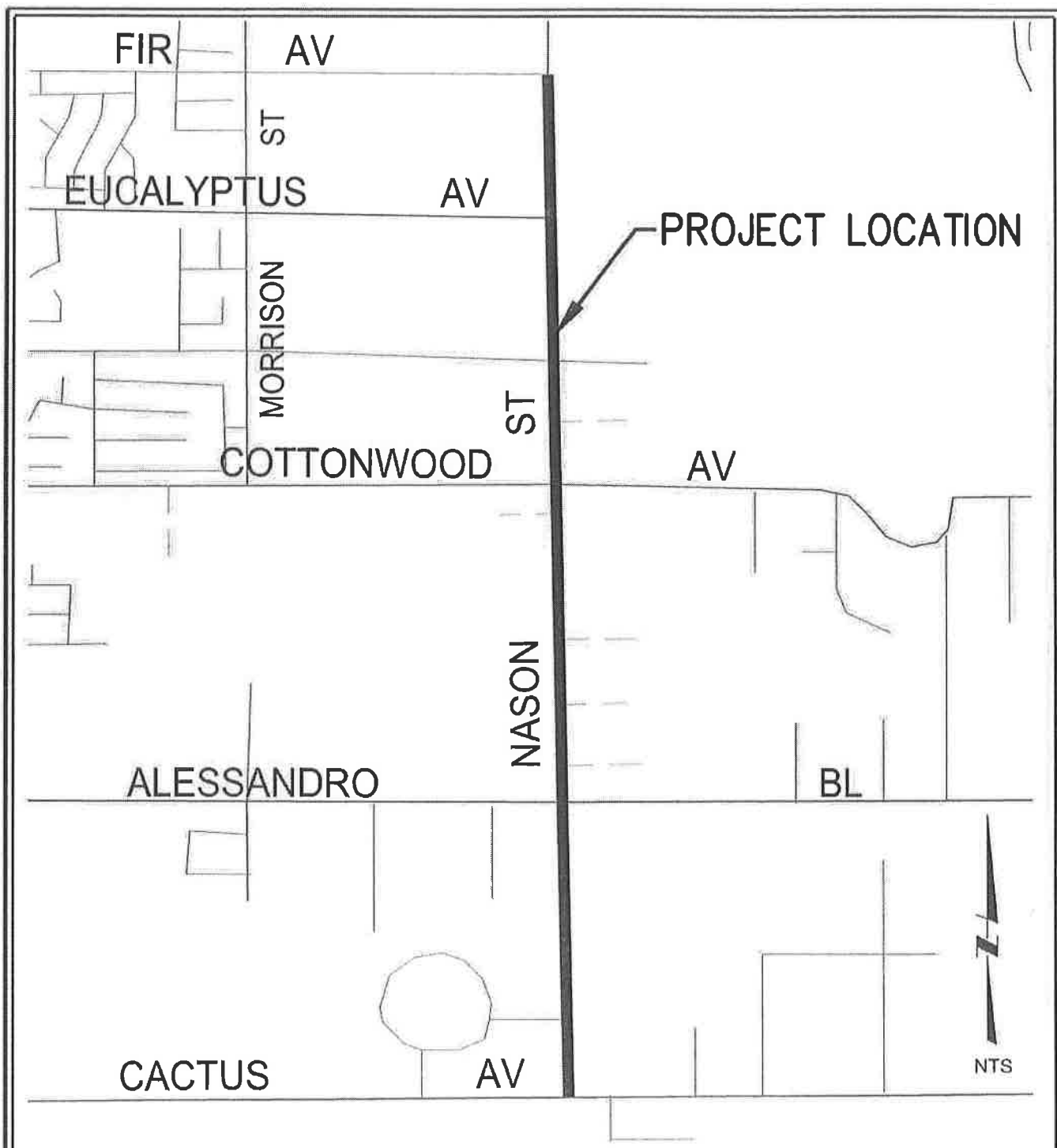
1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-Consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/ knowledge of the proposed Consultant Office Engineer and Consultant Inspector.
3. Project Approach/Understanding (40 points) – Understanding of project, discussion of major issues identified on the project and how the Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction.

Exhibits / Attachments (Incorporated by reference)

Attachment "A" – Location Map

Attachment "B" – City Standard Agreement for Professional Consultant Services

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LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

NASON STREET IMPROVEMENTS
FROM CACTUS AVENUE TO FIR AVENUE
PROJECT NUMBER 801 0001 70 77

Attachment "B"

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXXXX**

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 work hereinafter described as "Project"; and

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

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

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

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

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

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DESCRIPTION OF PROJECT

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

Project Name

Project No. XX-XXXXXXX

SCOPE OF SERVICES

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

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

PAYMENT TERMS

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

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

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

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

OR

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

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

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

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

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

SPECIAL PROVISIONS

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

12. The Consultant may also retain or subcontract for the services of other necessary

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

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

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

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley *for RDA only*, 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, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley *for RDA only*, their officers, agents or employees.

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(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley *for RDA only*, 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, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley *for RDA only*, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

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

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

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property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

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

GENERAL LIABILITY

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

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

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

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

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

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course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

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

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

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXXXX**

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXXXX**

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

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

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

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.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXXXX**

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

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

SIGNATURE PAGE FOLLOWS

SAMPLE

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

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

City of Moreno Valley

Consultant Name

BY: _____
Department Head/Mayor/City Manager
(Select only one please)

BY: _____

Date

TITLE: _____
(President or Vice President)

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

ATTEST:

City Clerk *(not needed if City Manager signs)*

APPROVED AS TO LEGAL FORM:

City Attorney

DATE: _____

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

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

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

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, 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

EXHIBIT "D"

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

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

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

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

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

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

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

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

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.

Exhibit "B"

Submittal Of Proposal

Construction Management Consultant Service for the Nason Street Improvements

April 17, 2014



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COVER LETTER





April 17, 2014

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Mr. Larry Gonzales, PE, Senior Engineer

**Subject: Proposal for Professional Construction Management Consultant Services
Nason Street Improvements from Cactus Avenue to Fir Avenue | Project Number: 801 0001 70 77**

Dear Mr. Gonzales:

In response to the subject Request for Proposal, Athalye Consulting Engineering Services, (Athalye) stands ready to serve the City of Moreno Valley with unsurpassed in-house engineering and construction expertise, a proven track record of success on similar projects delivered on budget and schedule, and cost effective, value-adding services provided through seasoned staff. Athalye is a DBE certified and small business consulting firm specialized in full engineering and construction services for street improvement projects. We serve public agencies on street improvement projects during all phases from planning through design and construction. After careful consideration, in-depth research and extensive planning, we are confident that we have assembled a powerful team to provide Construction Inspection and Office Engineering for the Nason Street Improvements project. We are offering the City our team of hand-picked industry leaders for each field position on the project. Our team is ready to hit the ground running, and we are extremely confident in our ability to get the job done right for the City.

Athalye offers the following features and benefits to the City of Moreno Valley:

Key Staff of Multi-Skilled Roadway Construction Experts – Multi-Discipline Staffing

Athalye is committing **Raul Fernandez, PE, AVS**, as **Project Manager**. Raul brings over 30 years of construction engineering, inspection, administration, and management experience to the project. He has managed state and local agency highway and bridge projects through all phases from planning, environmental, and design through construction. He served as the **Project Manager** for the **Heacock Street Bridge Replacement** Federal funding application for the construction inspection support services for the City. Raul is a seasoned Project Manager with a proven track record.

Naim Abu-Laban is a skilled **Inspector** with over 20 years of experience in roadway construction inspection and office engineering for municipal public works improvement projects. Naim is not only an Inspector, but an Office Engineer as well who has provided contract administration, stakeholder interface, document control, scheduling, change order management, extra work monitoring, submittal review, RFI processing, progress meetings, monthly progress pay estimates, weekly statement of working days, utility coordination and scheduling, SWPPP implementation, punch list, as-builts, safety, community outreach, and project closeout. He has experience with utilities, traffic control, detours, lane closures, traffic signals and interconnect, highway lighting, landscaping, irrigation, RCB culvert, and storm drains. Naim served as **Deputy Construction Inspector** and worked closely with Guy Pegan and Danny Astorga on the **Heacock Street Bridge Replacement** project for the City of Moreno Valley. He is a dedicated professional who works relentlessly and takes pride in ownership of his work.

Kevin Farahani, as **Office Engineer** has over 15 years of experience in office engineering and construction inspection experience on Caltrans and local highway projects including street improvements. His expertise is in value engineering, constructability review, contract administration, document control, change orders, RFI processing, submittal review, progress meetings, monthly progress pay estimates, weekly statement of working days, PS&E review, utility coordination and scheduling, punch list, as-builts, stakeholder interface, community outreach, and project closeout.

Athalye can provide staff on short notice from other on-going construction management assignments such as our current on-call construction inspection contract with Caltrans District 8, or multiple construction projects currently underway with SANBAG. The flexibility that Athalye offers through our multidiscipline staff and local resources enables us to minimize project support costs. Athalye will only staff the project as needed by the City, and does not require that any staff remain full-time for the entire project duration. We will match the exact level of commitment approved by the

City for effective construction management. Athalye can provide all of the services required for the City through our highly qualified and cost-effective team.

Risk Management Approach – Proven Management Techniques To Maintain the Project Budget

Athalye has developed a powerful risk management approach to construction management that provides our clients with maximum control over the project budget. As a key element of our construction services, we offer a detailed review of project documents and a risk analysis to assure that the project maintains the optimum sharing of risk between the owner and contractor. "Medium to high risk," implies high potential for schedule slippage, cost overruns or safety impacts, whereas "low to medium risk" means low potential for schedule slippage, cost overruns or safety impacts. Based on our cursory review, the utility relocation and coordination poses a high to medium risk to the project's cost and schedule. Some key issues we have identified include:

- Utilities:
 - ▶ SCE pole removal and relocation work needs to be completed first. SCE, along with Sunesys and Time Warner Cable, share a single utility trench. Being that the SCE work required is at the bottom of this joint trench, the utility relocation coordination and scheduling is critical and should be as seamless as possible.
 - ▶ Relocated utility lines need to tie into the existing with minimal disruption to services.
 - ▶ Existing utility services need to be maintained, uninterrupted during construction, especially for the Riverside County Regional Medical Center, Valley View High School, and other critical facilities.
- Traffic Handling and Control includes issues such as overhead utilities, open trenches, construction crew, and maintaining access to hospital and medical facilities, schools, residences, and businesses. Addressing these may include proper staging to minimize impacts by placement of advance signage, delineated detours, and turnouts, and placing k-rail for safety.
- Public Outreach is also critical to project success. Issues include safety, business operations, and access. Effective community outreach by providing advanced notification, distribution of flyers, local radio and TV news and changeable message signs to keep the public informed of project activities are solutions that could be employed to minimize impacts on the public and business operations.

Upon the receipt of Notice to Proceed (NTP), Athalye will perform a constructability review as the first order of work, if required, and will work closely with the City's construction staff to address any issues and recommendations.

Athalye has addressed all requirements and attests to the required statements as contained in the RFP and has included a signed statement in the appendix. This proposal in its entirety constitutes Athalye's statement of qualifications applicable to this project. The Request for Proposal and Athalye's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Athalye and the Mayor or City Manager of Moreno Valley. All information submitted with this proposal is true and correct. This proposal shall remain valid for 180 days from the date of submittal. I, Ashok G. Athalye, am authorized to bind our firm to the terms of the proposal.

The Athalye Team is committed to excellent job performance.

Respectfully Submitted,
Athalye Consulting Engineering Services, Inc.



Ashok G. Athalye, PE
Principal-in-Charge



PROJECT UNDERSTANDING

SECTION A

The City of Moreno Valley has adopted the Capital Improvement Plan (CIP) for fiscal year 2010-2011 to program and prioritize competing public works projects due to limited availability of funds. For this fiscal year, the City has a total proposed and new budget request, with previous fiscal year carryover, of about \$87 million from various sources of funds. Since the City has much room to grow, the infrastructure has to meet the needs of a rapidly growing community. There are numerous street improvements identified in the CIP as priorities for construction, and Nason Street is one of them.



Nason Street at Cottonwood Ave Intersection

Nason Street is a primary arterial street that serves the southern communities and businesses in the vicinity of Nason Street and Iris Avenue, and Kaiser Hospital and the Riverside County Regional Medical Center, as well as the northern communities in the vicinity of Nason Street and Ironwood Avenue, including the Stoneridge community and its Towne Centre. With the newly reconstructed State Route 60 (SR-60)/Nason Street Interchange and the completion of the Nason Street Improvements project, the City will improve traffic circulation, operation, capacity, safety, and access to the local commuters, businesses, medical facilities, colleges, religious institutions, and schools along Nason Street from SR-60 to Iris Avenue. The Nason Street Improvements will provide a continuous improved four-lane highway with raised median, curb and gutter, sidewalks, bikeway, and landscaping

Existing Conditions

The existing Nason Street, between Cactus Avenue and Fir Avenue, varies from a two-lane to a four-lane undivided arterial highway with no curb and gutter, intermittent raised median, and partial sidewalk and bikeway. Existing drainage inlets along Nason Street are located just outside of the roadway structural section, are unprotected, and pose a safety hazard. Surface drainage flows onto the street pavement and is conveyed into the inlets.



Existing Nason Street at Cactus Avenue

In addition, overhead utility poles along Nason Street are adjacent to unimproved parcels on either the east or west side of the street. The utility poles are exposed to traffic, unprotected, and are a safety hazard to the motoring public. Nason Street is a designated bus route and the bus stops are not improved, there are no bus pads or shelters.

Within the project limits, the streets adjacent to newly completed commercial, industrial, and residential developments are fully developed with curb and gutter, sidewalk, bikeway, landscaping, and underground utilities. Therefore, street widening will occur only where no new developments have been completed.

Proposed Improvements

The Nason Street Improvements project extends from Cactus Avenue (southerly terminus) to Iris Avenue (northerly terminus), approximately two (2) Miles in length, and will improve the traffic circulation, operation, capacity, and safety to all modes of transportation from pedestrian, bicycle, vehicular, and public transit systems. This roadway improvement will provide a divided four-lane facility, with right and left turning lanes to most intersections, as well as bikeway and sidewalk with ADA compliance on both sides of the street. It will connect the communities south of Iris Avenue, Kaiser Hospital, the Riverside County Regional Medical Center, and businesses in the general vicinity. Other elements of the improvement include curb and gutter, street lighting, drainage facilities, street rehabilitation, intersection improvements, utility relocation, undergrounding overhead utilities, median improvements, traffic signals, and traffic signal interconnect.

The improvements include a new traffic signal at Nason Street/E. Hospital Road for better ingress/egress to the Riverside County Regional Medical Center, and improved major street intersections with traffic signal modification and synchronization. In addition, access to Valley View High School, Mountain View Middle School, residential communi-

ties, churches, and local businesses will improve traffic flow and safety. All are considered major project stakeholders because they are either on or adjacent to the project. One objective is to eliminate the traffic bottleneck from Fir Avenue to Eucalyptus Avenue, and from Dracaea Avenue to Alessandro Boulevard. The widening will allow for two lanes on each side, with dedicated right and left turn lanes. The dedicated right turn lane at the intersection of Nason Street and Dracaea Avenue going southbound will improve traffic flow to Valley View High School, Mountain View Middle School, and all local residents and businesses south of Dracaea Avenue.

The contract is divided into three (3) Base Bid Schedules: two (Schedules A and B) for the street improvements, and one (1) (Schedule C) for the dry utility relocations. There are five (5) Alternate Bid Schedules (Schedules 1 to 5). The Base Bid and Alternate Bid Schedules are described below. Construction duration is 250 working days for the three Base Bid Schedules, with an additional 120 working days for the five Alternate Bid Schedules.

A brief description of each of the Base Bid Schedules is as follows:

- **Base Bid Schedule A.** Street improvements on Nason Street from Cactus Avenue to Alessandro Boulevard. Major work consists of AC pavement rehabilitation, street widening, enclosed and surface drainage systems, utility adjustments, curb and gutter, sidewalk, ADA ramps at street intersections, bikeway, and street lighting. A new traffic signal will be installed at the intersection of Nason Street/E. Hospital Road for safer and faster response time by emergency responders
- **Base Bid Schedule B.** Street improvements continuation on Nason Street from Alessandro Boulevard to Fir Avenue. Major work for this segment is similar to Base Bid Schedule A with traffic signal modifications at five major intersections: Alessandro Boulevard, Cottonwood Avenue, Dracaea Avenue, Eucalyptus Avenue, and Fir Avenue
- **Base Bid Schedule C** (Rule 20B and 20A portion). The relocation of dry utilities (SCE, MVU, Verizon, Time-Warner, and Sunesys) to underground, in the street, along the entire project limits. We understand that SCE, Time-Warner Cable, and Sunesys are all in the same trench, with SCE at the bottom.

The five (5) Alternate Bid Schedules are:

- **Alternate Bid Schedule #1.** Street improvements in the vicinity of EMWD's booster pump station after its relocation, which includes the west side of Nason Street from Dracaea Avenue to Valley View High School
- **Alternate Bid Schedule #2.** Traffic signal interconnect from the existing traffic signal systems at Cactus Avenue to the existing traffic signal controller at Alessandro Boulevard
- **Alternate Bid Schedule #3.** Traffic signal interconnect from the existing traffic signal controller at Alessandro Boulevard to the existing traffic signal controller at Fir Avenue
- **Alternate Bid Schedule #4.** Median work consisting of grading and placement of decomposed granite from Brodiaea Avenue to Fir Avenue
- **Alternate Bid Schedule #5.** Median work consisting of grading and planting from Brodiaea Avenue to Fir Avenue

The project will be constructed using the City's Special Provisions, Standards, and Specifications for Public Works Construction ("Greenbook") latest edition.

The construction duration is estimated at 17.5 months, including utility relocations, which we believe to be a reasonable duration. The project cost is estimated at \$14 million. The project is funded by the California Communities Gas Tax, Certificates of Participation (COPs), Series 2011B, and the Total Road Improvement Program. Key to making this project successful for the community is to maintain access and continuous communication for all major stakeholders throughout the duration of construction.

We understand the City of Moreno Valley is seeking a construction services consultant to assist in the construction phase of the project. The City is requesting the services of a full-time Construction Inspector and part-time Office Engineer, who will also be supported by reserve personnel with equal or better qualifications and experience. Our staff will report to and directly coordinate with the City Program Manager and its representatives, as well as with the City's Geotechnical/Materials Testing and Surveying consultants.

Issues and Solutions

Athalye has performed a cursory constructability review and identified four (4) key project issues as described below and highlighted in Exhibits 1 - 3, Issues and Solutions, found on pages 6-8. We consider these as medium to high risk to the City. Medium to high risk, implies high potential for schedule slippage, cost overruns or safety impacts, whereas low to medium risk means low potential for schedule slippage, cost overruns, or safety impacts.

The key issues include:

- Issue 1 - Overhead Utility Pole Relocation** - removal and relocation of power poles that are in the way of the street widening and improvements. The existing overhead utility services must be maintained while excavating joint trench for the electrical and telecommunications lines and placing underground conduit banks with electrical power lines at the bottom of the trench. The electrical work will be the first order of work, followed by the telecommunications work, and scheduling and coordination of utilities work with several utility companies (Edison, Time-Warner and Sunesys), all in a joint trench is of utmost importance. Staging and coordination of utility work with several companies needs to be seamless. Our Lead Construction Inspector and Office Engineer will be pro-active and have the vision to look forward for potential work obstacles and provide prudent solutions. They have the skills and abilities to work with all parties involved as experienced on their previous assignments.
- Issue 2 - Overall Utility Coordination.** There are over 12 utility companies listed in the contract plan, as well as several stakeholders such as the Riverside Regional Medical Center and Valley View High School, that the project team will need to coordinate with. Those listed in the contract plan are shown in the table below. One key to project success is the timely relocation of utilities. This is the single biggest risk of success to the project.



Existing Nason Street

NAME	TYPE OF SERVICE
Underground Service Alert	Underground Utility Marking Service
Southern California Edison (SCE)	Power/Electrical
Moreno Valley Utilities Administration (MVU)	Power/Lighting
Verizon	Fiber Optics
Time-Warner Cable	Cable TV
Sunesys LLC	Telecommunications
Eastern Municipal Water District (EMWD)	Water/Sewer
Southern California Gas (SCG)	Natural Gas
Questar Southern Trails Pipeline	Natural Gas
Riverside County Flood Control & Water Conservation District (RCFCD & WCD)	Storm Water
City of Moreno Valley Traffic Signal Maintenance	Traffic Signals
Riverside Transit Agency (RTA)	Public Transportation Service
City of Moreno Valley Special Districts Administration	Special District Programs

- Issue 3 - Traffic Handling and Control.** Construction traffic handling and control always requires advance planning, coordination, and skilled inspection to stay one step ahead of the issues. Since there are major utilities relocation and pavement rehabilitation, and key stakeholders require access maintenance during construction throughout the project limits, maximizing construction efficiency is key to accomplishing milestones and meeting deadlines. We will review the traffic patterns on Nason Street and other parallel major thoroughfares, work with the City Traffic Engineer, and make adjustments to traffic control and handling plans to minimize traffic disruption. We will require a coordination meeting with the contractor and obtain consensus with the City in advance. Athalye will review all traffic control plans submitted by the contractor and will obtain City's approval prior to commencement of work. Before and after each contractor's work shift, our Inspector will drive through the construction zone and assure that all traffic control devices are correctly placed and visible to the travelling public.
- Issue 4 - Public Outreach.** Traffic impacts during construction are inevitable, but with aggressive public outreach by providing advance warning signs; flyers to the community, transit operators, emergency responders, schools, colleges, medical facilities, and businesses; and portable changeable message signs along with optimization of traffic control devices, lane closures, and detours will minimize traffic delays. In addition, maintaining an effective public awareness campaign will be of utmost importance to ensure safe commuting through and around the project. It is expected that there will be numerous items of work that are dependent upon proper lane closures and traffic control measures. Public convenience and public safety are major concerns and require a thorough review of traffic handling plans and maintenance of the construction area signs through local streets, and maintaining pedestrian and bicycle access.

Athalye utilizes a pro-active risk managed approach to Construction Management where we continuously evaluate the project for risks and evaluate how to best mitigate those risks. Our experience has been that keeping ahead of project risks with well-developed mitigation plans is an excellent way to assure a successful project. We have had great success with this approach on previous projects such as the Heacock Street Bridge Replacement for the City of Moreno Valley, La Paz Road Widening project for the City of Laguna Hills, and Avenue 52/Grapefruit Boulevard Grade Separation project for The City of Coachella, Coachella Valley Association of Government (CVAG), and Riverside County Transportation Commission (RCTC).

Exhibits 1 - 3: Project Issues and Solutions are presented on the following pages.





EXHIBIT 1

CACTUS AVE. TO ALESSANDRO BLVD.



1	2	3	4
<p>SCE Overhead Utilities Relocation</p> <p>ISSUES</p> <ul style="list-style-type: none"> Overhead Utilities on the east and west side of Nason Street. Maintain utility services to hospital / medical centers, businesses, religious institutions, schools, and residents. Coordination and scheduling with other utility companies. <p>SOLUTIONS</p> <ul style="list-style-type: none"> Proper staging to minimize relocation delays Proactive coordination with Southern California Edison and other utility companies. Advance notice, coordination, and meetings with utility companies. 	<p>Utilities Coordination</p> <p>ISSUES</p> <ul style="list-style-type: none"> Fast-tracked multiple dry utility relocation with 50 working days Sequencing of moving utilities into joint trench <p>SOLUTIONS</p> <ul style="list-style-type: none"> Athalye to closely coordinate with SCE, Verizon, TWC and Sunesys planner's to expedite construction Athalye to initiate weekly utility coordination meetings and oversee utility work schedule 	<p>Traffic Handling and Control</p> <p>ISSUES</p> <ul style="list-style-type: none"> Open trenches for dry utilities Maintain hospital, business, residential, and religious institution access Maintain bus access <p>SOLUTIONS</p> <ul style="list-style-type: none"> Provide k-rail to protect traveling public. Provide steel plate cover over open trench for access. Provide temporary opening for bus stop. 	<p>Public Outreach</p> <p>ISSUES</p> <ul style="list-style-type: none"> Traffic control & handling plans are not developed. Contractor to prepare and submit plans for approval prior to construction. Project will affect local businesses, residents, emergency responders, bus service, hospital / medical center, religious institutions, schools, colleges, and other stakeholders. <p>SOLUTIONS</p> <ul style="list-style-type: none"> Athalye will require Contractor to submit plans one week prior to scheduled traffic modifications and coordinate with City Program Manager for approval. Athalye will suggest advance notices such as flyers distribution to all stakeholders, provide portable changeable message signs at both project terminus, and enforce project requirements to ensure a "good neighbor" and maintain public support



EXHIBIT 2
ALESSANDRO BLVD. TO VINEWOOD PL.



1 SCE Overhead Utilities Relocation	2 Utilities Coordination	3 Traffic Handling and Control	4 Public Outreach
<p>ISSUES</p> <ul style="list-style-type: none"> Overhead Utilities on the east and west side of Nason Street. Maintain utility services to hospital / medical centers, businesses, religious institutions, schools, and residents. Coordination and scheduling with other utility companies. 	<p>ISSUES</p> <ul style="list-style-type: none"> Fast-tracked multiple dry utility relocation with 50 working days Sequencing of moving utilities into joint trench 	<p>ISSUES</p> <ul style="list-style-type: none"> Open trenches for dry utilities Maintain residential and religious institution access Maintain bus access 	<p>ISSUES</p> <ul style="list-style-type: none"> Traffic control & handling plans are not developed. Contractor to prepare and submit plans for approval prior to construction. Project will affect local businesses, residents, emergency responders, bus service, hospital / medical center, religious institutions, schools, colleges, and other stakeholders.
<p>SOLUTIONS</p> <ul style="list-style-type: none"> Proper staging to minimize relocation delays Proactive coordination with Southern California Edison and other utility companies. Advance notice, coordination, and meetings with utility companies. 	<p>SOLUTIONS</p> <ul style="list-style-type: none"> Athalye to closely coordinate with SCE, Verizon, TWC and Sunesys planner's to expedite construction Athalye to initiate weekly utility coordination meetings and oversee utility work schedule 	<p>SOLUTIONS</p> <ul style="list-style-type: none"> Provide k-rail to protect traveling public. Provide steel plate cover over open trench for access. Provide temporary opening for bus stop. 	<p>SOLUTIONS</p> <ul style="list-style-type: none"> Athalye will require Contractor to submit plans one week prior to scheduled traffic modifications and coordinate with City Program Manager for approval. Athalye will suggest advance notices such as flyers distribution to all stakeholders, provide portable changeable message signs at both project terminus, and enforce project requirements to ensure a "good neighbor" and maintain public support.

A. Project Understanding



EXHIBIT 3
VINEWOOD PL. TO FIR AVE.



1 SCE Overhead Utilities Relocation	2 Utilities Coordination	3 Traffic Handling and Control	4 Public Outreach
<p>ISSUES</p> <ul style="list-style-type: none"> Overhead utilities on the east and west side of Nason Street. Maintain utility services to hospital / medical centers, businesses, religious institutions, schools, and residents. Coordination and scheduling with other utility companies. <p>SOLUTIONS</p> <ul style="list-style-type: none"> Proper staging to minimize relocation delays Proactive coordination with Southern California Edison and other utility companies. Advance notice, coordination, and meetings with utility companies. 	<p>ISSUES</p> <ul style="list-style-type: none"> Fast-tracked multiple dry utility relocation with 50 working days Sequencing of moving utilities into joint trench EMWWD Pump Station relocation <p>SOLUTIONS</p> <ul style="list-style-type: none"> Athalye to closely coordinate with SCE, Verizon, TWC and Sunesys planner's to expedite construction Athalye to initiate weekly utility coordination meetings and oversee utility work schedule Close coordination with EMWWD and Contractor 	<p>ISSUES</p> <ul style="list-style-type: none"> Open trenches for dry utilities Maintain Valley View High School, Mountain View Middle School, Stoneridge Towne Center, and residential access Maintain bus access <p>SOLUTIONS</p> <ul style="list-style-type: none"> Provide k-rail to protect traveling public. Provide steel plate cover over open trench for access. Provide temporary opening for bus stop. 	<p>ISSUES</p> <ul style="list-style-type: none"> Traffic control & handling plans are not developed. Contractor to prepare and submit plans for approval prior to construction. Project will affect local businesses, residents, emergency responders, bus service, hospital / medical center, religious institutions, schools, colleges, and other stakeholders. <p>SOLUTIONS</p> <ul style="list-style-type: none"> Athalye will require Contractor to submit plans one week prior to scheduled traffic modifications and coordinate with City Program Manager for approval. Athalye will suggest advance notices such as flyers distribution to all stakeholders, provide portable changeable message signs at both project terminus, and enforce project requirements to ensure a "good neighbor" and maintain public support.



APPROACH & MANAGEMENT PLAN

SECTION B

Proposed Approach

The Athalye Team is well prepared to serve the City of Moreno Valley's Nason Street Improvements project and provides a proven track record on similar projects, highly qualified, available and committed key staff with extensive public works experience, and flexibility to respond to all the challenges. The Athalye Team is ready to provide all of the services requested in the RFP, including inspection and office engineering with close coordination with the City's material testing and survey consultants. We have a deep understanding of the project and the key issues, and we are sensitive to the public image of this project. Our team is made up of well-seasoned construction professionals who already have long-term working relationships with the City of Moreno Valley and utility companies.

Athalye is a firm committed exclusively to serving public agencies on local agency public works and Caltrans highway and bridge construction projects. We are a firm owned and managed by civil engineers. We pride ourselves on our ability to handle complex engineering issues for our clients. Our engineering expertise at the top management level makes our firm unique. Our engineering leadership enables us to attract the best talent in the industry and continues to win over clients who are not satisfied with the results from our competitors.

Athalye 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. Athalye will allow authorized federal, state, county, and City officials access places of work and all relevant contract records pertinent to this special project and will retain all relevant records for at least three years. We 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.

Athalye has a comprehensive, proven system of delivering construction management services to local agencies and Caltrans on highway improvement construction projects. The success of our system is one reason why Athalye has been selected to serve as Lead Consultant on local agency and states construction projects, including the City of Moreno Valley Heacock Street Bridge Replacement and Street Improvement, City of Laguna Hills La Paz Road Widening and I-5 Ramp Modification, SANBAG Laurel Street Grade Separation and Street Improvement in the City of Colton, and OCTA Lakeview Avenue Street Improvement and Grade Separation in the Cities of Placentia and Anaheim.

The cornerstone of Athalye's approach to every project is our Project Management Plan (PMP) as recommended by the Project Management Institute (PMI). For every project, we develop a written, project-specific PMP with input from our client and key stakeholders. The PMP is a comprehensive blueprint for all aspects of delivering our services, including our internal quality control. It lists all project stakeholders, the chain-of-command, communication protocols, emergency contact information, work scope, key project information, documents and references and everything else necessary to achieve success. For the construction projects, our Project Manager, will prepare and maintain the PMP, which addresses the entire requested Scope of Work and the following elements of our management project approach:

Project Specific Employee Orientation

Another key to our success in serving public agencies on highway and bridge construction projects is our employee orientation program. We developed the program in response to the changing needs of Local Agency and Caltrans on their on-call contracts for construction services, which often requires immediate staffing on short notice. It includes training and a project-specific Orientation Manual developed to ensure that all our team members have the required knowledge, training, references, and equipment for their assignment. The orientation can include comprehensive, supervised on-the-job training for junior employees or only a few hours of training for more seasoned members of the team. The project specific orientation is our best vehicle for ensuring that all our team members are trained in the project's specific key issues and maintain a united focus on our client's priorities. For example, on the La Paz Road Widening project, our orientation covered the key issue of public outreach to ensure that our entire team was sensitive to the impacts that the project may have on the travelling public and local communities. Our entire team will be trained to make sure that major closures and other significant traffic events are advertised to the travelling public in advance as planned by City through the project's outreach program. Our La Paz Road Widening project orientation was performed with the City and Caltrans staff as an initial team building exercise.



Kick-Off Meeting

The kickoff meeting, another Athalye standard project management procedure, will assure that all project team members, including other consultants, understand their scope of work and responsibilities, not only for delivering their required services, but for providing internal quality control and proper documentation for invoicing. Raul Fernandez, our Project Manager, has conducted many kickoff meetings for construction support contracts. Raul has earned a reputation for delivering flawless contract management documentation on construction support contracts, and the kickoff meeting is always an important part of Raul's preparation for getting projects off to a good start.

Monthly Progress Report

The Project Manager's Monthly Progress Report, as required in the Scope of Work, will include a report on the progress of the construction and our team's services. We usually submit our Progress Reports with our monthly invoice. Our progress report lists the work completed during the month, expected work for the next month, and a review of key project issues and recommended approach for managing them. The progress report also tracks our "burn rate" to ensure that Athalye is operating within our planned budget and schedule.

Progress Report

Document Control

Project files will be maintained according to City standards as described in the Contract and supplemented by the Caltrans Construction Manual. Hard copies of all documents will be filed in binders in standard filing categories. An electronic and hard copy document will be sent to the City to be filed in the project filing system. Naim Abu-Laban will prepare electronic daily reports and logs of submittals and RFIs. These features provide a tremendous cost savings in the event that there is a need to search through the project documentation. The Athalye team includes Kevin Farahani, Office Engineer, who has served Local Agencies and Caltrans and performed document control requirements. Kevin is performing project close out on the SR-57 widening and street improvement near the Brea Mall.

Surveying

The City Survey Consultant will provide qualified personnel performing surveying services during construction, covering both home office and field work. Our Lead Inspector, Naim Abu-Laban, will coordinate and schedule with the survey consultant to perform survey request from the contractor. Naim will require the Contractor weekly survey request form to be submitted one day prior to the normally scheduled weekly progress meeting to ensure availability of the survey party. As indicated in the RFP, any survey rework cost will be paid by the contractor.

Unless otherwise specified in the survey request, control surveys will conform to accuracy standards as specified in the City Survey Contract. Additional standards for specific surveying work might be included in the applicable survey request. Such standards supplement the standards specified herein. If such additional standards conflict with the standards specified herein, the survey request standard shall govern over the standards herein. City shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract.

Geotechnical and Materials Testing

The City Geotechnical and Materials Testing Consultant will provide qualified personnel to perform materials testing services during construction. Our Lead Inspector, Naim Abu-Laban, will coordinate and schedule with the consultant to perform materials testing request from the contractor. Naim will require the Contractor weekly materials testing request form to be submitted 24 hours prior to the normally scheduled weekly progress meeting to ensure availability of the field technicians.

Depending on the city agreement with their in-house survey and geotechnical and materials testing consultants, Athalye team will closely work with the Contractor and the consultants to ensure smooth coordination and work request schedules are agreed prior to any consultant personnel is dispatched. This will prevent unnecessary down-time of the survey crew and/or the field material technicians.

Schedule

We are ready to provide necessary field staff for the duration of the construction shown as directed by City. We will also have time for pre- and post-construction activities such as our orientation training, pre-construction photos and documentation, filing system set-up, post-construction survey services, and demobilization. At this time, we have not developed our schedule to the level of detail to show these activities or a staffing ramp-up and down.

As indicated in the RFP and the contract bid documents, the contract time for Base Bid Schedules A, B and C is 250 working days of which 50 working days is allocated for the Schedule C, dry utility relocations, as Milestone 1. Schedule A and B work is primarily street improvements and its ancillary works.

For Alternate Bids #1 through #5, contract time is 120 working days. The distribution of contract duration is as follows:

ALTERNATE	WORKING DAYS
Alternate Bid #1 - Work around EMWD	40
Alternate Bid #2 - Traffic Signal Interconnect (Cactus Ave to Alessandro Blvd)	10
Alternate Bid #3 - Traffic Signal Interconnect (Alessandro Blvd to Fir Ave)	20
Alternate Bid #4 - Median work; decomposed granite (Cactus Ave to Fir Ave)	20
Alternate Bid #5 - Median work; landscaping (Cactus Ave to Fir Ave)	30

We understand that our Primary Construction Inspector, Naim Abu-Laban, will be full-time and our Office Engineer, Kevin Farahani, will be on part-time basis with 8 - 12 budgeted hours per week, or as required by the City Program Manager. From previous experience, we know that we need to wait until the construction contractor provides a CPM Schedule before we can refine our own staffing schedule. As a firm that has served Caltrans on an on-call basis for many years, we know that our job is to provide staffing flexibility.

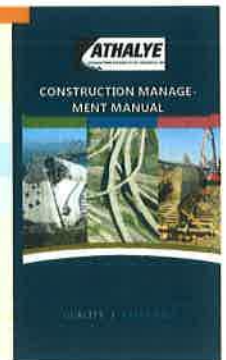
Management Plan

Budget/Schedule/Quality Control

For maintaining quality, budget, and schedule on the Nason Street Improvement project, Athalye emphasizes standard techniques with our construction staff that have proven to be successful on previous projects. A few such techniques include:

Partnering

Through the Partnering process, we will employ partnering concepts to all stakeholders in a project come together to formally agree to work together towards a common set of goals. The objective of this aspect of Partnering is to prevent an adversarial atmosphere from developing on a project. The Partnering process also includes development of an alternate dispute resolution mechanism. Disputes in the field are resolved quickly at the lowest possible level and quickly elevated to a higher management level if unresolved. With the latest Caltrans standard specifications, a Partnering facilitator can be utilized to resolve disputes prior to being escalated to the formal dispute process. The official company policy at Athalye is to support the Partnering process, and we reinforce our philosophy with all our construction field staff, including other City consultants.



CPM Schedule Monitoring

A CPM Schedule is not required from the contractors of the Nason Street Improvement project. For more complicated projects, monitoring this CPM Schedule and continuously looking forward in the projects to prevent delays are the means by which the field team will ensure an on-time completion. If there is a need for a CPM Schedule, Athalye has in-house resources for CPM schedule preparation and review that Chetan Shah, our in-house CPM Scheduler and Project Controls Manager, can tackle to support the City



Utility Coordination Meetings

Southern California Edison (SCE) will have a major role on the Nason Street Improvements project with key relocations to take place during or before construction. The sections of Nason Street to be widened are currently in conflict with Edison poles and/or guy wires. Close coordination with the Edison planner will help ensure that they complete all their work on time. This should include face-to-face meetings with the Edison planner, possibly on a regular basis, followed by a letter explaining the current schedule and the impacts upon the project from a delay by Edison. Work by Edison requires engineering design and an Edison-approved contractor to perform the work. The construction management team for the Nason Street project should closely follow Edison and other dry utilities progress through their design and contracting phases to ensure that Edison is prepared to have their work done on schedule. The schedule for the relocations should be communicated to the contractor through the bid package to ensure that Edison, MVU, Time Warner, Verizon, and Sunesys receive the window needed to relocate their facilities and complete the work without impacting the street improvements and widening project. Additionally, Athalye may recommend the services of a dedicated utility coordinator to be on top of each of the utility companies so that schedule will not slip. The services are proposed as an enhancement to the scope of work, so additional information on the services is provided in the Enhancements section later in this Management Plan.

Stage Construction and Temporary Traffic Controls

There are no stage construction, lane closure, detour, or traffic control and handling plans for the Nason Street project and the contractor has to develop and submit these to the City for review and approval. In general, traffic is shifted towards the median to make room to build the widening and the associated roadway work. The first order of contract work is to install temporary K-rails where the contractor plans to work. As always, there are a few of possible conflicts. We will conduct site visits and specific traffic handling meetings with the contractor to list and identify all the upcoming traffic handling conflicts. Once we have the conflicts identified and listed in advance, our field team has ample time to develop "work-arounds" for all conflicts and to obtain necessary approvals from the City and other affected stakeholders.

Coordination with the City Program Manager will be required for all temporary traffic control systems that will impact traffic within the City. Timely notification of such work will be required to keep key project stakeholders informed. Such timely notifications will be made through the project public outreach program, with current information from the Athalye Team, as well as other standard techniques such as portable changeable message signs, flyers, and door-to-door contact. All affected commuters will be informed of planned work in advance so there will be no surprises.



Public Image

We recognize that the Nason Street project is a high visibility endeavor to the community and the City. We understand that the medical facilities, residents, and businesses in the project area will view the team's management of the project as a representation of the effectiveness of the City in delivering street improvement projects, and we understand the importance of public support for funding future City projects. In response to the need for public support for the project, we heavily emphasize the role of public outreach with our construction staff. During our pre-construction orientation, for example, we will review the City's public outreach efforts and the functions, and in particular the Nason Street public outreach program. Our team will understand how public outreach will affect the image of the project and the public response to changing job site conditions and temporary traffic controls. Our team will know that information about the project schedule and traffic control will be broadcast to the public through the outreach program, and that it is the team's responsibility to make sure that the information presented to the travelling public is correct, complete, and timely. No matter how the information is distributed, by web site, radio, newspaper, or signage, it will originate from the field, and it must be accurate. Additionally, the project must always be a "good neighbor," and respect all restrictions on noise levels, night glare, and dust.

Enhancements to the Scope of Work

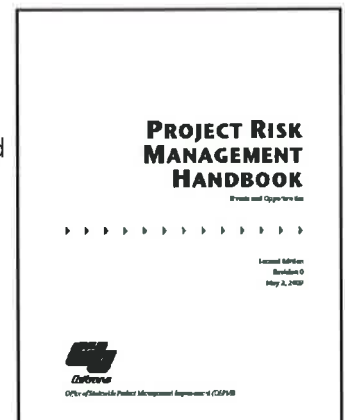
We are offering the following enhancements to the scope of work for the City's consideration.

Risk Management Planning

Modern project management includes managing risk. Athalye has identified several project issues as described in Section A – Project Understanding of this proposal. We recommend tracking and handling each issue throughout construction using a simplified "Caltrans-like" Risk Management Plan. Key steps include:

- Develop Risk Register (From Issues List)
- Perform Qualitative Analysis
- Finalize Risk Management Plan
- Assign Responsibilities
- Follow Through – Monitoring and Control

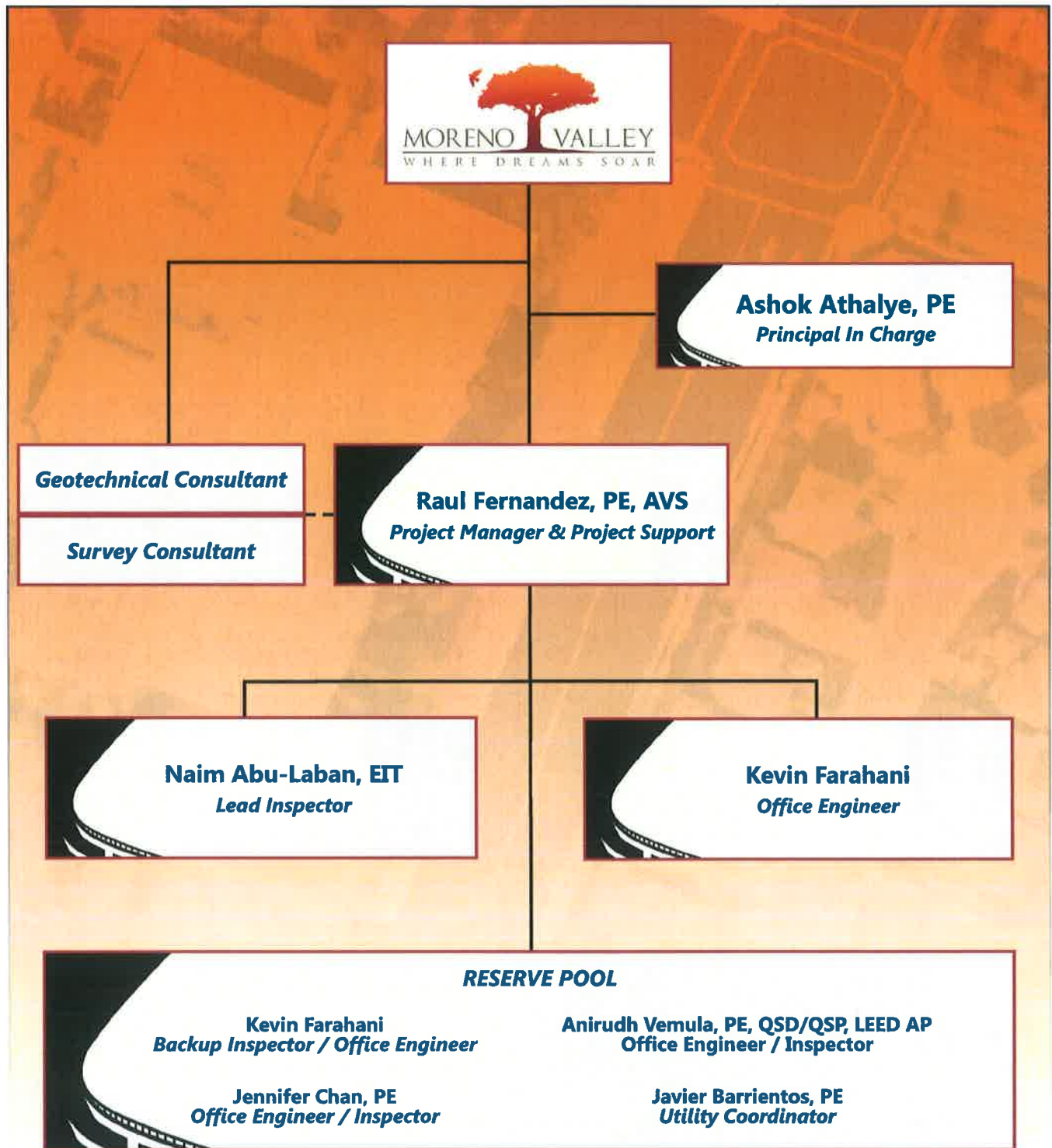
Rather than just tracking issues, Risk Management Planning eliminates "management by crisis" and increases the chances for project success. It provides a proactive plan to avoid, transfer, mitigate, or accept negative risks and take advantage of positive risks.



Utility Coordination

Earlier portions of this Work Plan have detailed some of the utility coordination issues related to the project. Utility improvements will require careful planning of proposed project phasing to minimize interruption of its service and to safely and timely utility rearrangements. Utility coordination will include several large facilities including power poles for overhead utility lines (SCE, Time Warner, Verizon and Sunesys) will require relocation. In addition, various other utilities such as EMWD sewer and water, MVU, SCG, Questar and others will need to be protected or moved. Raul Fernandez, Naim Abu-Laban, and Kevin Farahani have performed numerous utility coordinations on their previous transportation and utility projects.

Project Organization Chart





QUALIFICATIONS & EXPERIENCE

SECTION C



Ashok Athalye, PE established Athalye Consulting Engineering Services (Athalye) on August 8, 1991 in Laguna Hills, Orange County, as a bridge design firm. The firm has grown over the years to add full services in highway design, construction management and bridge maintenance inspection. Through 23 years of operation in southern California, Athalye has earned a reputation for excellence in managing diverse transportation projects for Caltrans, SANBAG, OCTA, METRO, and other local agencies.

Athalye has successfully completed over 100 bridge/grade separation design and construction services projects including street improvements and rehabilitation projects, utility relocations, landscaping and irrigation, street lighting, traffic signals, new interchanges, interchange modifications, new or replacement structures, HOV widenings, ramp metering, seismic retrofit projects, retaining and sound walls, and drainage structures.

{ Our \$10 million prime contract with District 7 on the prestigious \$1 billion I-5 Corridor HOV program, District 7's most challenging consultant assignment, is evidence of our firm's capability in managing major complex projects. }

Our construction services group, like our design group, specializes construction management including Office Engineering and Inspection for and roadway/highway, bridges, and municipal infrastructure. Our services also include CPM schedule review and dispute resolution. Athalye has provided highway, earthwork, concrete and asphalt paving, electrical, traffic signal, highway lighting, fiber optics, SWPPP, specialized grade separation construction expertise, and bridge/BNSF construction.

Athalye is an Equal Opportunity Employer and S Corporation operating as a SBE/DBE certified firm with a total staff less than 50 employees. We are owned and managed by licensed Civil Engineers. Approximately 90% of our workload is for construction services on highway and bridge projects.

A Project Team with a Track Record of Exceeding Client Expectations

As part of the Caltrans Mentor-Protégé Program, Athalye has been recognized by Caltrans with the "Outstanding Protégé award on April 3, 2008 and most recently in early 2011. Our construction services group has won several high profile on-call contracts directly with Caltrans, including the San Francisco Oakland Bay Bridge and the \$1 billion HOV widening on I-5 from SR-134 to SR-118. We are recognized among our peers as the "up and coming" consulting firm for providing construction services.



A Highly Qualified Team

Athalye has assembled a seasoned team of highly-qualified and diverse professionals with the experience and proven track record to successfully deliver the requested services necessary for the City of Moreno Valley Nason Street Improvements project. We are not proposing any subconsultants for this work. Our risk mitigated approach that includes understanding the project requirements and identifying potential issues will result in avoiding schedule slippages and cost overruns.

Raul Fernandez, PE, AVS, is a highly experienced and skilled Project Manager. He has over 30 years of multi-faceted transportation planning, design, project management, and construction management of highways, freeways, interchanges, bridges, and other transportation facilities. Raul has worked with Caltrans, FHWA, and Local Agencies on Federal-aid projects in California for the past 20 years. While with FHWA, he reviewed and approved numerous Federal-aid funded highway projects from project planning, preliminary design, environmental, final design and construction. Raul has spearheaded various project management and implementation processes including the development of work plans, resource allocation, change control, utility engineering, right-of-way, schedule review and approval, claims negotiation and resolution, and mentoring the project team towards the successful execution.

As a **Project Manager**, Raul worked with the **City of Moreno Valley** on the FHWA HBP (formerly HBRRP) funding application for the preliminary engineering (design and environmental assessment) of the **Heacock Street Bridge Replacement**, and also served as the Project Manager for the construction phase. He is intimately familiar with the "Greenbook" and the City of Moreno Valley construction standards, special provisions, and specifications, Caltrans Standard Specifications as well as the Caltrans Local Procedures Manual and Cal-OSHA Construction Safety Orders.

Clearly, **Raul Fernandez, as Project Manager of the Athalye Team brings a wealth of capabilities** to the City's Nason Street Improvements project, not only for the tasks described in the RFP, but also for additional services the City may need beyond the Lead Inspector and part-time Office Engineer roles described in the RFP.

References for Raul Fernandez:

Guy Pegan, PE, Senior Engineer
City of Moreno Valley, Capital Projects Div.
(951) 413-3115 | guy@moval.org

Ying Kwan, PE, City Engineer
City of La Canada Flintridge
(818) 790-8882 | ykwan@lcf.ca.gov

Tom Melendrez, PE, City Engineer
I-70/Firestone Blvd Interchange
Phone Number | Email Address

Naim Abu-Laban is our proposed **Lead Construction Inspector** for this project. Naim is ideal for this assignment as he has previously served the City as a Deputy Inspector for the Heacock Bridge project and is extremely familiar with City of Moreno Valley construction standards and practices as well as clearly understanding the City's needs.

Not only does Naim bring previous experience with the City of Moreno Valley but he also brings experience as a lead inspector for the City of South Gate for its Atlantic Avenue street improvements project which contained many of same elements as the Nason Street improvement project. Those street improvements, on Atlantic Avenue in South Gate, included median landscape, lighting, irrigation and planting, controlling the daily activities for catch basins construction according to the design and special provisions, cold planning of pavement, grading median curb construction, driveways, sidewalks, wheel chair ramps, curb & gutter, and asphalt overlay as well as street widening, electrical and lighting such as interconnect, data lines, loops, signals and street lighting. Naim was responsible for preparing the monthly estimate and reviewed the submittals from the contractor and his subs.

Overall, Naim Abu-Laban has over 23 years of experience in construction engineering, inspection and administration. He served as Assistant Resident Engineer and Assistant Structure Representative for Caltrans and public works projects including highway and street improvements, HMA, LBC and PCC pavement, traffic control and handling, traffic lane closure and detour, surveying, structures and falsework review, hydraulics, and material sciences. Naim has completed SWPPP Practitioner and Developer training and is eligible to take the examination.

References for Naim Abu-Laban:

Danny Astorga, Construction Inspector
City of Moreno Valley, Capital Projects Division
(951) 486-1197 | danny@moval.org

Shaine Shahidi, PE, Resident Engineer
Caltrans District 8
(951) 232-7839 | Shaine.Shahidi@dot.ca.gov

Alex Daouk, PE, Supervisor
Caltrans District 8
(909) 841-2068 | Alex.Daouk@dot.ca.gov

Kevin Farahani is proposed as the part time **Office Engineer**. He also can serve as a backup to Naim should the need arise as he is also an accomplished construction inspector in his own rite.

Kevin has over 15 years of experience in construction inspection and office engineering. He has worked on highway and bridge construction projects with Caltrans, Metrolink, Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe (BNSF), and public works projects with various cities and counties throughout California. Kevin possesses excellent written and oral communication skills and has a wide-range of experience in all aspects of highway construction, including, safety, storm water pollution prevention plans (SWPPP) issues, and environmental requirements. In addition, he is familiar with all facets of office engineering work including estimates, reports, contract change orders (CCOs), and quality control and assurance (QC/QA).

Kevin is also experience in street widening and rehabilitation, utility relocations, project interface with stakeholders, excavation, backfill, curb and gutter, box culvert, storm drain system, re-grading, PCC and AC/HMA pavement, sidewalks and bikeways, median work, street lighting, landscaping and irrigation, traffic signals and interconnection, signage, and pavement delineation. Duties included but not limited to value engineering, constructability review,

bidability review, partnering, submittal review, coordination and progress meetings, safety meetings, utility relocation and coordination, public outreach/community meetings, inspection, daily reports, extra work monitoring, SWPPP, environmental mitigation measures, construction staking, materials testing, labor compliance and EEO, payroll, monthly progress meetings and pay estimates, construction staging, lane closures, traffic handling and detours, claims negotiations, as-built drawing verification, and project close-out.

Kevin served as an Office Engineer and Inspector on the I-5/La Paz Interchange Modification project for the City of Laguna Hills. Since Kevin can function as office engineer and construction inspector, we proposed Kevin to be the part-time office engineer and backup inspector. This will minimize the number of CM staff involved on the project.

References for Kevin Farahani:

Kenneth Rosenfield, PE, Dir. of Public Services
La Paz Widening Project
(949) 707-2655 | dannya@moval.org

Steve Kinaly, PE, Transportation Engineer
Caltrans District 12
(949) 279-8800 | Steve.Kinaly@dot.ca.gov

Adrian Wu, PE, Resident Engineer
Caltrans District 12
(949) 279-8688 | Adrian.Wu@dot.ca.gov

Ashok Athalye, PE, President, will serve as Principal-In-Charge. With over 30 years of direct project management, design and construction engineering experience, Mr. Athalye will ensure the City of Moreno Valley's needs and contractual requirements are met, personnel have the resources required for the project, as well as provide Quality Assurance and Quality Control, supervision and monitoring of the Project Manager.

Reserve Pool of Available and Flexible Resources

Our Reserve Pool will act as backup staff and will provide support on an as-needed basis. In addition to the team members identified above, Athalye utilizes the concept of a "reserve pool" of individuals who are pre-identified as meeting the project requirements and can be made available if needed. In this way we make sure that the City always has the required staff, no matter how circumstances may change. Reserve pool staff is typically available as additions to the primary team members should the work require more staff than anticipated.

Through our experience, Athalye has an in-depth understanding and efficient usage of resources on major construction projects. We know that flexibility and quick response times in staffing are critical. Athalye has the reserve resources that can be mobilized at a moment's notice to supplement the proposed team. That way, the City of Moreno Valley is assured the same capabilities of a large firm with the flexibility, responsiveness, and efficiency of a local small business. A reserve pool has been identified and will be utilized only if required in an emergency when the primary team is faced with an unforeseen personal emergency. This team of technical and construction experts will be able to handle any unforeseeable complex issues. The reserve pool consists of the following personnel:

- **Kevin Farahani, Inspector/Office Engineer:** We propose Kevin for a dual role as Office Engineer and Inspector based on his previous experience.
- **Anirudh Vemula, PE, QSP/QSD, and Office Engineer/Inspector:** Anirudh has 3 years of experience that includes city and public works construction.
- **Jennifer Chan, PE, Office Engineer/ Inspector:** Jennifer has 5 years of experience in the design and construction management of highways, local streets and roads, bridges, retaining walls, etc.
- **Javier Barrientos, Utility Coordinator:** Javier has over 24 years of exclusive construction experience in the public works infrastructure projects in California. He is proficient in the areas of utility coordination, contract administration, schedule control, cost control, design and constructability reviews, quality control and quality assurance, construction inspection, contract change order processing, and construction office management. Javier has specialized expertise in progress payment requests, subcontractor payments, CPM schedule review and maintenance, and work in Primavera/Expedition platforms.

Additional information on the qualifications and experience of our Reserve Pool staff is included on their resumes in the Appendix. Project Experience is included at the end of this section.

The Organization Chart presented in Section B - Approach and Management Plan depicts the relationships among the project personnel and the reserve pool.

The core concept behind the staffing plan of the Athalye Team is centered on providing qualified and well-trained staff to serve multiple construction management and inspection roles throughout the duration of the project, allowing us to minimize the size of the field staff and provide cost-effective services with flexibility and without having to dilute our field management across multiple projects.

ATHALYE Key Project Personnel - Construction Management Services										
Name/Role Qualifications	Years of Experience	Education	Roadway Widening	Structures & Bridges	Public Works	Underground Utilities	Survey/ Materials Testing	Contract Admin	Federal Aid/Funds	Relevant Project Experience
Raul Fernandez, PE, AVS Project Manager/Support Qualifications: Extensive FHWA, Caltrans, Local Agency Construction & Design	32	MS	●	●	●	●	●	●	●	<ul style="list-style-type: none"> Heacock St. Bridge Replacement, Moreno Valley I-10/Citrus Ave & I-10/Cherry Ave Interchange Reconstruction, Fontana Jessen Drive Bridge Replacement, La Canada Flintridge I-710/Firestone Boulevard Interchange, South Gate
Naim Abu-Laban, EIT, QSP/QSD Construction Inspector Qualifications: 21 Years of Construction, Safety & SWPPP Training	21	BS	●	●	●	●	●	●	●	<ul style="list-style-type: none"> Heacock Street Bridge Replacement, Moreno Valley I-10/Cherry Avenue Interchange Reconstruction, Fontana Caltrans District 8 (Roadway) & 59 (Structures Construction) Structures Representative, Caltrans District 59
Kevin Farahani Office Engineer Qualifications: Drainage Facilities, Roadway Widening, Utility Relocations, Traffic Signals, SWPPP & Safety Training	15	GE	●	●	●	●	●	●	●	<ul style="list-style-type: none"> La Paz Road Widening, Laguna Hills 7th Standard Road Widening, Highway & Bridge Construction, Bakersfield I-10 Etiwanda Ave/I-15 Victorville Grade Sep., Caltrans District 8, Riverside Route 10 Separation of Grand Avenue & Undercrossing Caltrans District 7 (07A2072), Los Angeles
Ashok Athalye, PE Principal-In-Charge Qualifications: Construction for Roadways & Bridges for Caltrans, City & Public Works	30	MS	●	●	●	●	●	●	●	<ul style="list-style-type: none"> Heacock Street Bridge Replacement, Moreno Valley La Paz Road Widening, Laguna Hills 7th Standard Rd Widening, Bakersfield OCTA SR-57 NB Widening, Orange County I-10 Westbound Widening, SANBAG, Yucaipa
ATHALYE Reserve Pool										
Anirudh Vemula, PE, LEEP AP, QSD/QSP Office Engineer/Inspector Qualifications: Caltrans, SANBAG, OCTA, Design & Field, SWPPP Developer	5	BS	●	●	●	●	●	●	●	<ul style="list-style-type: none"> I-15 Pavement Replacement, Caltrans District 8 On-Call (08A2147), Barstow OCTA 5 Grade Sep's, Placentia, Fullerton, and Anaheim La Paz Road Widening, Laguna Hills, CA South Wilmington Grade Separation Project, Los Angeles Laurel Street Grade Separation, Colton
Jennifer Chan, PE Office Engineer Qualifications: Caltrans, AASHTO, Highway & Street Design, Utility Coordination, CCO/Claims Analysis & Dispute Resolution, Traffic Control, Roadway, Office Engineering	8	MS	●	●	●	●	●	●	●	<ul style="list-style-type: none"> Ave 52/Grapefruit Blvd RR Separation Impvt, Coachella I-15 Cajon Pass Rehab Design-Build, San Bernardino Ranchero Road/BNSF Grade Separation Improvements Project, Hesperia State Route 22 HOV Lanes Design-Build, OCTA, Caltrans District 12, Garden Grove
Javier Barrientos Utility Coordinator Qualifications: Public Works, SWPPP & OSHA Certified	24	BS								<ul style="list-style-type: none"> Heacock Street Bridge Replacement, City of Moreno Valley La Paz Road Widening, Laguna Hills SR-57 Northbound Widening, Fullerton & Placentia Duncan Cyn Rd/I-15 Interchange Improvements, Fontana

C. Qualifications and Experience



Project Experience

Heacock Street Bridge Replacement | Moreno Valley, CA

Athalye provided deputy construction inspection services for the construction of a new four cell box culvert over the Perris Valley Storm Drain Channel and March Air Reserve Base Storm Channel. Since the Heacock Street bridge needed to be demolished and served as a minor arterial highway for both residents and business of Moreno Valley, traffic control and detour plans were a major aspect of this project.

- Our deputy inspector improved the placement of traffic control devices by attending weekly traffic control meetings with the contractor, designer, and city traffic engineer. In addition, the inspector checked the traffic control devices before and after each work shift to confirm that advance warning signs, changeable message signs, and detour signs were all in-place and operational.
- The deputy inspector coordinated with the contractor and utility companies to ensure safe relocation of Verizon phone conduit and fiber optics, Eastern Municipal Water District (EMWD) water lines, sewer lines, water valves, and manholes, Southern California Edison (SCE) and Moreno Valley Utilities (MVU) electrical power lines, and Southern California Gas (SCG) gas lines.
- The inspector followed Riverside County Flood Control and Water Conservation District (RCFC&WCD) standards to ensure that installation was per standard and overtopping would never occur again.

- The deputy inspector confirmed that the Heacock Street Bridge surpassed minimum AASHTO, FHWA, and Caltrans highway standards to ensure structural rigidity.
- Additional improvement to the area included retaining walls, junction structures, channel reconstruction, channel riprap and rock protection, roadway excavation and earthwork, asphaltic concrete paving, concrete barrier railing, curb and gutter, metal beam guard rail, roadway striping, roadside signs, and miscellaneous civil works.

Owner/Contact: City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552-8085	Point of Contact: Guy Pegan, PE Resident Engineer (951) 413-3115	Completion Date: 2013	Construction Cost: \$2 Million	Key Staff: Ashok Athalye, PE Raul Fernandez, PE Naim Abu-Laban
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La Paz Road Widening at I-5/Cabot Road | Laguna Hills, CA

As the prime consultants, Athalye provided construction management services, construction survey services, materials testing, and geotechnical services. This project includes the widening of La Paz Road under I-5 from approximately Cabot Road to Muirlands Boulevard. The ultimate goal of the project was to improve traffic circulation, operation, capacity, and safety along La Paz Road to the northbound and southbound I-5 on ramps.

- Since La Paz Road was considered a main arterial in Laguna Hills, the project was constructed in strategic phases to minimize traffic impacts to Mission Viejo High School, residents, and local businesses.
- The project required three retaining walls plus a tie-back wall under the I-5/La Paz Undercrossing, two new traffic signals, new median, earthwork and new landscaping, grinding existing pavement, striping, street lighting, drainage work, on-ramp detours, and lighting.
- On the administrative side, the project featured plant establishment, punchlist, SVPPP submittals, traffic contingency plan, and materials vendor statements.
- Athalye provided over 200 hours of service to ensure that all key stakeholders were well informed of the construction schedule. Athalye's Public Outreach Coordinator assisted the city in outreach efforts by constructing flyers and maintaining personal contracts with key stakeholders.

Owner/Contact: City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653	Point of Contact: Kenneth H. Rosenfield, PE Director of Public Services (949) 707-2600	Completion Date: 2011	Construction Cost: \$4 Million	Key Staff: Ashok Athalye, PE Raul Fernandez, PE, AVS Kevin Farahani Anirudh Vemula, PE, QSD/QSP
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Avenue 52/Grapefruit Boulevard Grade Separation | Coachella, CA

The City of Coachella in cooperation with Coachella Valley Association of Government (CVAG) and Riverside County Transportation Commission (RCTC) has recently selected Athalye as prime consultants to provide construction management services, material testing, survey staking, and public outreach services for the Avenue 52 grade separation bridge over the Union Pacific Railroad (UPRR) tracks. The new structure will accommodate an ultimate six-lane corridor concept, the widening of Grapefruit Boulevard, along with the extension of Sunset Drive to reconnect to Avenue 52 with Grapefruit Boulevard. All of the work and resulting facilities will fully conform to the requirements set forth by the Federal Highways Administration (FHWA) and the State of California Department of Transportation (CALTRANS).

- The project includes a raised roadway, a three span structure, utility relocations, curb and gutter, sidewalks, four new traffic signals, intersection improvements, and the reconstruction of commercial driveways to maintain access to adjoining commercial properties.
- The project has been carefully staged to keep all local business, such as Coachella Valley Water District, Valero Gas Station, Valley Market and other local business and residences drive ways open during construction.
- The project is segregated into two distinct stage tailored to maintain local access at all times. One key issue of the project is the coordination and relocation of utilities. Athalye has proposed performing utilities relocations prior to the start of construction and has held coordination meetings with the contractor and utility companies to ensure everyone knows their scope of work.

Owner/Contact: City of Coachella	Point of Contact: Jonathan Hoy, PE City Engineer (760) 398-5744	Completion Date: 2015	Construction Cost: \$21 Million	Key Staff: Ashok Athalye, PE Andy Cheah, PE Nahro Saoud, PE Jennifer Chan, PE
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City of Moreno Valley Capital Projects Division
Professional Construction Management Consultant Services
Nason Street Improvements from Cactus Avenue to Fir Avenue
Project Number: 801 0001 70 77

Local, Caltrans and Federal Standards



KEY FACTORS:

- Traffic control and detour plans
- Protection and relocation of existing utilities
- Installation of catch basin and storm drain pipe
- Replacement and widening of Heacock St bridge for smooth reconnection with existing roadway
- Public outreach of residents, businesses, and industries.

Local, Caltrans and Federal Standards



KEY FACTORS:

- Administration of federally funded project
- Caltrans Bridge Standards
- Monitoring grading operations to avoid change orders
- SCE facilities relocation
- Oversight of pre-fabricated girder, fabrication and installation

Local, Caltrans and Federal Standards






KEY FACTORS:

- Coordination with over 15 utility companies for relocation
- Widening and construction of roadway reconnection signals
- Staged construction optimized to maintain access to key stakeholders
- Strategic public outreach to minimize traffic delays



C. Qualifications and Experience

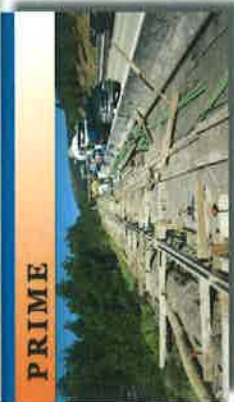
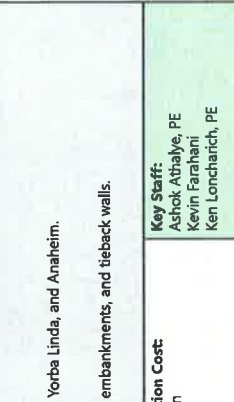
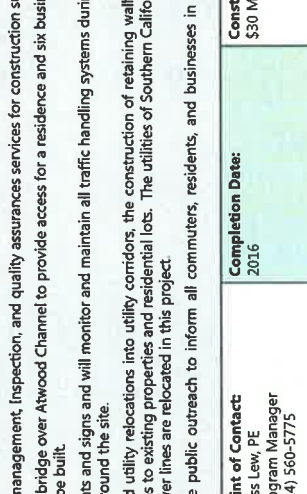


<p>I-10 Cherry Avenue & I-10 Citrus Avenue Interchange Fontana, CA</p> <p>SANBAG has selected Athalye as prime consultants to provide construction management services for the reconstruction of I-10/Cherry Ave. interchange and I-10/Citrus Ave. interchange. The project entails the realigning on and off-ramp, replacing the existing Cherry Ave overcrossing (OC), widening the Cherry Ave Railroad Overhead (OH), and widening Cherry Ave from 5 lanes to 7 lanes with sidewalk on both sides of the street from Slower Avenue (southern terminus) to Valley Blvd (northern terminus).</p> <p>The I-10/Citrus project will replace the existing four-lane Citrus Avenue Bridge over I-10 with a seven-lane 2-span cast-in-place prestressed concrete box girder bridge.</p> <ul style="list-style-type: none"> The purpose of the project is to improve safety and operational efficiency of the I-10/Cherry Avenue interchange. This interchange is a modified diamond geometric layout with loop on-ramp and the ramps are controlled by traffic signals. Other major work includes the construction of a new westbound loop on-ramp, construction earth retaining structures (MSE walls & cantilever concrete retaining walls), major drainage structures (Open Channel, Multi-cell RCB Culverts and utility relocation). The project includes widening the bridge over the Union Pacific railroad tracks from three lanes to six lanes and make improvements to the on-and-off ramps. Intersection improvements will be made at the Citrus and Valley intersection, as well as other local street improvements. Both project will substantially reduce delays and improve access to key logistics hubs and centers. 	<p>Owner/Contact: SANBAG</p> <p>Point of Contact: Mike Barnum Construction Manager (909) 884-8276 x153</p> <p>Completion Date: 2015</p> <p>Construction Cost: \$82 Million</p> <p>Key Staff: Ashok Athalye, PE Raul Fernandez, PE Naim Abu-Laban</p>	<p>**Local, Caltrans and Federal Standards**</p>  <p>KEY FACTORS:</p> <ul style="list-style-type: none"> Intersection improvements Improvements to local streets Widening of the existing 5-lane railroad overhead to 7-lane bridge Reconstruction of the on and off-ramps with one loop on-ramp. Staged Construction Reconstruct on and off-ramps Utilities relocations, new sidewalks, new curb & gutters
<p>Laurel Street Grade Separation Colton, CA</p> <p>Athalye provides construction management engineering service as a Prime Consultant on the Laurel Street Grade Separation Project for SANBAG in the City of Colton. The project involves the construction of a new BNSF railway bridge and replacement of six existing railroad tracks.</p> <ul style="list-style-type: none"> Athalye's role involves roadway, bridge, electrical and SWPPP construction inspection. This involves extensive coordination with BNSF to maintain safety and adherence to the construction schedule. The project includes local street improvements to maintain access to businesses, modifications to existing adjacent property lots, construction of retaining walls, utility relocations, drainage improvements, and landscaping. Coordinate with TCI property and Miller's Honey to provide new access roads Extensive public outreach, cost and schedule monitoring and tracking, claims support, and safety. Provide a furnished and equipped project field office for immediate support with no "stand-by" necessary. 	<p>Owner/Contact: SANBAG</p> <p>Point of Contact: Mike Barnum Construction Manager (909) 884-8276 x153</p> <p>Completion Date: 2017</p> <p>Construction Cost: \$23 Million</p> <p>Key Staff: Ashok Athalye, PE Raul Fernandez, PE Naim Abu-Laban Anirudh Vemula, PE, QSD/QSP</p>	<p>**Local, Caltrans and Federal Standards**</p>  <p>KEY FACTORS:</p> <ul style="list-style-type: none"> Coordination with key stakeholders to construct new access roads and cul-de-sacs Utility relocations Drainage improvements Local street improvements Depression of Laurel St Advance traffic control devices to warn local schools of construction and safety
<p>I-10 Westbound Widening Redlands & Yucaipa, CA</p> <p>Athalye is Prime Consultant for the construction management, inspection, material testing, and construction staking for the I-10 Westbound Widening Project in Yucaipa and Redlands. The project will add a 4th mixed-flow lane on the I-10 from Live Oak Canyon Road to Ford Street. Oversight is provided by Caltrans District 8.</p> <ul style="list-style-type: none"> This major project features include pavement widening, retaining wall construction, local street improvements, grading, drainage modifications, signing and striping and traffic handling. The addition of a general purpose lane to the westbound section of I-10 between Live Oak Canyon Road and Ford Street in Redlands will help relieve traffic congestion on this heavily traveled stretch of freeway, which typically experiences slow-downs on weekday mornings. To add this lane and ensure proper motorist sight distances, an extensive cut-back of the hillside north of the freeway is required between Yucaipa Boulevard and Wabash Avenue. This project is in plant establishment and is approximately 98% complete. An additional lane has been constructed on the west half of the project and has been opened to public traffic. The Project is completed on time, within budget, and without claims. 	<p>Owner/Contact: SANBAG</p> <p>Point of Contact: Mike Barnum Construction Manager (909) 884-8276 x153</p> <p>Completion Date: 2014</p> <p>Construction Cost: \$17 Million</p> <p>Key Staff: Ashok Athalye, PE Ken Loncharich, PE Reza Ghalambor, PE Mario Alarcon, PE</p>	<p>**Local, Caltrans and Federal Standards**</p>  <p>KEY FACTORS:</p> <ul style="list-style-type: none"> Identified required slab placement not identified in plans by adding bid item thereby reducing likelihood for change order. Anticipating CIDH installation challenges under wet conditions without impacting contractor production capacity Cost efficiency by balancing resources with project need Help relieve traffic congestion on this heavily traveled stretch of freeway



C. Qualifications and Experience



<p>Caltrans District 8 On-Call (Contract 08A2147) San Bernardino, CA</p> <p>Caltrans renewed Athalye's contract to provide on-call construction engineering and inspection services in San Bernardino County which is District 8's largest on-call contract. The project area included in this contract encompasses the San Bernardino County region of District 8 and includes projects on I-15, I-40, SR 138, SR 247, and others.</p> <ul style="list-style-type: none"> This workload requires the support of consultant teams that can offer rapid deployment of staff, inspectors with Caltrans experience in concrete and asphalt paving, and an understanding of construction safety. The projects cover a variety of work: pavement maintenance, widening projects, interchange improvements, a vehicle inspection station, and more. All these projects will involve HMA paving and working in tight corridors and in hot weather. They will require staff who can work independently and far from the field office and often at night. Since we have been engaged in this work under Contract 08A1855, we already have experienced, local staff readily available to cover this remote region of the District 8. <table border="1"> <tr> <td>Owner/Contract: CALTRANS</td> <td>Point of Contact: Alex Daouk Project Manager (909) 383-4795</td> <td>Completion Date: On-Going</td> <td>Construction Cost: \$10.6 Million* *Total cost as of 4/08/14</td> <td>Key Staff: Ashok Athalye, PE Anirudh Vemula, PE, QSD/QSP David Hissen, PE</td> </tr> </table>	Owner/Contract: CALTRANS	Point of Contact: Alex Daouk Project Manager (909) 383-4795	Completion Date: On-Going	Construction Cost: \$10.6 Million* *Total cost as of 4/08/14	Key Staff: Ashok Athalye, PE Anirudh Vemula, PE, QSD/QSP David Hissen, PE	<p>**Local, Caltrans and Federal Standards**</p> <p>PRIME</p> 	<p>KEY FACTORS:</p> <ul style="list-style-type: none"> Work with all major highways in San Bernardino County Region Widening projects, interchange improvements and pavement maintenance HMA Paving Inspection on large 100,000+ Ton Projects with Type C HMA Work in Remote Areas Key Staff with Proven Responsiveness
Owner/Contract: CALTRANS	Point of Contact: Alex Daouk Project Manager (909) 383-4795	Completion Date: On-Going	Construction Cost: \$10.6 Million* *Total cost as of 4/08/14	Key Staff: Ashok Athalye, PE Anirudh Vemula, PE, QSD/QSP David Hissen, PE			
<p>SR-57 North Bound Widening Fullerton & Placentia, CA</p> <p>The Orange County Transportation Authority (OCTA) and Caltrans District 12 selected Athalye as prime consultant for the SR-57 Northbound Widening Project to address congestion occurring in the northbound direction. The project is a part of OCTA's Freeway Chokepoint Program, which was launched in 2001, to support cooperative efforts with Caltrans to identify chronic freeway bottlenecks and to eliminate them.</p> <ul style="list-style-type: none"> Athalye's role involves construction management support, roadway inspection, and bridge inspection The project spans from Orangethorpe Avenue to Yorba Linda Boulevard and encompasses Fullerton, Placentia, Brea, Yorba Linda, and Anaheim. The solution for the freeway bottleneck is an addition of a 5th mixed flow lane This project features seven bridge widenings, auxiliary lanes, sound walls, retaining walls, two mechanically stabilized embankments, and tieback walls. Extensive utility relocations, public outreach, and coordination with key stakeholders <table border="1"> <tr> <td>Owner/Contract: OCTA</td> <td>Point of Contact: Ross Lew, PE Program Manager (714) 560-5775</td> <td>Completion Date: 2014</td> <td>Construction Cost: \$54 Million</td> <td>Key Staff: Ashok Athalye, PE Kevin Farahani Ken Loncharich, PE</td> </tr> </table>	Owner/Contract: OCTA	Point of Contact: Ross Lew, PE Program Manager (714) 560-5775	Completion Date: 2014	Construction Cost: \$54 Million	Key Staff: Ashok Athalye, PE Kevin Farahani Ken Loncharich, PE	<p>**Local, Caltrans and Federal Standards**</p> <p>PRIME</p> 	<p>KEY FACTORS:</p> <ul style="list-style-type: none"> Freeway and Bridge Widening Retaining walls, (MSE, Tieback and Cantilever Concrete) Soundwalls with architectural treatment Lane closures, detour and traffic control maintenance Improve traffic flow and relieve traffic congestion Extensive coordination with Caltrans District 12, design consultant, CM Team and Contractor
Owner/Contract: OCTA	Point of Contact: Ross Lew, PE Program Manager (714) 560-5775	Completion Date: 2014	Construction Cost: \$54 Million	Key Staff: Ashok Athalye, PE Kevin Farahani Ken Loncharich, PE			
<p>Lakeview Avenue Grade Separation Lakeview & Placentia, CA</p> <p>The Orange County Transportation Authority (OCTA) selected Athalye as prime consultant for the Lakeview Avenue Grade Separation. The project involves a grade separation of Lakeview Avenue over Orangethorpe Avenue and BNSF railroad tracks by constructing a four lane overcrossing bridge.</p> <ul style="list-style-type: none"> Athalye's role involves construction management, inspection, and quality assurances services for construction surveying and materials testing. The project also includes a four lane bridge over Atwood Channel to provide access for a residence and six business properties east of Lakeview Avenue. A new connector road with a signalized intersection will also be built. Manage the installation of traffic lights and signs and will monitor and maintain all traffic handling systems during construction. Lakeview Avenue is closed during construction and Athalye manages traffic detours around the site. Oversee underground and overhead utility relocations into utility corridors, the construction of retaining walls, the construction of MSE walls, drainage improvements, local street improvements, and modifications to existing properties and residential lots. The utilities of Southern California Edison, Southern California Gas Company, cable and phone companies, plus the city water and sewer lines are relocated in this project. Coordinate with the city to provide public outreach to inform all commuters, residents, and businesses in advance and to disseminate trustworthy, accurate, and timely information about the project. <table border="1"> <tr> <td>Owner/Contract: OCTA 500 S. Main Street Orange, CA</td> <td>Point of Contact: Ross Lew, PE Program Manager (714) 560-5775</td> <td>Completion Date: 2016</td> <td>Construction Cost: \$30 Million</td> <td>Key Staff: Ashok Athalye, PE Raul Fernandez, PE Anirudh Vemula, PE, QSD/QSP Jose Ventocilla, PE Mario Alarcon, PE</td> </tr> </table>	Owner/Contract: OCTA 500 S. Main Street Orange, CA	Point of Contact: Ross Lew, PE Program Manager (714) 560-5775	Completion Date: 2016	Construction Cost: \$30 Million	Key Staff: Ashok Athalye, PE Raul Fernandez, PE Anirudh Vemula, PE, QSD/QSP Jose Ventocilla, PE Mario Alarcon, PE	<p>**Local, Caltrans and Federal Standards**</p> <p>PRIME</p> 	<p>KEY FACTORS:</p> <ul style="list-style-type: none"> Maintain access to residents and six businesses Build new road with traffic signal and signal interconnection Complete closure of Lakeview Ave which requires strategic traffic handling and control Underground and overhead utility relocation into utility corridors Local street improvements Coordination with utility companies to avoid delays Outreach to the public to mitigate delays and inform motorists
Owner/Contract: OCTA 500 S. Main Street Orange, CA	Point of Contact: Ross Lew, PE Program Manager (714) 560-5775	Completion Date: 2016	Construction Cost: \$30 Million	Key Staff: Ashok Athalye, PE Raul Fernandez, PE Anirudh Vemula, PE, QSD/QSP Jose Ventocilla, PE Mario Alarcon, PE			

C. Qualifications and Experience



ID	PROJECT NAME	PHOTO	REFERENCE	COST	ROLE	STATUS	KEY PROJECT ELEMENTS							
							Street Improvement/Widening	Utilities Relocation	Traffic Control & Handling	Public Outreach	Traffic Signal/Interconnection	Right of Way	Safety & SWPPP Enforcement	Local/Federal Specifications & Procedures
1	Heacock Street Bridge Replacement City of Moreno Valley Moreno Valley, CA		Guy Pegan, PE Resident Engineer (951) 413-3115	\$2 Million	PRIME Construction Inspection & Labor Compliance/Prevailing Wage Review Services	2013	A	A	A	A	A	A	A	A
2	La Paz Road Widening City of Laguna Hills Laguna Hills, CA		Kenneth Rosenfield, PE Director of Public Services (949) 707-2655 krosenfield@ci.laguna-hills.ca.us	\$4 Million	PRIME Construction Engineering Services	2011	A	A	A	A	A	A	A	A
3	Avenue 52/Grapefruit Boulevard Grade Separation City of Coachella Coachella, CA		Jonathan Hoy, PE City Engineer (760) 338-5744 jhoy@coachella.org	\$21 Million	PRIME Construction Engineering, Inspection, Materials Testing & Survey Services	On-Going 2016	A	A	A	A	A	A	A	A
4	I-10 Cherry Ave. & I-10 Citrus Ave. Interchange SANBAG/FALCON Contract C11123 Fontana, CA		Mike Barnum Construction Manager (909) 884-8276 x153 mbarnum@sanbag.ca.gov	\$82 Million	SUB Construction Engineering and Inspection	On-Going 2014	A	A	A	A	A	A	A	A
5	Laurel Street Grade Separation SANBAG Contract C13012 Colton, CA		Mike Barnum Construction Manager (909) 884-8276 x153 mbarnum@sanbag.ca.gov	\$23 Million	PRIME Construction Management, Engineering, Inspection & CPNI Scheduling Services	On-Going 2017	A	A	A	A	A	A	A	A
6	I-10 Westbound Widening SANBAG Contract C10019 Redlands & Yucaipa, CA		Mike Barnum Construction Manager (909) 884-8276 x153 mbarnum@sanbag.ca.gov	\$17 Million	PRIME Construction Management, Inspection & Testing Services	On-Going 2014	A	A	A	A	A	A	A	A
7	On-Call Contract Caltrans District 8 Contract 08A2147 San Bernardino, CA		Alex Daouk Project Manager (909) 383-4795 alex.daouk@dot.ca.gov	\$13 Million	PRIME Construction Engineering & Inspection Services	On-Going 2014	A	A	A	A	A	A	A	A
8	SR-57 Northbound Widening OCTA Contract C-9-0592 Fullerton & Placentia, CA		Ross Law, PE OCTA Program Manager (714) 560-5775 rlaw@octa.net	\$54 Million	PRIME Construction Management Services	On-Going 2014	A	A	A	A	A	A	A	A
9	Lakeview Avenue Grade Separation OCTA Contract C-2-1656 Anaheim & Placentia, CA		Ross Law, PE OCTA Program Manager (714) 560-5775 rlaw@octa.net	\$30 Million	PRIME Construction Management & Inspection Services	On-Going 2017	A	A	A	A	A	A	A	A
10	7th Standard Road from Coffee Road to Saco Road Kern County Bakersfield, CA		Bob Neath, P.E. Engineering Manager (661) 862-8859 bobn@co.kern.ca.us	\$13 Million	PRIME Construction Engineering & Inspection Services	2011	A	A	A	A	A	A	A	A





STAFFING PLAN

SECTION D

Our understanding of the work is that the roadway work is divided up into three (3) different Base Bid Schedules. Base Bid Schedule A consists of mainly street improvements that include widening, street repair and rehabilitation, median work, curb & gutter, sidewalk, bikeway, street lighting, traffic signals and interconnect, drainage system, stripping, pavement markings and intersection modifications on Nason from Cactus to Alessandro. Base Bid Schedule B is the street improvements on Nason from Alessandro to Fir, which is similar to the Schedule A work. Base Bid Schedule C is the work of relocating the dry utilities underground in the street along the entire section. In addition, there are five (5) alternate bid schedules that the contractors will bid on. Alternate Bid Schedule #1 is the work around for EMWD. Alternate Bid Schedule #2 is the traffic signal interconnects on Nason from Cactus to Alessandro. Alternate Bid Schedule #3 is the traffic signal interconnects from Alessandro to Fir. Alternate Bid Schedule #4 is the placing of Decomposed Granite in the median. Alternate Bid Schedule #5 is the median landscaping for the whole section on Nason between Cactus and Fir.

The RFP requests the services of a full time lead construction inspector, to supplement the City inspectors, and also the services of a part time Office Engineer. Our approach to staffing this project for the City of Moreno Valley is to identify two key staff with the required qualifications to supply the City with the required services, as well as to identify two backups should either of the first two be temporarily unavailable for any length of time. We have identified the **Lead Inspector, Naim Abu-Laban**, EIT, part-time **Office Engineer, Kevin Farahani**, and backup staff or a "reserve pool" of staff that can be made available if the need arises.

We have provided brief qualifications for the proposed personnel in Section C – Qualifications and Experience and full resumes are included in the Appendix.

Flexibility and Responsiveness

Two characteristics of our team and key staff that contribute to our success are flexibility and responsiveness. We are well accustomed to responding to the changing needs of construction projects and have earned a reputation for keeping pace. We understand that client field staff are always responding to fluctuating workloads and other issues and therefore have changing needs that need to be addressed efficiently. Our clients have relied on Athalye for many years for rapid mobilization of construction field staff, many times in as little as one day. Our planning and management ensure that we are always ready to respond quickly to requests from the field, and we are ready to serve as needed when needed. Our proposed staff has both the depth of experience necessary to ensure a successful project as well as the breadth necessary to pro-actively resolve issues before they become problems.

Proposed Project Staff

Raul Fernandez, PE, AVS, is a highly experienced and skilled Project Manager who **brings a wealth of capabilities** to the City's Nason Street Improvements project, not only for the tasks described in the RFP, but also for additional services the City may need beyond the Lead Inspector and part-time Office Engineer roles described in the RFP.

Naim Abu-Laban is our proposed Lead Inspector, with over 23 years of experience in construction engineering, inspection and administration. He served as Assistant Resident Engineer and Assistant Structure Representative for Caltrans and public works projects including highway and street improvements.

Kevin Farahani is proposed as the part time Office Engineer with over 15 years of experience in construction inspection and office engineering. He has worked on highway and bridge construction projects with Caltrans, Metrolink, Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe (BNSF), and public works projects with various cities and counties throughout California. Kevin possesses excellent written and oral communication skills and has a wide-range of experience in all aspects of highway construction, including, safety, storm water pollution prevention plans (SWPPP) issues, and environmental requirements. In addition, he is familiar with all facets of office engineering work including estimates, reports, contract change orders (CCOs), quality control and assurance (QC/QA), and claims.

Reserve Pool

In addition to the team members identified above, Athalye utilizes the concept of a “reserve pool” of individuals who are pre-identified as meeting the project requirements and can be made available if needed. In this way we make sure that the City always has the required staff, no matter how circumstances may change. Reserve pool staff are typically available as additions to the primary team members should the work require more staff than anticipated. If one or more of our staff should become unavailable, we may substitute other staff of at least equal competence with prior written approval of the City.

Workload

Athalye has taken special care to select staff who are not only experienced on similar projects, but also are well-versed in working with cities and public agencies, and have the availability to be committed to the project for the duration. Our proposed team members are all dedicated to accomplishing the work and completing a successful project. All of our proposed team members are currently available and/or working on part-time assignments that are concluding within the next few months. We do not currently foresee anticipated workload that would interfere with successfully providing the requested services to the City. **Each of our proposed staff are committed to the Nason Street project 100%.**

NAME	PROPOSED ROLE	CURRENT WORKLOAD	AVAILABILITY TO CITY
Raul Fernandez, PE, AVS	Project Manager/Support	Various	100%
Naim Abu-Laban	Lead Inspector	Various	100%
Kevin Farahani	Lead OE/Back-up Inspector	Various	100%
Anirudh Vemula, PE	Reserve OE/Inspector	Various	100% As-Needed
Jennifer Chan, PE	Reserve OE/Inspector	Various	100% As-Needed
Javier Barrientos	Utility Coordinator	Various	100%/As-Needed

Hourly Billing Rate Schedule

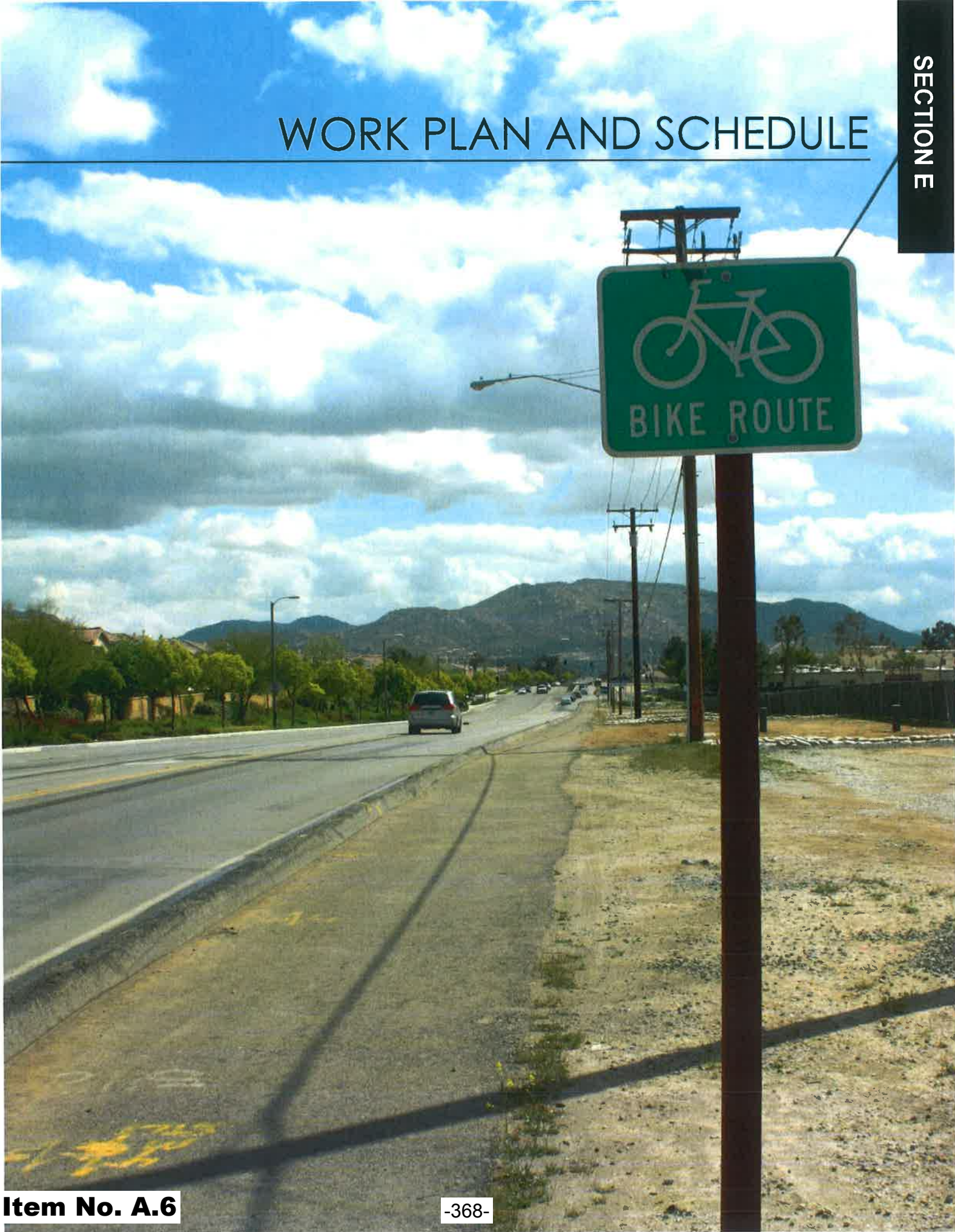
Hourly billing rates are for use in invoicing for progress payments and for extra work incurred that is not part of the RFP. All extra work will require prior approval from the City. All charges for consultant services shall be a Not to Exceed Fee including conservatively estimated reimbursable expenses.

Title	Hourly Rate
Project Manager	\$ 181.39
Inspector	\$ 135.48
Office Engineer	\$ 122.14
Utility Coordinator	\$ 155.23

Approach to Completing the Services within Budget and Schedule

Athalye has thoroughly reviewed the RFP and available project plans, base bids, and alternates. We fully understand the scope of the project, required tasks and deliverables, and hours allotted for the services. One way that we manage the budget and schedule is through the Project Manager’s Monthly Progress Report. This report includes the progress of the construction and our team’s services. Our progress report lists the work completed during the month, expected work for the next month, and a review of key project issues and recommended approach for managing them. The progress report also tracks our “burn rate” to ensure that Athalye is operating within our planned budget and schedule. Athalye can provide staff on short notice from other on-going construction management assignments in order to mitigate delays in our services and or reduce the costs associated with tasks. The flexibility that Athalye offers through multidiscipline staff and local resources enables us to minimize the project support costs. Athalye will only staff the project as needed by the City, and does not require that any staff remain full-time for the entire project duration. We will match the exact level of commitment approved by the City for effective construction management. Athalye can provide all of the services required for the City through our highly qualified, cost-effective team.

WORK PLAN AND SCHEDULE



Item No. A.6

E. Work Plan and Schedule



Tasks and Deliverables

Identified below are the tasks and deliverables for the scope of work as described in the RFP that are to be carried out by the Lead Inspector and Office Engineer.

Lead Inspector	Deliverable
<p>Constructability and Plans & Specifications Review - the first order of work is to provide constructability/plans and specifications review to assure they are accurate and complete, to identify and eliminate conflicts between the documents, and that the plans are buildable. The Inspector and Project Manager will perform this task.</p> <p>Pre-Construction Meeting Attendance - attend the pre-construction meeting as required by the City and prepare the meeting minutes.</p> <p>Familiarize with City Standard Plans - Athalye has worked with the City's Public Works on a similar project in the recent past and is familiar with the City's standards. We will review as required.</p> <p>Communications - keen to keeping the project on time and schedule, communication is of the utmost importance. Athalye will communicate with City staff, consultants, contractor, and all stakeholders.</p> <p>Contract Documents Compliance - review of geotechnical and soils reports, and survey data for proper implementation of construction work. Priority is to assure Contractor constructs project in compliance with the Contract Documents.</p> <p>Extra Work - monitor and document Contractor's equipment, personnel, and description of extra work.</p> <p>Project Oversight - Inspector on-site to oversee Contractor and subcontractors daily. Detailed daily inspection reports indicating labor, materials, and equipment used supported by pictures. Picture log of project progress and maintenance of traffic control as warranted to be kept. Daily reports submitted to City weekly with Status Report.</p> <p>Construction Meetings - assist/conduct weekly progress and other meetings as required.</p> <p>Diaries, Logs & Pictures - Inspector will perform daily inspection, take construction progress photos, document activities, maintain logs and communications, and prepare Daily Inspection Report</p> <p>Surveys - proactive coordination with the Contractor and Materials Tester for timely scheduling of materials testing requests.</p> <p>QA Inspections - comprehensive construction inspection including inspection of utility installation; street improvement including excavation, grading, street widening, AC paving, rehab work, city lights/signal improvements, storm drain/sewer system improvement, median work, sidewalk, bike-way, curb & gutter, water system improvements, and associated work in accordance with Caltrans Standards, the "Greenbook" and/or City Municipal Code. Inspector will perform daily QA inspection to assure that all work is in compliance with contract requirements, take photographs of construction progress, prepare communication logs, and prepare daily diary.</p> <p>Safety - is the #1 priority of the Inspector who will monitor Contractor's activities to assure no unsafe conditions for workers, inspectors, or the general public. Review on-going traffic handling and control plans submitted by Contractor.</p> <p>Quantities Tracking - Inspector will observe and monitor work being performed, equipment, and labor force working on each bid item and quantify and document completed work.</p> <p>Invoices - Inspector/Office Engineer will review monthly progress pay invoices submitted by Contractor. Contractors will be marked and invoices returned to City PM for approval.</p> <p>Punch List - prior to maintenance sign-off, Inspector will prepare Punch List of all outstanding items of work, extra work, and related work and will walk project with Contractor to identify any deficiencies. Copy of Punch List provided to Contractor.</p> <p>As-Built Plans - Inspector will review Contractor's as-built plans monthly to assure all complete work is depicted. A copy of as-built plans will be maintained by Athalye team.</p> <p>Other Duties - Athalye will document work requests by City related to the project and will perform all duties assigned by City PM. Athalye will provide Assignment Report Memoranda at completion of work.</p>	<p>Meeting agendas and minutes</p> <p>Meeting agendas and minutes</p> <p>No deliverable</p> <p>Concise verbal communication and written correspondence, prepared distributed, and documented</p> <p>No deliverable</p> <p>No deliverable</p> <p>Concise verbal communication and written correspondence, prepared distributed, and documented</p> <p>No deliverable</p> <p>Concise verbal communication and written correspondence, prepared distributed, and documented</p> <p>Daily report</p> <p>Tentative agreement and extra work report</p> <p>Daily inspection reports, picture log, weekly project progress Status Reports</p> <p>Meeting agenda and minutes</p> <p>Daily inspection report, logs, photos</p> <p>Written notification provided to City's Materials testing consultant</p> <p>Daily QA inspection, contract compliance, progress photos, logs, and Daily Diary report</p> <p>Safety inspection monitoring report</p> <p>Daily report</p> <p>Monthly progress pay invoices to City PM for approval</p> <p>Punch List</p> <p>As-built plans</p> <p>Assignment Report Memoranda</p>

Lead Office Engineer	Deliverable
<p>Meetings - OE will assist with scheduling with stakeholders, conducting meetings, and preparing agendas and minutes and distributing within 3 days</p> <p>Public Meetings - assist with scheduling, facilitating, and attending public meetings as required by City.</p> <p>Stakeholder Coordination - assist in coordination of project stakeholders as required by City.</p> <p>Communications - keen to keeping the project on time and schedule, communication is of the utmost importance. Athalye will communicate with City staff, consultants, contractor, and all stakeholders.</p> <p>Submittals - priority is to assure Contract submittals are processed in a timely manner. Assist in processing responses to submittals within time allocated per Contract requirements.</p> <p>RFIs - assist City in processing Contractor RFIs in a timely manner within time allocated per Contract requirements.</p> <p>CCOs - assist City in processing CCOs and provide comments to City in a timely manner. Coordinate and negotiate CCO scope and cost with Contractor and provide City PM recommendation.</p> <p>Notifications - assure that notifications are processed urgently and sent in advance to all stakeholders to eliminate conflicts. Prepare newsletters and flyers, hold public information meetings, and notify media such as local radio and TV of traffic closures and detours.</p> <p>Utility Relocation Scheduling - coordinate and schedule numerous underground utility relocations to assure a smooth transition with Contractor and utilities contractors. Athalye will recommend utility coordination meetings as often as necessary to maintain overall project schedule.</p> <p>Utility Services - coordinate and schedule utility services for irrigation and electrical controller cabinets to assure a smooth transition with Contractor and utilities contractors.</p> <p>Telephone Services - coordinate and schedule telephone service with City telecommunications engineer and/or Verizon as necessary.</p> <p>EMMD - coordinate and schedule waterworks with EMMD as required.</p> <p>SCG - coordinate and schedule utility relocation and adjustment to grade with SCG</p> <p>RCDC & WCD - coordinate and schedule as required.</p> <p>RTA - coordinate and schedule with RTA to assure bus service not interrupted and bus facilities are maintained and accessible.</p> <p>Valley View HS - coordinate and schedule with Valley View HS regarding access, lane closures, detours, etc. Assure access points are maintained and accessible at all times.</p> <p>Riverside Co. Regional Medical Center - coordinate and schedule with RCRMC regarding access, lane closures, detours, night and weekend work, etc. Assure access points are maintained and accessible at all times.</p> <p>Concerns & Inquiries - address business and property owners' concerns and inquiries. Prepare responses to the public and brief City staff as required.</p> <p>Records - maintain record copies in accordance with City format, or as directed by City PM. Records include, but are not limited to: Plans, specifications, and contract documents with all changes and modifications; permits; SWPPP; Quality Assurance Program; addenda(s); change order(s); shop drawings; product data, submittals, and samples; RFIs; material testing and certification reports; progress payments, inventories, and applicable codes; Contractor reports, photographs of as-built locations and depths; list of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies; correspondence; weekly statement of working days; Labor Compliance and EEO records; Contractor payrolls and invoices, and consultants' invoices.</p> <p>Weekly Statement of Working Days - prepare and send to Contractor weekly</p> <p>Project Closeout & Completed Project Delivery - coordinate closeout and obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Compile the project records and deliver final completed project in compliance with PSSE package and all applicable codes, standards and requirements, including the ADA-Act. Complete project closeout and present the City with all final project records.</p> <p>Other Services - other project related services and duties as required by City.</p>	<p>Meeting agendas and minutes</p> <p>Meeting agendas and minutes</p> <p>No deliverable</p> <p>Concise verbal communication and written correspondence, prepared distributed, and documented</p> <p>No deliverable</p> <p>No deliverable</p> <p>Comment to City and City recommendations to Contractor</p> <p>Newsletters, flyers, public information meetings, media announcements, and notifications</p> <p>Project progress and overall project schedule to utilities contractors showing all utility relocations</p> <p>Project progress and overall project schedule to utilities contractors showing all utility relocations</p> <p>No deliverable</p> <p>No deliverable</p> <p>No deliverable</p> <p>No deliverable</p> <p>No deliverable</p> <p>No deliverable</p> <p>No deliverable</p> <p>Public responses and briefs to City</p> <p>Hard copy and electronic records maintenance</p> <p>Weekly Statement of Working Days</p> <p>Documentation in a well-organized manner (binders, folders, CDs, etc.) in both electronic and hard copy format</p> <p>Assignment Report Memoranda</p>



Implementation Schedule

We are ready to provide necessary field staff for the duration of the construction shown as directed by City. We will also have time for pre- and post-construction activities such as our orientation training, pre-construction photos and documentation, filing system set-up, post-construction survey services, and demobilization. At this time, we have not developed our schedule to the level of detail to show these activities or a staffing ramp-up and down, however, we have provided a draft schedule in the appendix.

As indicated in the RFP and the contract bid documents, the contract time for Base Bid Schedules A, B and C is 250 working days of which 50 working days is allocated for the Schedule C, dry utility relocations, as Milestone 1. Schedule A and B work is primarily street improvements and its ancillary works. For Alternate Bids #1 through #5, contract time is 120 working days. The distribution of contract duration is as follows:

ALTERNATE	WORKING DAYS
Alternate Bid #1 - Work around EMWD	40
Alternate Bid #2 - Traffic Signal Interconnect (Cactus Ave to Alessandro Blvd)	10
Alternate Bid #3 - Traffic Signal Interconnect (Alessandro Blvd to Fir Ave)	20
Alternate Bid #4 - Median work; decomposed granite (Cactus Ave to Fir Ave)	20
Alternate Bid #5 - Median work; landscaping (Cactus Ave to Fir Ave)	30

We understand that our Primary Construction Inspector, Naim Abu-Laban, will be full-time and our Office Engineer, Kevin Farahani, will be on part-time basis with 8-12 budgeted hours per week or as required by the City Program Manager. From previous experience, we know that we need to wait until the construction contractor provides a CPM Schedule before we can refine our own staffing schedule. As a firm that has served Caltrans on an on-call basis for many years, we know that our job is to provide staffing flexibility.

Our Implementation Schedule is included in the appendix.

Approach to Completing the Project

Athalye has outlined our detailed approach and management plan for the project under Section B of this proposal. As previously discussed the cornerstone of our approach to managing the project for successful completion is the development of our Project Management Plan (PMP). The PMP is a comprehensive blueprint for all aspects of delivering our services, including our internal quality control. The PMP covers work elements including employee orientation, kick-off meeting, monthly progress report, document control, and schedule, to name a few. Whenever available, Athalye also employs Risk Management Planning for further control of the project.

In order to maintain quality control, and the budget and schedule on the project, Athalye emphasizes standard techniques with our construction staff that have proven to be successful on previous projects, such as partnering, CPM schedule monitoring, and coordination meetings. Another way that we manage the budget and schedule is through the Project Manager's Monthly Progress Report. This report includes the progress of the construction and our team's services. Our progress report lists the work completed during the month, expected work for the next month, and a review of key project issues and recommended approach for managing them. The progress report also tracks our "burn rate" to ensure that Athalye is operating within our planned budget and schedule.



QUALITY CONTROL & ASSURANCE

SECTION F

Introduction

Athalye approaches every new construction management assignment from a risk management perspective. Risk Management is an integral element of our Quality Assurance process. Whether or not our scope of work includes a constructability review or formal risk management plan, we implement a continuous process of identifying project risks and develop contingency plans to minimize the impacts of negative risks upon the project. In this way we can assure that the City of Moreno Valley receives the best possible project.

Approach

In studying the Nason Street Improvements project, we have already identified several issues for tracking. These issues are characterized as either "medium to high risk," implying high potential for schedule slippage, cost overruns or safety impacts, or "low to medium risk," meaning low potential for schedule slippage, cost overruns, or safety impacts. For low to medium risk items, the risk would be accepted. For medium to high risk items, a contingency plan would be developed to either mitigate or eliminate the negative risk. Our in-depth knowledge of a project and its key issues are a main feature of Athalye's service and demonstrates our "engineering leadership" in providing consulting services. We plan to review these issues with the City and will implement the City's decisions on how to best proceed in managing these issues.

Continuous monitoring of the contractor's performance is a key to quality control of our construction support services. Raul Fernandez, our proposed Project Manager, will remain in close contact with City Program Manager to oversee our staff performance. Our staff, in turn, will directly oversee the activities of the construction contractor. On all of our projects, client satisfaction is the key indication of quality services. As part of our project specific orientation, we review the chain-of-command for each assignment with our staff to make sure we open the lines of communication and have our staff start with a clear understanding of their level of authority on a project. Based on our experience, we know that staff with extensive construction experience often still rely upon this guidance to make sure that they start off in good standing with their agency counterparts.

Raul Fernandez has managed a broad variety of construction projects, including roadway projects similar to the Nason Street Improvements, and is well versed in all of the key project issues necessary for this project to succeed. Naim Abu-Laban, our proposed Lead Inspector, has previously provided services to the City as a Deputy Construction Inspector and possesses all the technical expertise necessary to provide detailed quality control of every aspect of assignment. We are very fortunate to have the level of commitment to the project to be able to provide the City with the level of experience available through Raul, Naim, and Kevin Farhani, our proposed Office Engineer. Together, they will ensure quality services from a seamless team for the City.

Plan and Specifications Review

As part of our Quality Control and Assurance process, the project team will do a preliminary plan check review. This review will cross check and verify that the project plans and specifications include all of the elements necessary to successfully complete the project. It will also specifically review for potential right of way encroachments, verify that stage construction is consistent with the traffic control plans, as well as verify that environmental mitigations (SWPPPs and BMPs) are sufficient, and that all required ADA compliance measures have been properly incorporated.

Our Constructability Review will continue the verification and cross-checking of the project plans. We will check the plans for completeness, missing items, clarity, and overall readability. We also cross-check the plans against the contract language in the specifications to ensure that all contract documentation is both accurate and consistent. Part of this process entails value engineering concepts to determine areas where the City can potentially save money and still meet the intent of the overall project.

The review process affords the best opportunity to minimize contract change orders by discovering problems in the Contract Documents. Our CM staff will review the plans and specifications from the perspective of the construction contractor to look for conflicts, discrepancies, "buildability" issues, cost saving alternatives, potential extra work expo-

tures, and accuracy of bid quantities. We will note where third parties (e.g. other agencies, utility companies., property owners) and stakeholders interface with the project, and we will present potential delay or cost issues and will be proactive in facilitating the resolution of potential problems. This will also include a site visit and verification that the project plans adequately represent known field conditions.

Claims Avoidance Review

Producing a clear, consistent, and unambiguous set of projects plans and specifications is just the start of the claims avoidance process. We have found that our Risk Management approach is a powerful tool to avoid claims. It requires constant monitoring of the project, continually identifying risks, and developing mitigation plans on an ongoing basis. We recommend the development of a Risk Management Plan and its regular updating as the project progresses.

Partnering is another valuable tool in claims avoidance. Partnering keeps lines of communication amongst all stakeholders open and provides a ready forum for early resolution of project issues. In addition, it allows us, as a project team, to proactively look ahead to identify potential conflicts or delays and attempt to avoid them. Keeping open communication with the contractor is of the utmost importance to avoid claims. Partnering helps make that possible. Weekly progress meetings, keeping the schedule reviews current, timely review and approval of submittals, as well as timely responses to RFIs, are ways we have found to keep those communication lines open, resolve issues early, and avoid claims.

We will also maintain an independent set of as-built plans for verification of the contractor's performance and as a cross-reference of the contractor's submittal of his as-built drawings. We recognize that as-built conditions are difficult to recall accurately at the close of a project, so we insist on updating as-builts as the project develops and regular monthly maintenance of those as-built plans.

Quality Assurance Program

The Quality Assurance program for this project will comply with all project requirements outlined in the Contract Documents. The basic methods used to assure that the finished project meets all contract requirements are described below.

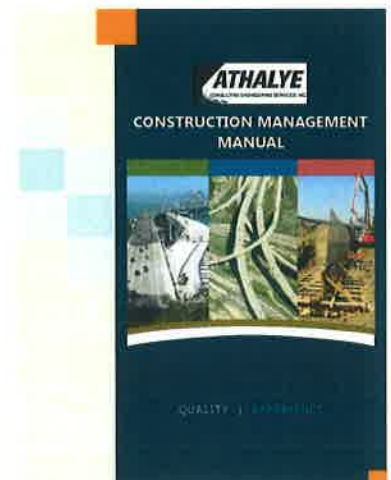
Construction Survey

Construction Staking will be performed per the City or Caltrans Surveys Manual and the City or Caltrans Survey Request form. We suggest a 48 hour response time as standard time on construction projects. Since the unclassified excavation on the project is a "final pay" bid item, this saves the expense of having to detail cross-sections of the grading work for establishment of pay quantities. A rough staking at 50 foot to 100 foot intervals will be adequate since the terrain is fairly flat. This requires that the contract documents give the contractor a fair picture of the volumes and locations of the excavations. Naim will coordinate all survey requests from the Contractor and schedule the City consultant surveyor within their time requirement of their contract.

Deliverables are construction staking notes/cut sheets from the City's surveyor consultant.

Geotechnical and Materials Testing

Materials Sampling and Testing, including initial tests and acceptance tests by certified personnel. Acceptance testing will be done at the recommended intervals by construction management staff. Some of the expected initial and acceptance testing are as follows:



- On-site earthwork compaction testing
- On-site concrete sampling and testing
- Batch Plant inspection, sampling, and testing as required
- Laboratory testing of aggregates, concrete, asphalt, and other materials
- Accurate and complete documentation and record keeping of all sampling and testing for the project

Naim will coordinate with the contractor on all materials testing requirements and schedule the City's geotechnical and materials testing consultant within the time requirement per the contract.

Deliverables are materials testing results from the materials tester.

Quality Construction Inspection and Office Engineering

On-Site Inspection and Documentation to ensure all work complies with contract requirements. We will provide a seasoned Inspector as required to monitor the construction activities and offer cost savings for night work inspection. As mentioned in the previous section of this proposal, Naim Abu-Laban will be the Lead Construction Inspector due to his relevant qualifications and experience in public works construction inspection that is similar to this project. Depending on the contractor's activities and the needs of the CM staff, we will manage the project with flexibility.

Our on-site staff will assist City staff to inspect the contractor's activities on a continual basis for conformity with the contract requirements. Our field staff will communicate with the appropriate City staff and document findings as required. We will review all contractor submittals and make recommendations to the City Program Manager for no exceptions taken, rejected, revise and resubmit, or exception taken – minor correction.

All inspections will be performed pursuant to the provisions of the Bid Documents, Permits and "Greenbook," and will use the Caltrans Local Assistance Procedures Manual and Caltrans Construction Manual as reference. Construction Management Inspectors are trained to monitor construction work activities and assure that the project is constructed in accordance with acceptable standards, and that it conforms to the Project Plans and Specifications.

Expectations of Inspection staff:

- Efficient communication among CM team members
- Accurate and complete Daily Reports by seasoned and meticulous inspectors
- Digital photographic documentation of all phases of work in progress
- Accurate measurement of work completed
- Project records and documentation

Certificates of Compliance:

- For certain materials and manufactured products as required by the Contract documents
- Complete compliance with this requirement will be communicated clearly to the contractor and strictly enforced





ADDITIONAL RELEVANT INFORMATION

SECTION G

Statements of Compliance

Athalye Consulting Engineering Services, Inc. (Athalye) hereby attests to the following statements as required by the RFP:

1. Athalye has incorporated in its entirety the Request for Proposal as part of this Proposal. Cover Letter, page 2.
2. The Request for Proposal and Athalye's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Athalye and the Mayor or City Manager of Moreno Valley. Cover Letter, page 2.

Section: ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

3. Athalye'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 Athalye's Proposal under this heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. Athalye has addressed exceptions to the provisions and conditions under this section heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL." Athalye takes no exceptions.
5. This proposal in its entirety constitutes the Athalye's statement of qualifications applicable to this project. It includes:
 - The names, qualifications and proposed duties of Athalye's staff to be assigned to this project are presented under Section C - Qualifications and Experience, pages 14 - 17; Section D - Staffing Plan, pages 22 - 23; and Resumes included in the Appendix of this Proposal; and
 - A listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact under Section C, pages 18 - 21 of this Proposal.
 - If one or more of the Athalye's staff should become unavailable, Athalye may substitute other staff of at least equal competence only after prior written approval by the City. Section D, page 23.
6. Athalye is not proposing any sub-consultant's for this work. This is not applicable.
7. A resource allocation matrix is submitted with the Proposal in the Appendix as required.
8. A copy of the Athalye's hourly rate schedule including a statement that hourly rate schedule is part of the Athalye's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP is included in Section D, page 23. Our Cost Proposal includes and acknowledges:
 - An itemized cost breakdown for the work described for each Base Bid and each of the five Alternate Bid Schedules is submitted in a separate sealed envelope as part of Athalye's Cost Proposal.
 - We acknowledge that all extra work will require prior approval from the City. Section D, page 23.
9. All charges for Consultant services is a "Not-to-Exceed Fee," which includes conservatively estimated reimbursable expenses, as submitted with and are made a part of Athalye's Cost Proposal. Section D, page 23.
10. Athalye 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. Section B, page 8.
11. Athalye 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. Section B, page 8.

12. Athalye is an Equal Opportunity Employer and does discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Section C, page 14.
13. Athalye will adhere to all federal laws and regulations 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. Section B, page 8.
14. Athalye 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. Athalye shall retain all relevant records for at least three years. Section B, page 8.
15. Athalye shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," "Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively. Complies with Statement 13 above and is incorporated in our statement included on page 8.
16. Athalye shall comply with the Copeland AntiKickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof. Complies with Statement 13 above and is incorporated in our statement included on page 8.
17. Athalye 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. Complies with Statement 13 above and is incorporated in our statement included on page 8.
18. Not Applicable. Athalye has no lobbying activities to report.
19. Not Applicable. No subconsultants

I, Ashok G. Athalye, am authorized to bind our firm to the terms of the proposal.

Athalye Consulting Engineering Services, Inc.



Ashok G. Athalye, PE
Principal-in-Charge

April 17, 2014

Date



Resumes

Ashok Athalye, PE Principal-In-Charge

Education:

BS, MS, Civil Engineering (Structures)

Registration:

PE, Civil Engineer, CA, #34301

Experience: 31 years

Relevant Features:

- 28 years comprehensive experience as PM, Quality Control Manager in design and construction projects with multiple agency coordination
- CALTRANS, OCTA, UPRR, other railroad and local agencies
- Extensive bridge and seismic design experience

Mr. Athalye has more than 31 years of direct project management, bridge design and construction engineering experience, including 8 years as a bridge engineer with Caltrans. As the President of Athalye Consulting Engineering Services, Inc. (ACES), he has developed the firm from a single person to a provider of full services engineering design, management, and construction services that is now recognized statewide as an outstanding provider of engineering services. For the last 21 years, Ashok has served as the Principal-In-Charge, Project Principal, and QA/QC Manager for all projects undertaken by ACES. He has been involved with California agency projects, including for the City of Moreno Valley. These experiences have demonstrated his ability to manage a variety of multi-disciplinary projects as a "hands on" Principal and Project Manager.

In April 3, 2008 he was recognized as an "Outstanding Protégé" in a Statewide Caltrans Calmentor event by Transportation Secretary Dale Bonner and Director Will Kempton.

Select Project Experience

Heacock Street Bridge Replacement, City of Moreno Valley, CA

Principal in Charge of the overall management, resource, and staff commitment to the project. Monitored the construction of the project which included bridge removal, reinforced concrete box culvert installation, new storm drain system, utility relocation, channel improvements, and related work. Committed his time to verify that all aspects of the project were running smoothly and on schedule. Checked with the project manager and deputy inspector to ensure quality assurance and quality control.

La Paz Road Widening, City of Laguna Hills, CA

Principal in Charge for the overall management of the project and provided thorough constructability review. At no charge, Ashok dedicated an office so that staff had a location to work from and provide the best possible support to the City of Laguna Hills. The project involved the roadway widening of La Paz Road from Muirlands Boulevard to Cabot Road. The project provided a dedicated right turn lane into the northbound loop on-ramp to I-5 and widened the southbound off-ramp. The work included three retaining walls, a tie-back wall under I-5, drainage system modifications, HMA paving, earthwork, landscaping, irrigation, traffic signal and fiber optic modifications, signage, and striping. Ashok met with the senior construction manager to review and monitor the progress and schedule of the project to ensure that the city's needs were met.

7th Standard Road Improvements, Bakersfield, CA

Project Principal for the widening of the 7th Standard Road Overcrossing over SR-99 and new grade separation over the UPRR and BNSF tracks. Supervised, reviewed, and monitored the duties of the project manager and ensured the client's needs were adequately met with all contractual requirements. The project consisted of county roadway construction, drainage improvements, new intersection traffic signals, and roadway/highway lighting. Ashok verified that the proper training, safety, and resources were provided for all personnel involved in the project.

OCTA Lakeview Avenue Grade Separation, Lakeview & Placentia, CA

Project Principal ensuring that the project runs according to schedule and to the client's expectations. Provides support for five key issues of the project, such as 15+ different agencies' utility relocations, drainage and flooding, railroad coordination, and public support and outreach for the two major cities.

I-10 Westbound Widening, SANBAG, Yucaipa, CA

Project Principal allocating the proper management and staff to help with the construction of the proposed lanes to the westbound section of I-10 between Live Oak Canyon Road in Yucaipa and Ford Street in Redlands. Project features include pavement widening, retaining wall construction, local street improvements, grading, drainage modifications, signing and striping, and traffic handling.

Raul Fernandez, PE, AVS Project Manager

Education:

BS, MS, Civil Engineering

Registration & Certification:

PE, Civil Engineer, CA, #39205
Associate Value Specialist (AVS), SAVE

Experience: 30+ years

Relevant Features:

- Extensive FHWA/Caltrans Highway and Railroad Safety Programs
- Managed HBP (formerly (HBRRP) and extensive CT LAPM experience
- Extensive project and construction management expertise
- Seasoned bridge engineer and structures construction engineer
- Extensive design and construction expertise
- Structure Representative for direct connectors, viaducts, interchanges, railroad grade separations, bridge river crossings, and bridge widening

Mr. Fernandez has over 30 years of highway/bridge construction and design experience on large-scale transportation projects. His broad based experience includes heavy construction applications with demonstrated expertise in pre-construction, inspection, contract administration, change orders, shop drawing review and approval, and claims review and negotiation. He has extensive knowledge of construction within Caltrans freeway and railroad right-of-way.

Raul's special expertise is in structural steel plate girder, structural rolled beam, precast prestressed girders, cast-in-place post-tensioned and conventional reinforced concrete box girder bridges, bridge retrofits, bridge widening, rehabilitation and strengthening of steel girder bridge structures, cut-and-cover tunnels, retaining walls, MSE walls, tieback walls, sound walls, and overhead sign structures. He is intimately familiar with FHWA, Caltrans state and local highway programs, policies and procedures, and all phases of highway project development from planning/programming, environmental and preliminary design through final design, preparation of Plans, Specifications and Estimates (PS&E), contract bid documents and construction.

Select Project Experience

Heacock Street Bridge Replacement, City of Moreno Valley, CA

Project Manager for the Heacock Street Bridge Replacement and roadway improvement that included bridge removal, reinforced concrete box culvert (RCB), storm drain system, utility relocations, channel improvements/channel flood walls, concrete channel invert, transition channel walls, rock riprap, roadway railing, AC pavement, curb and gutter, pavement markers and stripping, and

landscaping. Coordinated and monitored survey and materials testing requested by Contractor with City specialty consultants. Reviewed monthly construction item quantities payments and labor compliance employee interviews. Coordinated with the City Resident Engineer and Lead City Inspector about contractual requirements.

I-10/Citrus Avenue Interchange Reconstruction, Fontana, CA

Structures Representative for the reconstruction of the I-10/Citrus Avenue Interchange. The project consisted of widening Citrus Avenue which includes bridge widening Citrus Avenue overhead (PC/PS I-Girder) over UPRR, replacement of Citrus Avenue overcrossing bridge (CIP/PS Box Girder) over I-10, HOV freeway widening, MSE and conventional retaining walls, temporary Mirafi retaining walls, temporary soldier H-pile tieback wall shoring, ramp roadway realignment, street improvements, multi-barrel reinforced concrete box culvert, detention basin, irrigation and landscaping, utility relocation, traffic signal loop detectors, traffic signals, and street lighting. Raul was responsible for structures inspection and construction management of bridges, MSE and conventional retaining walls, major drainage structure (three-barrel RCB), CIDH piles, soundwalls, overhead signs, temporary shoring systems, falsework analysis and approval, structures progress payment, and contract administration.

I-10/Cherry Avenue Interchange Reconstruction, Fontana, CA

Structures Representative for the reconstruction of the I-10/Cherry Avenue Interchange. Project consisted of widening of Cherry Avenue including bridge widening of Cherry Avenue overhead (PC/PS I-Girder) over UPRR, new Cherry Avenue overcrossing bridge (CIP/PS Box Girder) over I-10, HOV freeway widening, MSE and conventional retaining walls, falsework, temporary soldier H-pile tieback wall shoring systems, ramp roadway realignment, street improvements, reinforced concrete box (RCB) culvert, temporary diversion channel, drainage systems, irrigation and landscaping, utility relocation, traffic signal loop detectors, traffic signals, and highway lighting. Responsible for structures inspection and construction management of bridges, MSE and conventional retaining walls, major drainage structure (three and four-barrel RCB), CIDH piles, soundwalls, overhead signs and foundations, temporary shoring system, review and approval, falsework analysis and approval, structures progress payment, and contract administration.

Raul Fernandez, PE, AVS - Project Manager
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Jessen Drive Bridge Replacement Project, La Cañada Flintridge, CA

Resident Engineer/Structure Representative for the construction of a bridge over a canyon in close proximity with residences and an elementary school, as well as environmentally sensitive areas. The bridge structure is a simple span precast prestressed concrete girder that will carry pedestrians, water, sewer, gas, power, telephone, and cable and fiber optic lines. Responsible for construction contract administration, inspection, water quality, environmental mitigation measures, PC/PS girder source inspection, submittal review and approval, change management, project controls, CPM schedule, surveying and materials testing. In addition, responsible for utility coordination, public outreach/public relations, third party coordination, and overall construction management.

I-710/Firestone Boulevard Interchange Reconstruction - Phase I, South Gate, CA

Resident Engineer/Structures Representative for the construction of Phase 1 of the I-710/Firestone Boulevard Interchange Reconstruction. Project consisted of the Firestone Boulevard bridge over the Los Angeles river, seismic retrofit and widening, roadway realignment, box culvert retaining walls, MSE walls, and street lighting. The services included inspection and construction management of the interchange reconstruction involving bridge widening and seismic retrofit, retaining walls, major drainage structure, roadway widening, utility relocation, highway lighting, hazardous material excavation and disposal, CPM schedule analysis and approval, progress payment, and contract administration. Raul conducted a constructability review to identify possible design flaws, to improve the design, and to eliminate potential change orders.

Del Amo Blvd Grade Separation and Bridge Overhead, Torrance, CA

Senior Construction Engineer on the construction of the Del Amo Boulevard bridge overhead over the BNSF Railway. The overhead structure is a simple span with over a 51 degree skew on high, closed-end abutments with deep foundation on steel H-piles. Reviewed and approved bridge precast concrete and MSE walls, quality control program and shop drawings. Reviewed and approved temporary trenching and shoring system adjacent to BNSF Railroad tracks. Provided structural technical support and coordinated with the resident engineer, contractor, fabrication plant QC personnel, and materials testers.

UPRR Flyover of BNSF - Colton Crossing, Colton, CA

Structure Representative for the UPRR railroad over the BNSF railway grade separation that consisted of approximately three miles of gravity walls, MSE walls with lightweight cellular concrete backfill material and precast concrete T-Walls, with three major structural steel railroad bridges. Connector bridge over the rail line that connected the UPRR to BNSF rail lines, the overhead bridge separating UPRR and BNSF railway, and a bridge over existing La Cadena Drive; a five-span, a two-span and a simple span railroad steel bridge, respectively. Also included were utility relocations, some of which required major borings under existing rail, and a new MSE wall and drainage facility for the Caltrans I-10 improvement.

Mission Valley East LRT, San Diego County, CA

Senior Construction Structures Engineer for the structures inspection of the San Diego Trolley System from the Mission San Diego LRT Station to join the existing Orange Line in the City of La Mesa. Performed structures representative functions. Project consisted of the construction of three cast-in-place prestressed reinforced concrete box Light Rail Transit (LRT) bridges that included a one-mile long viaduct bridge, all with cast-in-drilled hole (CIDH) foundations; precast box girders roadway bridge; and retaining walls with a height of 50 feet, including soil nail, tie-back, and mechanically stabilized earth walls.

BNSF Corridor Soundwall, City of Anaheim, CA

Resident Engineer/Project Manager for a two-mile sound absorbing soundwall system along BNSF right-of-way and residential properties to attenuate rail noise to an acceptable noise level. The soundwall system consisted of 30 inch diameter by 30 foot long cast-in drilled-hole (CIDH) reinforced concrete piles, W-section structural steel columns and 2 foot deep by 16 foot long by 6 inch fiberglass filled sandwich tin panels. Duties included performing constructability review for final project plans, specifications and cost estimates, managing the construction inspection, survey QA/QC, construction administration, office engineering, resident engineering, biological, paleontology and archeological environmental monitoring, SWPPP/WPCP, Federal funding request, labor compliance, extra work bills dispute, claims, delays, and construction management schedule and budget, performing shop drawing review and approval including trenching and shoring plans.

Naim Abu-Laban, QSP/QSD

Primary Inspector

Education:

BS, Mechanical Engineering

Registration & Certification:

EIT,#31129

QSP/QSD

Experience: 21 years

Relevant Features:

- Caltrans and city public works experience
- Roadway, highway & bridge expertise
- Caltrans Local Assistance Procedures experience
- Highway bridge replacement with protection and relocation of existing and new utilities including the use of traffic control devices
- Safety & SWPPP training

Mr. Abu-Laban has over 21 years of experience in construction engineering, inspection, and administration. He has served as Assistant Resident Engineer and Assistant Structure Representative for Caltrans and public works projects including highway and street improvements. Work includes HMA, LBC and PCC pavement, traffic control and handling, traffic lane closure and detour, surveying, structures and falsework review, hydraulics structures and material sciences. Naim is also a qualified SWPPP Practitioner and Developer.

Select Project Experience

Heacock Street Bridge Replacement, City of Moreno Valley, CA

Deputy Inspector for the Heacock Street Bridge replacement and roadway improvement that included bridge removal, reinforced concrete box culvert (RCB), storm drain system, utility relocations, channel improvements/channel flood walls, concrete channel invert, transition channel walls, rock riprap, roadway railing, AC pavement, curb and gutter, pavement markers and stripping, and landscaping. Checked and calculated box culvert, parapet wall, and concrete barrier elevations per Caltrans specification. Conducted biweekly SWPPP inspection and prepared reports based on daily inspection. Performed daily inspection and wrote daily report. Coordinated and monitored survey and materials testing requested by Contractor with City specialty consultants. Prepared monthly

construction item quantities conducted labor compliance employee interviews.

I-10/Cherry Avenue Interchange Reconstruction, Fontana, CA

Structures Representative for the reconstruction of the I-10/Cherry Avenue Interchange. Project consisted of widening of Cherry Avenue that included bridge widening of Cherry Avenue overhead (PC/PS I-Girder) over UPRR, new Cherry Avenue overcrossing bridge (CIP/PS Box Girder) over I-10, HOV freeway widening, MSE and conventional retaining walls, falsework, temporary soldier H-pile tieback wall shoring systems, ramp roadway realignment, street improvements, reinforced concrete box (RCB) culvert, temporary diversion channel, drainage systems, irrigation and landscaping, utility relocation, traffic signal loop detectors, traffic signals, and highway lighting. Responsible for daily inspection of roadway and structure construction. Duties included inspection of roadway widening, PCC paving, delineation, earthwork, grading, H-pile driving operations, concrete placement for various bridge elements, and multi-cell RCB. Also responsible for the preparation of daily inspection reports and maintained project records. Participated in the analysis and inspection of the construction of MSE walls, review of backfill materials submittals and CCOs, weekly construction meetings, materials testing, relative compaction testing, and concrete beams and cylinders. Prepared monthly progress pay estimates and project status reports.

Caltrans Districts 8 (Roadway) & 59 (Structures Construction), San Bernardino County, CA

Assistant Structures Representative responsible for inspecting Caltrans construction structures contracts such as bridge deck rehabilitation, bridge rail replacement, and safety improvements throughout San Bernardino County. Projects included State Route 2 in the town of Wrightwood, Interstate 15 (I-15) and Interstate 40 (I-40) in Barstow. Also inspected various publicly sensitive projects within San Bernardino County.

Structures Representative on Caltrans District 59 (Structures Construction) responsible for daily inspection reports; contract change orders, including calculations to justify time and budget; and contract administration and project records maintenance. Naim understands environmental considerations including SWPPP compliance. He is familiar with Caltrans' electronic lane closure system and required materials testing in accordance with the Caltrans Construction Manual and Standard practices.

Atlantic Avenue from Firestone Boulevard to Abbott Road, Southgate, CA

Assistant Resident Engineer for street improvements that included median landscape, lighting, irrigation and planting, controlling the daily activities for catch basins construction according to the design and special provisions, cold plan-

Naim Abu-Laban, QSP/QSD - Primary Inspector
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ing, grading, median curb construction, driveways, sidewalks, wheel chair ramps, curb and gutter, and asphalt overlay. Also included were street widening, electrical and lighting such as interconnect, data lines, loops, signals and street lighting. Responsible for preparing the monthly estimate and reviewing the submittal from the contractor and subs. Participated on the weekly construction meeting with the city engineer, contractor, and resident engineer to review the CPM schedule.

Interstate 10 (I-10) - Caltrans District 8, San Bernardino County, CA

Assistant Resident Engineer for I-10 improvements that included cold planning and Hot Mix Rubber Asphalt overlay. Monitored asphalt core samples for cold planing and overlay analysis, removal and placement of metal beam guard rail, cleaned out the median, installed different diameters of corrugated metal pipes, concrete pipes, sub-base and asphalt concrete. Responsible for overseeing the daily activity and report this activity to the resident engineer, daily production report and quantity estimates, worked closely with the contractor's Traffic Control crew and assured that the traffic standard or special plans are implemented, COZEEP Forms and CHP units requests. Employee labor compliance review in a confidential environment. SWPPP compliance review, AC and concrete sampling according Caltrans requirements.

State Routes 60, 60/10 Separation, Los Angeles County, CA

Assistant Resident Engineer worked on Caltrans projects Routes 60, 60/10 Separation, 371 and 243 including cold plane, bridges, slab replacement, ramps paving, lane paving, shoulder widening and traffic control. Other projects for Caltrans included constructing median concrete barrier with various Types G and C, reinforced concrete pipe, drainage, manhole, median and lanes paving, crash cushions installation, such as (9CBB System), striping and pavement markers, rumbling, SWPPP revisions, and their implementation, traffic control and perform all calculation required for monthly estimates, review contract submittals, including mix design for both concrete and asphalt. Presented a daily inspection report and collected all samples for AC, PCC or other documentation as Certificate of Compliance, analysis and performance. Performed hydrology studies and inspected design plans per special and standard plans and specification for various projects.

Kevin (Abbas) M. Farahani Office Engineer

Education:

GE, Tehran University

Experience: 15 years

Relevant Features:

- Familiar with roadway widening, drainage facilities and HOV and widening construction
- Knowledge of Caltrans Construction Practices
- Expertise in AC pavement, curb and gutter, traffic signals, and utilities
- Safety & SWPPP training

Mr. Farahani has over 15 years of experience in construction office engineering and inspection. He has worked on highway and bridge construction projects with Caltrans, Metrolink, Union Pacific Railroad (UPRR), Burlington Northern Santa Fe (BNSF), and various cities and counties throughout California. Kevin possesses excellent organization, written, and oral communication skills especially with coordinating, scheduling, and conducting meetings with key project stakeholders. He has a wide-range of experience in all aspects of roadway and highway construction including safety, storm water pollution prevention plans (SWPPP) and issues, and environmental requirements. In addition, he is familiar with all facets of office engineering work, including project submittals, requests for information (RFIs), contract change orders (CCOs), quality control and assurance (QC/QA), estimates, reports, and claims. Kevin is known throughout Caltrans for creating comprehensive weekly statement of working days for the contractor that highlight all aspects of equipment, labor, and work in an organized, efficient, and informative manner.

Select Project Experience

La Paz Road Widening, Laguna Hills, CA

Construction Inspector for the La Paz Road Widening at I-5 and Cabot Road. Responsible for review of contractor submittals, other contract documents, day to day construction, daily work schedule and prepared punch list. Performance of preliminary review of the base line schedule (CMP) and updates, and all CMP meetings. Review of the WPCP/SWPPP plan, inspection of BMPs, and preparation of report for all SWPPP inspection. Inspection of all structural items such as tieback wall and retaining walls. Inspection of HMA, review of HMA submittals, and construction of drainage systems. Review of lane closure request and input of the request into Caltrans Lane Closure System. Inspection of traffic lane closure setup during the nighttime and daytime. Inspection of all roadway items such as excavation, HMA paving operation, concrete placement, and other required items.

7th Standard Road Widening/Highway and Bridge Construction, Bakersfield, CA

Construction Inspector for the widening of the 7th Standard Road Overcrossing over SR-99 and new grade separation over the UPRR and BNSF tracks. Construction also included realignment of several local roads, import borrow, AC paving, traffic signals, drainage modifications, signage and striping. Responsible for inspection of the deck and abutment rebar spacing and clearance, and final inspection of bridge deck before concrete placement. Performed inspection of the installation of the Bidwell machine before bridge concrete placement. In addition, inspection of soffit elevations and grading, block-outs for joint seal assemblies, mix design, concrete pour for vibration, depth of pour, finishing, curing compound, and form work settlement.

I-10 Separation of Grand Avenue and Undercrossing, Caltrans District 07, On-Call Contract, Los Angeles, CA

Construction Inspector for this project that required both night and day inspection of PCC, AC pavement, striping and barrier replacement. Overall duties included working on traffic control, overall project safety, implementing the force account, Contract Change Orders (CCOs), and all contract items. The administrative side consisted of reviewing the day to day construction work schedule, preparing the punch list, attending DRB meetings and preparing minutes, and attending any other meeting related to the extra work and NOPC. Performed all preliminary review of the base line schedule (CMP), updates, and all CMP meetings. Also, reviewed the WPCP/SWPPP plan for the RE, performed WPCP and SWPPP inspection, and preparation of reports for WPCP inspection. Attended weekly construction meetings and inspected the extra work and extra work bill.

Kevin Farahani - Office Engineer
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I-10 Etiwanda Avenue/I-15 Victorville Grade Separation, Caltrans District 08, San Bernardino and Riverside, CA

Construction Inspector/Office Engineer for over 17 miles of grading, subgrade, base placement, utility protection and relocation, and final grade for paving. Duties included maintaining CCO logs, tracking changes to item bid quantities, tracking monthly estimate quantities, CCOs/extra work bills, and submitting them to the District Office. Also, involved in the generation of the contour map of the existing bridge ("4-scale") and working on all aspects of inspection of box girder bridge construction from cast-in-drilled-hole (CIDH) piles to superstructure.

Residential Development Project, La Habra, CA

Civil/Structures Inspector for a residential home that included over 400' long, 35' high retaining wall constructed with combination of soldier pile and tieback system. Construction required inspection of all caisson drilling, utility protection and relocation, installation of H-beam (soldier pile), inspection of concrete placement, tendon testing of tieback sections, and installation of over 500' of cast-in-place reinforced retaining walls. A key issue in the development project was the protection and relocation of utilities to properly install footings. Kevin provided innovative solutions on the relocation and protection of the utilities and abated any right of way delays. Duties also included reviewing AC mix designs, sampling and testing asphalt, concrete and aggregates, negotiating CCOs (for bid items exceeding 125% of the Engineer's Estimate), preparing Resident Engineer's newsletter and weekly statement of working days, approving extra work bills, and attending weekly progress meetings and safety meetings.

Anirudh Vemula, PE, LEED AP, QSD/QSP

Reserve Office Engineer/Inspector

Education:

BS, MS, Civil Engineering (Construction Management)

Registration & Certification:

PE, Civil Engineering, CA, #81453
QSP/QSD

Experience: 5+ years

Relevant Features:

- Caltrans, SANBAG & OCTA design and field experience
- Qualified SWPPP Developer & Practitioner
- OSHA 30 hour training for the construction industry

Mr. Vemula has over 5 years of progressive experience in the construction management of transportation infrastructure projects (highways and bridges) in the Greater Los Angeles area. He is a highly motivated professional with excellent multitasking and communication skills, constantly seeking challenging assignments. He is a graduate of the top global civil engineering programs at the University of Illinois Urbana-Champaign and IIT India. He is a Microsoft Certified Professional, a life member of Tau Beta Pi (National Engineer Honor Society) and Chi Epsilon (National Civil Engineer Honor Society), and Gold Medal and Prati-bha Award for Academic Excellence recipient for admission to IIT where he was ranked within top 1.3% of 200,000 students appearing in entrance exam.

Select Project Experience

I-15 Pavement Replacement, Caltrans District 8 On-Call Contract 08A2147, Barstow, CA

Construction Inspector, Office Engineer, and SWPPP Inspector for the I-15 project consisting of widening the shoulders and adding rumble strips to US-395 in the

City of Adelanto. Duties included preparing and maintaining project files based on the Caltrans filing system, preparing pay estimates and quantity estimates, HMA QA/QC review, performing weekly SWPPP inspections, and reviewing contractor SWPPP submittals.

OCTA Five Grade Separations Design Review & Plan Check, Cities of Placentia, Fullerton and Anaheim, CA

Document Controller and Assistant Engineer responsible for plan check and design review of five (5) Burlington Northern Santa Fe (BNSF) Railway grade separation projects along the Orangethorpe rail corridor. Duties included coordinating and monitoring design reviews, plan checking for conformance with set standards and policies, preparing and maintaining project files using OCTA's specified filing system, and reviewing and commenting on plans, specifications, estimates, and utilities and ROW plans.

La Paz Road Widening, City of Laguna Hills, CA

Field Inspector for roadway widening of La Paz Road from Muirlands Boulevard to Cabot Road. This segment runs under I-5, so the project was constructed to Caltrans standards under a permit from the State. The project provides a dedicated right turn lane into the northbound loop on-ramp to I-5 and widened the southbound off ramp. The work included three retaining walls, a tie-back wall under I-5, modifications to the drainage systems throughout the project area, HMA paving, earthwork, landscaping, irrigation, traffic signal and fiber optic modifications, signage and striping.

South Wilmington Grade Separation, Los Angeles, CA

Design Engineer responsible for the final design of the MSE retaining wall for the South Wilmington Grade Separation. Also providing design support during construction (RFIs). This project consists of providing direct access from Pier A Street to Lagoon Avenue by separating the existing at-grade vehicular and train traffic. The project limits start at Pier A Street in the south and terminate at 1500 feet west of Neptune Avenue.

Chicago-St. Louis 220 mph High Speed Rail Express Alternatives Analysis, Urbana, IL

Analysis Assistant. Anirudh assisted in preparing and reviewing schedules for four separate bid packages within FRA BAA-2010-1 and IDOT HSR 220. The Chicago-St. Louis 220 mph HSR express route would provide a very high-speed link between the two cities (the actual route would be determined through this study). Preliminary planning suggests that there are multiple route alternatives between these two endpoint cities. Each alternative includes the feasibility of providing suburban stops in both the Chicago and St. Louis metropolitan areas. The 220 mph service would complement the previously funded \$1.1b 110 mph HSR improvements now being designed and constructed on the Union Pacific (UP) Chicago-St. Louis Corridor. Project Cost: \$10.4 million.

Anirudh Vemula, PE, LEED AP, QSD/QSP - Reserve Office Engineer/Inspector
Page 2

Intermodal Freight Train Scoring System for BNSF/UIUC, Urbana, IL

Programmer/Research Assistant. This project involved studying the "placement," or loading, of intermodal freight cars on trains to achieve lower aerodynamic resistance. Videos were recorded at two locations: BNSF Logistics Park Chicago (LPC) and Sibley Crossing, Missouri, and processed to determine the gap lengths between each car. Using the information, the trains were scored and this information is to be sent to the terminal operations personnel. Developed software modules to validate and estimate the aerodynamic resistance of intermodal freight trains. Assisted in automating the data acquisition and image processing of intermodal freight trains passing LPC and Sibley crossing. Submitted a paper on "Machine Vision Analysis of Intermodal Loading Efficiency on Heavy-Haul Railroads" to the World Congress on Rail Research 2011.

Construction of Three Unit Townhouse, Champaign, IL

Team Leader. This project involved preparing a complete bid package for construction of a 3 unit townhouse as a part of coursework. Budgeted Cost: \$200,000. Performed quantity take-offs and cost estimation for several components of the house using RS Means. Communicated with several MEP subcontractors to determine the best delivery option (in-house vs. subcontracting). Created a construction schedule following the job logic with resource leveling using Primavera P3. Forecasted the cash flows and developed a cost control system using Earned Value concept. Achieved the lowest cost bid with shortest duration.

Design of Two-Cell Box Girder Reinforced Concrete Bridge, Roorkee, India

Team Leader. Senior Design Project at IIT (India), Performed hydraulic and geotechnical calculations for type selection and preliminary proportioning using flood levels and soil bore data. Built a finite element model for superstructure in SAP2000; analyzed and designed the complete structural system (foundations, bearings, super-structure) considering all load combinations including Seismic.

Jennifer Chan, PE Office Engineer

Education:

MS, Transportation Engineering
BS, Civil Engineering

Registration & Certification:

PE, Civil Engineer, CA, #78153

Experience: 8 years

Relevant Features:

- Led numerous design projects from preliminary analysis to final PS&E
- Knowledgeable with the Caltrans Highway Design Manual and AASHTO's A Policy on Geometric Design of Highways and Streets
- Coordination with utility companies and contract for relocation and protection
- Processing CCOs and analyzing claims/dispute resolution
- Monitoring traffic control and safety plans for the city
- Office engineer in roadway and structural projects

Ms. Chan has over eight years of solid experience in design and construction management of complex transportation projects. She has developed engineering skills and environmental (CEQA/NEPA) compliance knowledge and approach. Her experience involved numerous major transportation projects from inception to final Plans, Specifications and Estimates (PS&E) design, including construction management.

As a Senior Project Engineer, she has led the design team on various design projects from preliminary feasibility analysis to final PS&E. Her design/management experience includes highway geometry, project reports preparation, State and Federal environmental document processes, proposal submittal, presentations, traffic studies, grading, drainage, utilities protection and relocation, staging, cost and quantity estimates, constructability and quality reviews, scheduling and financials.

As an Assistant Resident Engineer, she assisted the Construction Manager, Resident Engineers, and construction management team on various construction projects to perform general administration and all duties to ensure that the project meets or exceeds the client's satisfaction. Her construction management experience involves processing and negotiating contract change orders, analyzing claims/dispute resolutions, preparing monthly progress reports, budgeting, coordinating construction activities, utilities coordination, field engineering, inspections, monitoring traffic control and safety plans, and office engineering in both roadway and structural projects, including bridge, MSE walls, cast-in-place pile and pile driving, drainage pipe and box structure systems, asphalt and concrete pavement, and sub-grade and aggregate base material.

Select Project Experience

Avenue 52/ Grapefruit Blvd Railroad Separation Improvement, Coachella, CA

Lead Project Engineer in charge on both engineering design and assisting project manager on project management duties and scheduling. Responsible for preparing final PS&E, review project report (PR), prepare Request for Authorization and Request for Allocation packages (RFA), attend and coordinate Project Development Team (PDT) meetings, monitor design progress by coordinating with all design civil disciplines, roadway, bridge, drainage, sewer, traffic signals and water, including subconsultants and utility agencies, and provide recommendations/solutions at client's best interest.

I-15 Cajon Pass Rehabilitation Design-Build, San Bernardino, CA

Staff Engineer responsible for preparation of Maintenance of Traffic (MOT) plans per California Manual on Uniform Traffic Control Devices, which include stage construction, traffic handling and detour plans.

Ranchero Road / BNSF Grade Separation Improvements Project, Hesperia, CA

Staff Engineer. Performed quality control review on traffic signing and striping plans per California Manual on Uniform Traffic Control Devices for the Ranchero Road/BNSF Railway Grade Separation Project.

Highway 101 Greenbrae/Twin Cities Corridor Improvements, Marin, CA

Staff Engineer. Prepared preliminary plans and design exception exhibits for Project Study Report (PSR), calculated project costs, performed Life Cycle Cost Analysis (LCCA), attended client meetings and PDT meetings, and met tight deadlines and delivered quality works.

Transbay Transit Center Program – Bus Storage Facility, San Francisco, CA

Staff Engineer responsible for final PS&E designs – parking facility configuration, demolition plan, profiles and typical sections, signing and striping plan, utility plan, various details plans.

Jennifer Chan, PE - Office Engineer
Page 2

Central Marin Ferry Connection Multi-use Pathway, Marin, CA

Staff Engineer. Assisted project engineer on preparing traffic technical memo, engineering calculations and plan modifications.

Bay Division Pipeline Reliability Upgrade – Pipeline No.5 (East Bay), San Francisco, CA

Staff Engineer. Validated Force Account Report (FAR) and Change Order Request (COR) by reviewing project specification, Request for Information (RFI), daily activities report and related documents.

I-710 Freeway Widening and Hybrid Design, Los Angeles County, CA

Staff Engineer. Provided preliminary interchange design, assist on preparing design exception fact sheets and exhibits and estimate pavement costs.

State Route 22 HOV Lanes Design-Build, OCTA, Caltrans District 12, Garden Grove, CA

Staff Engineer responsible for RFI responses, modify minor roadway and drainage design and prepare as-builts.

Javier Barrientos, PE Utility Coordinator

Education:

BS, Construction Engineering & Management

Registration & Certification:

PE, Civil Engineer, CA, #58226

Experience: 23 years

Relevant Features:

- All Facets of Construction Management, Construction Engineering & Inspection
- Utility Coordinator / Inspector (Drainage, Sewer, Water, Electrical, Signals, Communication, Structural Concrete,) new installations and relocations
- Right of Way Agreements or Memorandum of Understanding (MOU) Administrator/Coordinator
- Railroad Worker Orientation Certified – UPRR, Metrolink, BNSF
- Primavera, Suretrak and Expedition Experience
- 24 SWPPP Certified
- Trench Excavation & Scaffolding Competent Person Certified
- OSHA 10-hour Competent Person Certified

Mr. Barrientos has over 23 years of exclusive construction industry experience in the public works infrastructure projects in California. He has been involved with all facets of bridge/highway/railroad construction and construction management. Has worked from Resident Engineer, Assistant Resident Engineer, Office Engineer, Lead Inspector, to Inspector. Has worked for General Contractors as Project Manager, Assistant Project Manager, to Project Engineer. He is proficient in the areas of utility coordination, contract administration, schedule control, cost control, design and constructability reviews, quality control and quality assurance, construction inspection, contract change order processing, and construction office management.

Select Project Experience

Heacock Street Bridge Replacement, City of Moreno Valley, CA

Construction Inspector for the Heacock Street Bridge replacement and roadway improvement that included bridge removal, reinforced concrete box culvert (RCB), storm drain system, utility relocations, channel improvements/channel flood walls, concrete channel invert, transition channel walls, rock riprap, roadway railing, AC pavement, curb and gutter, pavement markers and stripping, and landscaping. Checked and calculated box culvert, parapet wall, and concrete barrier elevations per Caltrans specification. Javier served as Deputy Inspector at the beginning stages of the project. He utilized his utility coordination skills to mitigate and identify relocation delays for the utility companies in the Moreno Valley area.

La Paz Road Widening, City of Laguna Hills, CA

Construction Inspector the roadway widening of La Paz Road from Muirlands Boulevard to Cabot Road. The project provided a dedicated right turn lane into the northbound loop onramp to I-5 and it widened the southbound off ramp. His duties included construction inspection of wall structures and utilities; write

daily diaries documenting field operations; ensure Contractor's compliance with Encroachment Permits; document quantities of work completed for payment; coordinate work with Agency/Owner, Design Engineer, Contractors; inspect materials and workmanship of the Contractor's work to ensure compliance with applicable plans, specifications, and contractual requirements; review, monitor, and document Contractor's site safety practices for compliance with contract documents and submitted safety plan; coordinate materials testing to ensure compliance.

SR-57 Northbound Widening, Fullerton & Placentia, CA

Construction Inspector / Office Engineer for the SR-57 Northbound Widening Project to address congestion occurring in the northbound direction on SR-57. This project features five major cities and multiple coordination with major utility companies and key stakeholders sprinkled along the SR-57. Javier performed inspection of drainage facilities, minor concrete for minor structures, and traffic control system. He assisted with SWPPP inspections and visual monitoring of the project during rain events. As an Office Engineer, Javier reviewed, revised, and completed RFI, estimates, Lane Closure Requests, submittals, CCOs', and EWBs'. He also coordinated with the contractor and processed WSWD, Weekly Status Reports, and EEO Interviews.

Duncan Canyon Road / I-15 Interchange Improvements, City of Fontana, CA

Assistant Resident Engineer / Utility Relocation Coordinator / Inspector for a bridge crossing the I-15 Freeway and Widening of an existing bridge, in like, with a two-span cast-in-place pre-stressed reinforced concrete box girder bridge supported on a two column bent and seat type abutments. To facilitate this construction, the coordination of design and implementation of utility relocations, abandonments and construction of the following: sewer main; West Valley Water District-water mainline and laterals; Crawford Canyon Mutual Water Company-mainline; SoCal Edison-high voltage electrical overhead and underground system; Time Warner Cable-communication line; communication

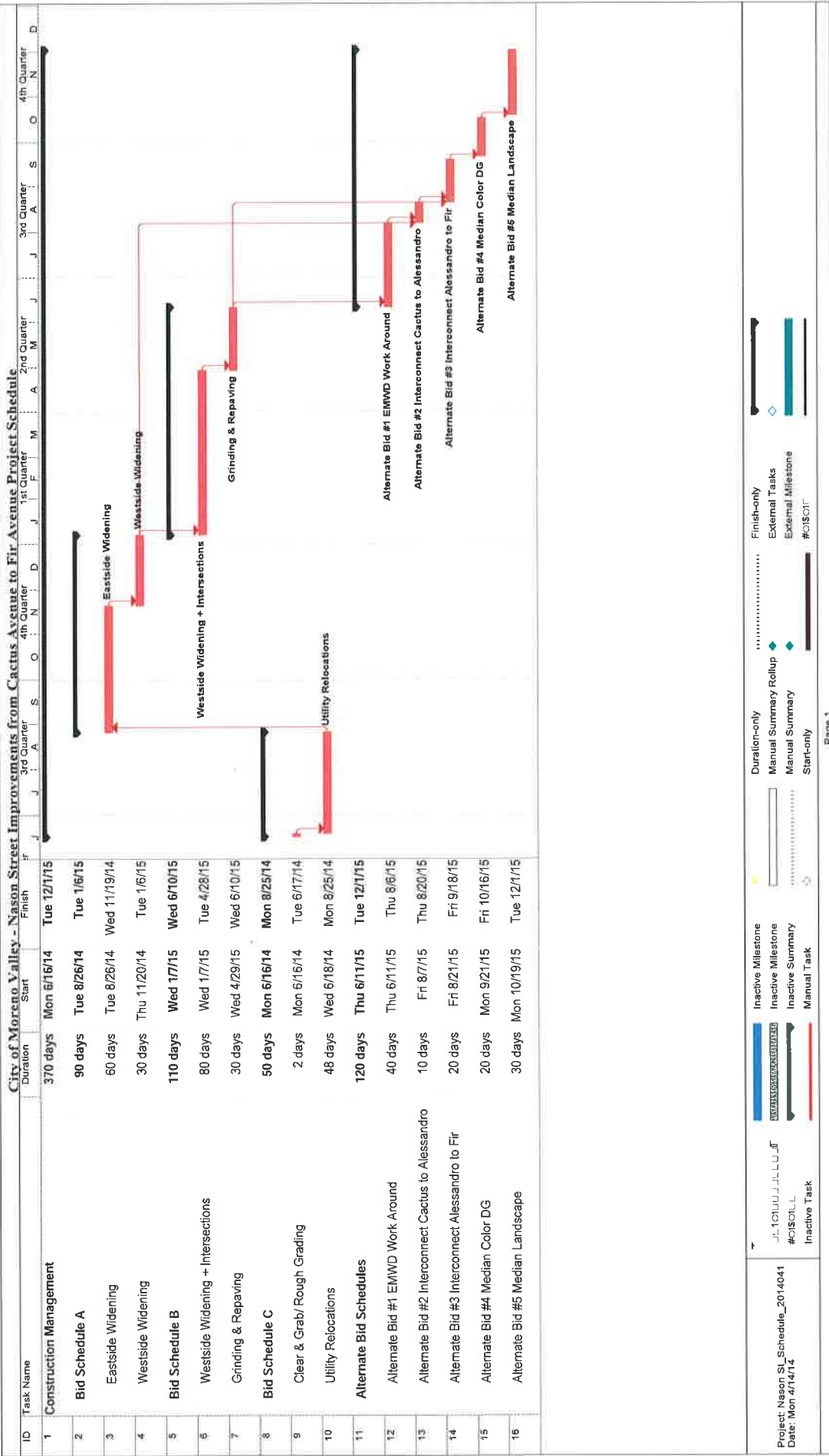
Javier Barrientos - Utility Coordinator
Page 2

Verizon-line; Verizon-fiber optic line; and SoCal Gas main line and laterals. His duties include: utility company coordination and relocation; construction inspection and administration; writing daily diaries documenting field operations; ensure Contractor's compliance with Encroachment Permit; document quantities of work completed for payment; coordinate work with Agency/Owner, Design Engineer, Contractors, developers, property owners, and/or other project stakeholders; inspect materials and workmanship of the Contractor's work to ensure compliance with applicable plans, specifications, and contractual requirements; review, monitor, and document Contractor's site safety practices for compliance with contract documents and submitted safety plan; coordinate materials testing and file to ensure compliance; provide general assistance to the Agency/Owner as needed.

SR-90 Imperial Highway Smart Street, City of Brea, CA

Assistant Resident Engineer / Inspector for the Imperial Highway Smart Street Segment D at Associated Road in City of Brea. This project is comprised of road section widening, block retaining walls, storm drain systems, water hydrant relocations, traffic signal modifications, street light relocations, curbs, gutters, median islands, pavers, landscape, irrigation, pedestrian ramps, sidewalks, bus stop concrete pads, rubberized asphalt, and pavement striping. structures inspection and construction management of bridges, MSE and conventional retaining walls, major drainage structure (three and four-barrel RCB), CIDH piles, soundwalls, overhead signs and foundations, temporary shoring system, review and approval, falsework analysis and approval, structures progress payment, and contract administration. His duties included construction inspection and administration; write daily diaries documenting field operations; ensure Contractor's compliance with Encroachment Permits; document quantities of work completed for payment; coordinate work with Agency/Owner, Design Engineer, Contractors, developers, property owners, and/or other project stakeholders; utility company coordination and relocation; inspect materials and workmanship of the Contractor's work to ensure compliance with applicable plans, specifications, and contractual requirements; review, monitor, and document Contractor's site safety practices for compliance with contract documents and submitted safety plan; coordinate materials testing to ensure compliance; monitor the Contractor's implementation of SWPPP; provide general assistance to the Agency/Owner as needed.

Project Schedule



Resource Allocation Matrix

The Resource Allocation Matrix included below indicates the required tasks, job title, and number of hours to be worked on each task. Included are matrices for each of the three Base Bid schedules and each of the five Alternate Bid Schedules, plus pre- and post-construction phase services.

Pre-Construction Phase		Classification/Hours						Working Days: 10
Work Task	Project Manager	Lead Inspector	Office Engineer	Backup Inspector	Backup OE	Admin		
Plan/Spec Review	24	24	16					
Bid Review								
Pre-Con Mtg/Prep	4							
Pre-Con Sch. Mtg	8	8	8					
Pre-Con Photo	2	8	8					
Office Set Up	2		8					
Pre-Con Signs Install								
Subtotal:	40	40	40	0	0	0	TOTAL HOURS 120	

Construction Phase		Classification/Hours						Working Days: 100
BASE BID - SCHEDULE A		Project Manager	Lead Inspector	Office Engineer	Backup Inspector	Backup OE	Admin	
Plan Review/Pre Con Mtg	2	8	8					
Familiar w/City Standards	2	8	6					
Effective Communications	2	8	8					
Contract Docs Compliance	2	160	8					
Monitor Extra Work	2	24	8					
Project Oversight	2	44	6					
Attend Construction Mtgs	2	12	6					
Prep Diaries, Logs, Photos	2	60	8					
Document Delays	2	8	8					
Monitor Equip. Personnel EW	2	8	4					
Coord/Sched Surveys/Insp	2	16	4					
Safety Program	2	20	4					
Track Quantities	2	16	8					
Review Invoices	2	16	6					
Prep Punch List/As-Builts	2	16	4					
Other Duties	2	16	8					
Sched Mtgs/Stakeholder	2	8	4					
Sched Mtgs/Public	2	8	4					
Coordinate w/Stakeholders	2	20	6					
Maintain Comm w/City	2	24	8					
Assist Processing Submittals	2	20	6					
Assist Processing RFIs	2	8	6					
Assist Processing CCOs	2	8	8					
Ensure Notifications Made	2	8	2					
Coord/Sched Undergrd Utilities	2	8	2					
Coord/Sched Irrigation Elec	2	8	2					
Coord/Sched Telephone	2	8	2					
Coord/Sched Water	2	8	2					
Coord/Sched Gas	2	8	2					
Coord/Sched Flood	2	8	2					
Coord/Sched RTA	2	8	2					
Coord/Sched Valley View HS	2	8	2					
Coord/Sched Med Ctr	2	8	2					
Address Bus Owner Concerns	2	8	2					
Maintain Project Records	3	88	49					
Prepare WSWD	2	8	2					
Coord Project Closeout								
Obtain Releases & Warranty	2							
Deliver Complete Project to City								
Present City w/Closeout Files								
Subtotal:	75	720	219	0	0	0	TOTAL HOURS 1014	

Construction Phase							Working Days: 150	
BASE BID - SCHEDULE B	Classification/Hours							
Work Task	Project Manager	Lead Inspector	Office Engineer	Backup Inspector	Backup OE	Admin		
Plan Review/Pre Con Mtg	2	4	6					
Familiar w/City Standards	2	12	6					
Effective Communications	2	12	6					
Contract Docs Compliance	2	80	6					
Monitor Extra Work	2	40	6					
Project Oversight	2	120	6					
Attend Construction Mtgs	2	40	6					
Prep Diaries, Logs, Photos	2	60	6					
Document Delays	2	24	6					
Monitor Equip. Personnel EW	2	20	6					
Coord/Sched Surveys/Insp	2	20	6					
Safety Program	2	40	6					
Track Quantities	2	30	8					
Review Invoices	2	30	6					
Prep Punch List/As-Builts	2	30	8					
Other Duties	2	36	6					
Sched Mtgs/Stakeholder	8	8	8					
Sched Mtgs/Public	8	8	6					
Coordinate w/Stakeholders	8	8	6					
Maintain Comm w/City	2	8	6					
Assist Processing Submittals	2	8	16					
Assist Processing RFIs	2	8	12					
Assist Processing CCOs	2	8	16					
Ensure Notifications Made	2	8	6					
Coord/Sched Undergrd Utilities	2	26	6					
Coord/Sched Irrigation Elec	2	12	2					
Coord/Sched Telephone	2	16	2					
Coord/Sched Water	2	16	2					
Coord/Sched Gas	2	16	2					
Coord/Sched Flood	2	16	2					
Coord/Sched RTA	2	16	2					
Coord/Sched Valley View HS	2	16	2					
Coord/Sched Med Ctr	2	8	2					
Address Bus Owner Concerns	2	12	6					
Maintain Project Records	2	80	58					
Prepare WSWD	4	24	16					
Coord Project Closeout								
Obtain Releases & Warranty	2							
Deliver Complete Project to City								
Present City w/Closeout Files								
Subtotal:	94	920	278	0	0	0	TOTAL HOURS 1292	

Construction Phase							Working Days: 50
BASE BID - SCHEDULE C							Classification/Hours
Work Task	Project Manager	Lead	Inspector	Office Engineer	Backup Inspector	Backup OE	Admin
Plan Review/Pre Con Mtg	8		2	4			
Familiar w/City Standards			2	4			
Effective Communications	8		8	4			
Contract Docs Compliance			8	4			
Monitor Extra Work							
Project Oversight							
Attend Construction Mtgs			12	12			
Prep Diaries, Logs, Photos							
Document Delays			2				
Monitor Equip.Personnel EW							
Coord/Sched Surveys/Insp	2		10				
Safety Program			20	8			
Track Quantities			12				
Review Invoices			12				
Prep Punch List/As-Bults			12	16			
Other Duties			8				
Sched Mtgs/Stakeholder			12	6			
Sched Mtgs/Public				4			
Coordinate w/Stakeholders							
Maintain Comm w/City							
Assist Processing Submittals							
Assist Processing RFIs							
Assist Processing CCOs							
Ensure Notifications Made							
Coord/Sched Undergrd Utilities	4		40	16			
Coord/Sched Irrigation Elec	4		40	4			
Coord/Sched Telephone	4		40	4			
Coord/Sched Water	4		40	4			
Coord/Sched Gas	4		40	10			
Coord/Sched Flood	4		40	5			
Coord/Sched RTA							
Coord/Sched Valley View HS							
Coord/Sched Med Ctr							
Address Bus Owner Concerns							
Maintain Project Records			40	16			
Prepare WSWD							
Coord Project Closeout							
Obtain Releases & Warranty							
Deliver Complete Project to City							
Present City w/Closeout Files							
Subtotal:	42		400	121	0	0	0
							563

Construction Phase							Working Days: 40
ALTERNATE BID SCHEDULE 1	Classification/Hours						
Work Task	Project Manager	Lead Inspector	Inspector	Office Engineer	Backup Inspector	Backup OE	Admin
Plan Review/Pre Con Mtg	4	4	4	4			
Familiar w/City Standards		4	4	2			
Effective Communications	4	4	4	4			
Contract Docs Compliance	4	40	2				
Monitor Extra Work		20	4				
Project Oversight		20	10				
Attend Construction Mtgs	4	8	4				
Prep Diaries, Logs, Photos		8	4				
Document Delays	4	8	2				
Monitor Equip. Personnel EW	4	8	2				
Coord/Sched Surveys/Insp		8	2				
Safety Program	2	8	2				
Track Quantities	2	8	4				
Review Invoices	2	8	2				
Prep Punch List/As-Builts		8	4				
Other Duties		4					
Sched Mtgs/Stakeholder		8	2				
Sched Mtgs/Public		8	2				
Coordinate w/Stakeholders		8	2				
Maintain Comm w/City		8	2				
Assist Processing Submittals							
Assist Processing RFIs							
Assist Processing CCOs				3			
Ensure Notifications Made				10			
Coord/Sched Undergrd Utilities							
Coord/Sched Irrigation Elec							
Coord/Sched Telephone							
Coord/Sched Water		40	2				
Coord/Sched Gas			2				
Coord/Sched Flood							
Coord/Sched RTA							
Coord/Sched Valley View HS							
Coord/Sched Med Ctr				4			
Address Bus Owner Concerns							
Maintain Project Records		40	4				
Prepare WSWD							
Coord Project Closeout							
Obtain Releases & Warranty							
Deliver Complete Project to City							
Present City w/Closeout Files							
Subtotal:	30	280	85	0	0	0	395

Construction Phase							Working Days: 10
ALTERNATE BID SCHEDULE 2	Classification/Hours						
Work Task	Project Manager	Lead Inspector	Office Engineer	Backup Inspector	Backup OE	Admin	
Plan Review/Pre Con Mtg	1	4					
Familiar w/City Standards							
Effective Communications	1	4					
Contract Docs Compliance	1	4					
Monitor Extra Work		4					
Project Oversight		4					
Attend Construction Mtgs	1	4	2				
Prep Diaries, Logs, Photos		4					
Document Delays							
Monitor Equip. Personnel EW		4					
Coord/Sched Surveys/Insp		4					
Safety Program	1	4	2				
Track Quantities	1	4					
Review Invoices							
Prep Punch List/As-Builts		4					
Other Duties		4					
Sched Mtgs/Stakeholder	1	4	1				
Sched Mtgs/Public		4	1				
Coordinate w/Stakeholders		4	2				
Maintain Comm w/City	1	4	2				
Assist Processing Submittals		4	2				
Assist Processing RFIs			2				
Assist Processing CCOs			1				
Ensure Notifications Made			2				
Coord/Sched Undergrd Utilities			1				
Coord/Sched Irrigation Elec							
Coord/Sched Telephone							
Coord/Sched Water							
Coord/Sched Gas							
Coord/Sched Flood							
Coord/Sched RTA							
Coord/Sched Valley View HS							
Coord/Sched Med Ctr							
Address Bus Owner Concerns			2				
Maintain Project Records		8	4				
Prepare WSWD							
Coord Project Closeout							
Obtain Releases & Warranty							
Deliver Complete Project to City							
Present City w/Closeout Files							
Subtotal:	8	80	24	0	0	0	TOTAL HOURS 112

Construction Phase							Working Days: 20
ALTERNATE BID SCHEDULE 3	Classification/Hours						
Work Task	Project Manager	Lead Inspector	Office Engineer	Backup Inspector	Backup OE	Admin	
Plan Review/Pre Con Mtg	2	8					
Familiar w/City Standards							
Effective Communications		8					
Contract Docs Compliance	2	8	12				
Monitor Extra Work		8					
Project Oversight		8					
Attend Construction Mtgs	2	8	4				
Prep Diaries, Logs, Photos		8					
Document Delays							
Monitor Equip. Personnel EW		8					
Coord/Sched Surveys/Insp	2	8					
Safety Program	2	8	2				
Track Quantities	2	8					
Review Invoices							
Prep Punch List/As-Builts		8					
Other Duties		8					
Sched Mtgs/Stakeholder	2	8	2				
Sched Mtgs/Public		8	2				
Coordinate w/Stakeholders		8	4				
Maintain Comm w/City		8	4				
Assist Processing Submittals		8	2				
Assist Processing RFIs			2				
Assist Processing CCOs			2				
Ensure Notifications Made			4				
Coord/Sched Undergrd Utilities	2		3				
Coord/Sched Irrigation Elec							
Coord/Sched Telephone							
Coord/Sched Water							
Coord/Sched Gas							
Coord/Sched Flood							
Coord/Sched RTA							
Coord/Sched Valley View HS							
Coord/Sched Med Ctr							
Address Bus Owner Concerns			2				
Maintain Project Records	1	16	4				
Prepare WSWD							
Coord Project Closeout							
Obtain Releases & Warranty							
Deliver Complete Project to City							
Present City w/Closeout Files							
Subtotal:	17	160	49	0	0	0	TOTAL HOURS 226

Construction Phase							Working Days: 20
ALTERNATE BID SCHEDULE 4	Classification/Hours						
Work Task	Project Manager	Lead Inspector	Office Engineer	Backup Inspector	Backup OE	Admin	
Plan Review/Pre Con Mtg	2	8					
Familiar w/City Standards							
Effective Communications		8					
Contract Docs Compliance	2	8	8				
Monitor Extra Work		8					
Project Oversight		8					
Attend Construction Mtgs	2	8	4				
Prep Diaries, Logs, Photos		8					
Document Delays							
Monitor Equip.Personnel EW		8					
Coord/Sched Surveys/Insp	2	8					
Safety Program	2	8	2				
Track Quantities	2	8					
Review Invoices							
Prep Punch List/As-Builts		8					
Other Duties							
Sched Mtgs/Stakeholder							
Sched Mtgs/Public							
Coordinate w/Stakeholders		8	4				
Maintain Comm w/City		8	4				
Assist Processing Submittals		8	2				
Assist Processing RFIs			3				
Assist Processing CCOs			4				
Ensure Notifications Made			4				
Coord/Sched Undergrd Utilities	2		2				
Coord/Sched Irrigation Elec	2						
Coord/Sched Telephone							
Coord/Sched Water							
Coord/Sched Gas							
Coord/Sched Flood							
Coord/Sched RTA							
Coord/Sched Valley View HS							
Coord/Sched Med Ctr							
Address Bus Owner Concerns							
Maintain Project Records	1	40	12				
Prepare WSWD							
Coord Project Closeout							
Obtain Releases & Warranty							
Deliver Complete Project to City							
Present City w/Closeout Files							
Subtotal:	17	160	49	0	0	0	
							TOTAL HOURS
							226

Construction Phase							Working Days: 30
ALTERNATE BID SCHEDULE 5	Classification/Hours						
Work Task	Project Manager	Lead Inspector	Office Engineer	Backup Inspector	Backup OE	Admin	
Plan Review/Pre Con Mtg	2	8					
Familiar w/City Standards							
Effective Communications		8					
Contract Docs Compliance	8	40	8				
Monitor Extra Work		8					
Project Oversight		8					
Attend Construction Mtgs	2	8	9				
Prep Diaries, Logs, Photos		8					
Document Delays							
Monitor Equip. Personnel EW		8					
Coord/Sched Surveys/Insp	2	8					
Safety Program	2	8	8				
Track Quantities	2	8					
Review Invoices							
Prep Punch List/As-Builts		8					
Other Duties							
Sched Mtgs/Stakeholder			2				
Sched Mtgs/Public			2				
Coordinate w/Stakeholders		8	6				
Maintain Comm w/City		24	6				
Assist Processing Submittals		8	4				
Assist Processing RFIs			2				
Assist Processing CCOs			2				
Ensure Notifications Made			4				
Coord/Sched Undergrd Utilities	2						
Coord/Sched Irrigation Elec	2	32	12				
Coord/Sched Telephone							
Coord/Sched Water							
Coord/Sched Gas							
Coord/Sched Flood							
Coord/Sched RTA			2				
Coord/Sched Valley View HS			2				
Coord/Sched Med Ctr							
Address Bus Owner Concerns							
Maintain Project Records	2	40	4				
Prepare WSWD	1						
Coord Project Closeout							
Obtain Releases & Warranty							
Deliver Complete Project to City							
Present City w/Closeout Files							
Subtotal:	25	240	73	0	0	0	338

POST-Construction Phase							Working Days: 20
	Classification/Hours						
Work Task	Project Manager	Lead Inspector	Office Engineer	Backup Inspector	Backup OE	Admin	
Coord Project Closeout	40	100	120				
Subtotal:	40	100	120	0	0	0	260

Forms

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year 2013 to 2014)

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 17th of April, 2014.



By:
(Signature of authorized official)

President
(Title of authorized official)

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

List of Subconsultants - Not Applicable

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	

OAKLAND

LOS ANGELES

LAKE FOREST

ONTARIO

BAKERSFIELD

COACHELLA



Local Office:

3200 Gausti Road, Ste. 100 Ontario, California 91761

P 909 456 1460 F 909 456 1460

Corporate Office:

26457 Rancho Parkway South Lake Forest, California 92630

P 949 837 6749 F 949 837 5128

www.athalyeinc.com



Cost Summary Revised

NASON STREET IMPROVEMENTS PROJECT FROM CACTUS AVENUE TO FIR AVENUE PROFESSIONAL CONSTRUCTION MANAGEMENT CONSULTANT SERVICES CITY OF MORENO VALLEY APRIL 24, 2014			
I. DIRECT SALARY COSTS			
Personnel Category	2014	Hours	Total
Project Manager	\$0.00		\$0
Lead Construction Inspector	\$60.22	2,760	\$166,207.20
Office Engineer	\$57.00	865	\$49,305.00
	Subtotal	3,625	\$215,512 (1)
II. INDIRECT RATE			
INDIRECT RATE	104.52%	x	\$ 215,512 = Subtotal \$ 225,253 (2)
			Subtotal (1)
III. FIXED FEE			
	10%	x	\$ 440,765 = Subtotal \$ 44,077 (3)
IV. OTHER DIRECT COSTS			
Item	Amount		
Other Direct Costs	\$ 9,000		
PU Trucks (Included in overhead rate)			
Laptop Computers & Cellular Phones (Included in overhead rate)			
	Subtotal \$	9,000	(4)
V. SUBCONTRACTOR'S COSTS			
Subconsultant Administrative (5%)	Subtotal \$ 0 (5)		
VI. ADDITIONAL WORK PER CITY'S REQUEST			
Extra Work Per City's Request	Subtotal \$ 26,158 (6)		
VII. TOTAL AMOUNT			
	Total \$	520,000	(Total 1-6)

P:\PROPOSALS\00 PROPOSALS\2014 04 17 p_Moreno Vly_Nason St Impvts_CM_WIIN\COST PROPOSAL_FINAL_MoVal Nason St_Revised 2014 04 24.xlsx\Cost Summary

04/24/14

Limitations & Conditions:

The above labor rates are effective until December 31, 2014 and will be increased 3% to 5% annually.
 Construction duration is estimated at 340 working days with 5-day workweek.
 Inspector & Office Engineer will be fully equipped with vehicles, computers and mobile phones required to perform their tasks.
 Overtime and weekend work is not included. Overtime is to be charged per California prevailing wage rate.
 Cost proposal is subject to prevailing wage rates and prevailing wage rate changes for inspection.
 Other Direct Costs include administrative, invoicing, Fed Ex, stamps and other items needed for CM team.

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 **\$520,000.00**.
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 Capital Projects Department at sheilab@moval.org or calls directed to (951) 413-3130.
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 "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.

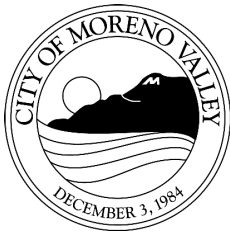
All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, 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.



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: May 13, 2014

TITLE: APPROVE AGREEMENT BETWEEN MORENO VALLEY UNIFIED SCHOOL DISTRICT AND THE CITY OF MORENO VALLEY FOR THE STUDENT RECOGNITION BANNER PROGRAM

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for the Student Recognition Banner Program.
2. Authorize the City Manager to execute the Agreement for the Student Recognition Banner Program and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of an agreement between Moreno Valley Unified School District (MVUSD) and the City of Moreno Valley to define the terms of the Student Recognition Banner Program. All costs associated with this program will be borne by MVUSD.

DISCUSSION

In February, 2014 the City approved an agreement with Val Verde Unified School District (VVUSD) for their Student Recognition Banner Program that is intended to recognize outstanding student achievements within the community. MVUSD has requested that the City Council consider the same program within their school boundary. The proposed MVUSD Student Recognition Banner Program, similar to VVUSD, will provide for a collaborative partnership that affords the opportunity for both

the City and the MVUSD to promote high school graduation and encourage college level education. The banners, to be installed on existing street light poles, will display student name, grade point average, and college of attendance and will remain for a period of one year. There will be a banner ceremony to be held in early summer, coincident with the typical high school graduation period. The ceremony would include officials from the City and the District, students, parents, and other guests to lower banners from the current year and raise banners for the coming year. The ceremony would also include signatures on the banners from officials in attendance, serving to support and encourage the students in their future career paths. All work relating to the banner installations, removals, and any required maintenance would be performed by Public Works staff. Costs associated with these efforts will be reimbursed by MVUSD.

The dimensions of the proposed banners will be 30"x84" similar to the Veteran Recognition Banners currently displayed near City Hall. This total square foot dimension for each banner will be under the eighteen (18) square foot maximum as agreed upon by Southern California Edison Company. The banner installations are proposed on the following roadways:

- Perris Boulevard in front of Bayside Charter School.
- Nason Street in front of Valley View High School.
- Pigeon Pass Road in front of Canyon Springs High School.
- Lasselle Street in front of Vista Del Lago High School.
- Cottonwood Avenue in front of Moreno Valley High School.
- Dracaea Street in front of March Valley High School.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. This alternative provides the opportunity for the MVUSD to recognize distinguished students through the use of publically displayed banners.
2. Do not approve the recommended actions as presented in this staff report. This alternative does not allow the MVUSD the opportunity to recognize distinguished students through the use of publically displayed banners.

FISCAL IMPACT

Staff time and equipment use is estimated to cost \$95.00 per banner installation. There is an additional cost of \$86.50 for the mounting hardware and brackets. MVUSD will reimburse the City for these costs after completion of the work by City forces. With all costs associated with the program being borne by MVUSD, there will be no impact to the General Fund.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT

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

ATTACHMENTS

Attachment 1: Agreement for the Student Recognition Banner Program

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

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

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AGREEMENT FOR

THE INSTALLATION AND MAINTENANCE OF STUDENT RECOGNITION BANNERS WITHIN
THE MORENO VALLEY UNIFIED SCHOOL DISTRICT

This AGREEMENT is entered into between Moreno Valley Unified School District (hereinafter referred to as DISTRICT) and the City of Moreno Valley (hereinafter referred to as CITY) for the installation and maintenance by CITY of Student Recognition Banners (intended to distinguish High School students that have graduated with outstanding grade point averages and have begun college studies) in the DISTRICT boundaries within the CITY.

IT IS HEREBY AGREED AS FOLLOWS:

1. CITY, through its Transportation Engineering Division, shall provide installation and maintenance work and call-out service on the Student Recognition Banners at the locations specified by DISTRICT, within the CITY and agreed to by the CITY. In providing said work, CITY shall perform the following: Mount the banners on street light standards at the required height; Replace any banners that have become damaged due to wind or other significant and unforeseen weather events; Remove and replace the banners at the beginning of the school year at the direction of the DISTRICT. All banners will be provided by DISTRICT.
2. CITY will provide call-out service on any banner or associated mounting hardware required maintenance on an as needed basis upon notification by DISTRICT.
3. DISTRICT shall produce the Student Recognition Banners and provide a central location for pick-up by CITY for the intended installations. Banner dimensions shall be 30" x 84". Both CITY and DISTRICT agree that minor dimension variations may occur, subject to a maximum of eighteen (18) square feet per banner installation. DISTRICT agrees that existing CITY owned signs (regulatory, warning, and / or guide) shall remain on street light poles and will not be subject to relocation for the banner installations unless otherwise approved by CITY.
4. CITY shall provide all required mounting hardware necessary for the banner installations at DISTRICT expense.

5. DISTRICT shall pay CITY for the cost of this service on a lump sum basis of \$95.00 per banner installation.
6. DISTRICT shall secure all necessary permissions and releases to display student images and information on the banners.
7. Records for the work provided under this Agreement shall be kept by CITY and shall include the cost of services performed.
8. CITY will submit itemized billing of services provided to DISTRICT within (30) working days after approval of work by DISTRICT.
9. DISTRICT shall submit in writing any dispute with regard to CITY billing within thirty (30) working days after the receipt of such billing. Otherwise, DISTRICT shall pay for services within thirty (30) days after receipt of billing from CITY.
10. This Agreement shall become effective immediately from the date this Agreement is signed by both parties. This Agreement shall remain in force until terminated by both parties.
11. If the CITY is of the opinion that any work CITY has performed is beyond the scope of this Agreement and constitutes Extra Work, CITY shall promptly notify the DISTRICT of that opinion. CITY shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes Extra Work. However, for the purposes of CITY proceeding to perform the same, this is not intended to deny DISTRICT its civil legal remedies in the event of a dispute. In the event that DISTRICT agrees that such work does indeed constitute Extra Work and authorizes CITY to perform the Extra Work, it shall provide extra compensation to CITY upon fair and equitable basis on a time and material basis.
12. DISTRICT shall promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents, from and against any and all claims, allegations, actions, suits, arbitrations, administrative

proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Agreement or any breach of the Agreement by DISTRICT or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any work associated with the Agreement, pursuant to a direct or indirect contract with the DISTRICT, and including, but not by way of limitation, wrongful death, personal injury, or damage to property.

13. CITY shall indemnify, defend, save and hold harmless DISTRICT, its officers, agents, servants and employees of and from any and all liability, claims, demands, debts, damages, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, personal injury or damage to property, the expenses of the defense of said parties and the payment of attorneys' fees in any such claim or action, arising out of or in any manner connected with activities of CITY or CITY employees related to this Agreement.

14. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Agreement. The DISTRICT shall not, either voluntarily or by action of law, assign any right or obligation of the DISTRICT under the Agreement without prior written consent of the CITY.

15. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing, signed by each party. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

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CITY OF MORENO VALLEY, Municipal Corporation

Moreno Valley Unified School District

BY: _____
City Manager

PRINT NAME: _____

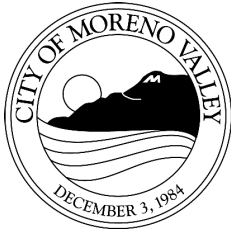
SIGNATURE: _____

DATE: _____

TITLE: _____

DATE: _____

<p><u>INTERNAL USE ONLY</u></p> <p>APPROVED AS TO LEGAL FORM:</p> <p>_____</p> <p style="text-align: center;">City Attorney</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p style="text-align: center;">Public Works Director/City Engineer</p> <p>_____</p> <p style="text-align: center;">Date</p>
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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, P.E., Public Works Director/City Engineer

AGENDA DATE: May 13, 2014

TITLE: PA07-0080, PM 35672 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-003 FOR INDIAN STREET AND IRIS AVENUE ROAD IMPROVEMENTS AND TRAFFIC SIGNAL IMPROVEMENTS AT HEACOCK STREET AND KRAMERIA AVENUE ASSOCIATED WITH THE INLAND EMPIRE GLOBAL LOGISTICS CENTER PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-003 (DIF Agreement) for PA07-0080, PM 35672 improvements.
2. Authorize the City Manager 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 and Iris Avenue are designated streets in the City's DIF Nexus Study. The City's DIF Nexus Study also allows credit for traffic signal improvements at designated intersections including the intersection of Heacock Street and Krameria Avenue. 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 and Iris Avenue are designated streets in the City's DIF Nexus Study as is the traffic signal at the intersection of Heacock Street and Krameria Avenue. The developer of Parcel Map No. 35672 (PA07-0080) is required to construct public improvements on Indian Street, Iris Avenue, Krameria Avenue, Cosmos Street and a traffic signal at the intersection of Heacock Street and Krameria Avenue.

The developer is eligible to receive DIF Credits for specific improvements identified in the DIF Nexus Study for Indian Street, Iris Avenue and a traffic signal at the intersection of Heacock Street and Krameria Avenue. Qualifying DIF improvements include roadway excavation, pavement, base, curb and gutter, striping, traffic control, and traffic signals.

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 \$252,399 for the Arterial Street component of the DIF and \$171,218 for the Traffic Signal component of the DIF.

ALTERNATIVES

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-003 (DIF Agreement) for PA07-0080, PM 35672 and authorize the City Manager to execute the DIF Agreement.
2. Do not accept the Development Impact Fee Improvement Credit Agreement #D12-003 (DIF Agreement) for PA07-0080, PM 35672 and do not authorize the City Manager 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:
Clement Jimenez, P.E.
Senior 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 D12-003

PA07-0080 (PM 35672)

PA13-0022 (AMENDED PLOT PLAN FOR ONE BUILDING, 1,476,017 SQ FT)

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 September 10, 2013, 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 February 11, 2014, the Developer is obligated to pay DIF for the Project to City in the amount of one million four hundred ninety nine thousand five hundred fifteen and nineteen one hundredths dollars (\$1,499,515.19) (hereinbefore and hereinafter referred to as the "DIF Obligation"), and of that amount \$252,398.91 is the "Street" component of the DIF Obligation and \$171,217.97 is the "Traffic Signal" 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: FR/CAL Indian Avenue, LLC
c/o CDP Development, Inc.
Attn: Jacob LeBlanc, Senior Development Manager
20411 SW Birch Street, Suite 200
Newport Beach, CA 92660

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

FR/CAL INDIAN AVENUE, LLC
a Delaware limited liability company

By: _____

By: FirstCal Industrial, LLC,
a Delaware limited liability company,
its sole member


Name: _____

Its: _____

By: California State Teachers'
Retirement System,
a public entity, its sole member

Date: _____

By: Principal Real Estate Investors,
LLC, a Delaware limited liability
company, its authorized agent

By: 
William G. Williams III
Investment Director – Asset
Management

ATTEST:

Date: 3/20/2014

City Clerk

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.

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this 20th day of March 2014, before me, the undersigned, a Notary Public in and for the said State, personally appeared WILLIAM G. WILLIAMS III, to me personally known to be the identical person whose name is subscribed to the foregoing instrument, who being by me duly sworn, did say that he is the Investment Director - Asset Management of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, as authorized signatory or authorized agent for and investment advisor of CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM, a public entity, the sole member of FIRSTCAL INDUSTRIAL, LLC, a Delaware limited liability company, the sole member of FR/CAL INDIAN AVENUE, LLC, a Delaware limited liability company; and that the instrument was signed on behalf of the company by PRINCIPAL REAL ESTATE INVESTORS, LLC, and that the aforesaid individual acknowledged the execution of the foregoing instrument to be the voluntary act and deed of PRINCIPAL REAL ESTATE INVESTORS, LLC, by it and by them voluntarily executed.

Kathleen Kapis

Notary Public in and for said State
My Commission Expires: 5/16/16

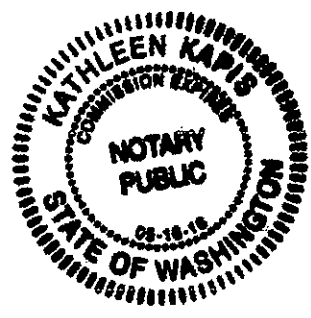


EXHIBIT "A"

**PUBLIC IMPROVEMENT AGREEMENT
WITH BONDS**

(ATTACHED BEHIND THIS PAGE)

EXHIBIT "A"

Revised 1/30/08

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA07-0080 (PARCEL MAP 35672)**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and Panattoni Construction, Inc., herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA07-0080 (PM 35672) 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 EIGHT MILLION SIX HUNDRED SIXTY FOUR THOUSAND AND NO/100 Dollars (***\$8,664,000.00***). 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 FOUR MILLION THREE HUNDRED THIRTY TWO THOUSAND AND NO/100 Dollars (***\$4,332,000.00***). 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:
Panattoni Construction, Inc.
8775 Folsom Blvd.
Suite 201
Sacramento, CA 95826

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

Date approved by the City: _____

Panattoni Construction, Inc.:
Developer

BY: SEE ATTACHED SIGNATURE PAGE
Signature

BY: SEE ATTACHED SIGNATURE PAGE
Signature

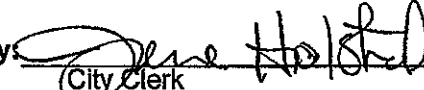
Print/Type Name

Print/Type Name

Title

Title

**ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY**

By: 
City Clerk

CITY OF MORENO VALLEY

By: 
Mayor

(SEAL)

**APPROVED AS TO FORM:
CITY ATTORNEY**

Date: 9-24-13

By: 
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATES 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

SIGNATURE PAGE
AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA07-0080 (PARCEL MAP 35672)
JUNE 27, 2013

PANATTONI CONSTRUCTION, INC.
a California corporation


By: *Patrick Hastie*
Name: PATRICK HASTIE
Its: Se V.P.

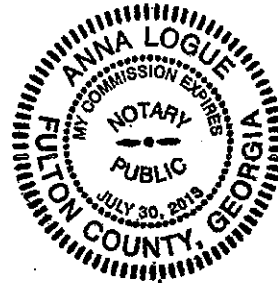
State of California, County of Orange
On July 3, 2013 before me, Judi Lowenthal, Notary Public,
Personally appeared PATRICK HASTIE
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they 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. *Judi Lowenthal*



SIGNATURE PAGE
AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA07-0080 (PARCEL MAP 35672)
JUNE 27, 2013

PANATTONI CONSTRUCTION, INC.
a California corporation

By: 
Name: EVAN HAMILTON
Its: SVP



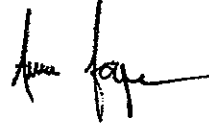


EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 8

PROJECT: PM35672

DATE: 06/13/13

PREPARED BY: SH / BB

OFFSITE PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF				
		0 C.Y.	20.00	0
A.B. Class II - Krameria South	0.75	Thickness (ft.)		
	57550	S.F.	3129 Ton	55.00
A.C. - Krameria South	0.45	Thickness (ft.)		172,110
	57550	S.F.	1878 Ton	90.00
		0 C.Y.	20.00	168,981
A.B. Class II - Krameria North	0.75	Thickness (ft.)		0
	45300	S.F.	2463 Ton	55.00
A.C. - Krameria North	0.45	Thickness (ft.)		135,475
	45300	S.F.	1478 Ton	90.00
		0 C.Y.	20.00	133,012
A.B. Class II - Cosmos	1	Thickness (ft.)		0
	107770	S.F.	7813 Ton	55.00
A.C. - Cosmos	0.5	Thickness (ft.)		429,733
	107770	S.F.	3907 Ton	90.00
		0 C.Y.	20.00	351,600
A.B. Class II - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	55.00
A.C. - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
		0 C.Y.	20.00	0
Street Work - DIF				
		0 C.Y.	20.00	0
A.B. Class II - Iris	1	Thickness (ft.)		
	92185	S.F.	6683 Ton	55.00
A.C. - Iris	0.5	Thickness (ft.)		367,588
	92185	S.F.	3342 Ton	90.00
		0 C.Y.	20.00	300,754
A.B. Class II - Indian	0.75	Thickness (ft.)		0
	171200	S.F.	9309 Ton	55.00
A.C. - Indian	0.45	Thickness (ft.)		511,995
	171200	S.F.	5585 Ton	90.00
		0 C.Y.	20.00	502,886
A.B. Class II - Street 3	0	Thickness (ft.)		0
	0	S.F.	0 Ton	55.00
A.C. - Street 3	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
		0 C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	55.00
A.C. - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
		0 C.Y.	20.00	0
Street Work - TUMF				
		0 C.Y.	20.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton	55.00
A.C. - Street 1	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
		0 C.Y.	20.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		0
	0	S.F.	0 Ton	55.00
A.C. - Street 2	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
		0 C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		0
	0	S.F.	0 Ton	55.00
A.C. - Street 3	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
		0 C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	55.00
A.C. - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
		0 C.Y.	20.00	0
			SUBTOTAL:	3,073,934

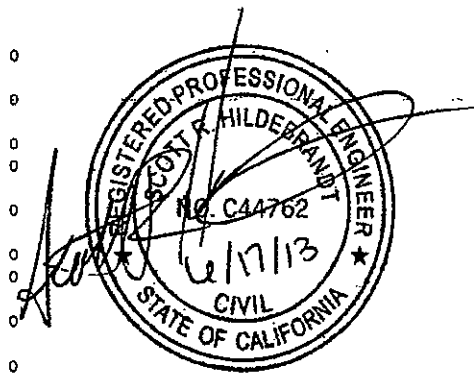


EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: PM35672

DATE: 05/13/13
PREPARED BY: Clement Jimenez

CJ

OFFSITE STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15' (Iris)	5665	S.F.	3.25	18,411
Grind & Pave 0.15' (Krameria South)	5834	S.F.	3.25	18,961
A.C. Cap (Iris)	25	Ton	90.00	2,250
A.C. Overlay (Iris)	42	Ton	90.00	3,780
A.C. Overlay (Krameria South)	35	Ton	90.00	3,150
Sturry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Sawcut (Iris)	1830	L.F.	1.50	2,745
Sawcut (Indian)	172	L.F.	1.50	258
Sawcut (Krameria South)	0	L.F.	1.50	0
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header (Krameria South)	0	L.F.	6.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8" (Iris)	362	L.F.	15.00	5,430
A.C. Berm - 8" (Indian)	295	L.F.	15.00	4,425
Adjust M.H. to Grade (Iris)	2	EA.	800.00	1,600
Adjust Water Valve to Grade (Iris)	4	EA.	400.00	1,600
Adjust Water Valve to Grade (Indian)	2	EA.	400.00	800
Remove & Dispose Existing Pavement & Base (Iris)	42532	SF	3.00	127,596
Remove & Dispose Existing Pavement & Base (Indian)	102535	SF	3.00	307,605
Concrete				
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
Curb and Gutter - 6"	0	L.F.	0	0
Curb and Gutter - 8" (Krameria South)	1200	L.F.	25.00	30,000
Curb and Gutter - 8" (Cosmos)	2650	L.F.	25.00	66,250
Curb and Gutter - 8" (DIF - Iris)	1319	L.F.	25.00	32,975
Curb and Gutter - 8" (DIF - Indian)	2900	L.F.	25.00	72,500
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8" (Iris Median)	1330	L.F.	20.00	26,600
Cross Gutter and Spandrel	0	S.F.	15.00	0
Sidewalk (Cosmos)	14000	S.F.	7.00	98,000
Sidewalk (Krameria South)	8742	S.F.	7.00	61,194
Sidewalk (Iris)	8570	S.F.	7.00	59,990
Sidewalk (Indian)	16603	S.F.	7.00	116,221
Driveway Approach - 6"	0	S.F.	14.00	0
Driveway Approach - 8" (Iris)	3500	S.F.	16.00	56,000
Driveway Approach - 8" (Indian)	800	S.F.	16.00	12,800
Driveway Approach - 8" (Krameria South)	0	S.F.	16.00	0
Driveway Approach - 8" (Cosmos)	4000	S.F.	16.00	64,000
Wheelchair Ramp (Indian)	2	EA.	1,200.00	2,400
Wheelchair Ramp (Krameria South)	1	EA.	1,200.00	1,200
Alley Approach - 8"	0	S.F.	16.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	0	L.F.	100.00	0
Other				
SCE Underground Exist Power/Pole Removal	2650	L.F.	325.00	861,250
SCE/Telephone Conduit & Structure Allowance	2650	L.F.	245.00	649,250
Relocate Telephone Riser	1	EA.	10,000.00	10,000
Relocate Telephone Vault	2	EA.	20,000.00	40,000
Relocate SCE Vault	2	EA.	25,000.00	50,000
Underground Phone Cabling	2650	L.F.	25.00	66,250
			SUBTOTAL:	2,875,491

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 3 of 8

PROJECT: PM35672

DATE: 06/13/13

PREPARED BY: Clement Jimenez

cg

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen) (Cosmos)	8	EA.	4,000.00	32,000
Street Lights (22000 lumen) (Iris)	6	EA.	5,000.00	30,000
Street Lights (22000 lumen) (Indian)	12	EA.	5,000.00	60,000
Street Lights (22000 lumen) (Krameria South)	6	EA.	5,000.00	30,000
	SPECIAL DISTRICTS SUBTOTAL:			152,000.00
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
Electrical Utility Line Extension	0	L.F.	135.00	0
	MVU SUBTOTAL:			0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0.00
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0.00
	WQB SUBTOTAL:			0.00
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination, Design)	1	EA.	272,000.00	272,000
Traffic Signal Modification	1	L.S.	150,000.00	150,000
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	0	L.S.	3,500.00	0
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign (Iris)	1	EA.	500.00	500
Street Name Sign (Indian)	1	EA.	500.00	500
Street Name Sign (Cosmos)	1	EA.	500.00	500
Street Name Sign (Krameria South)	1	EA.	500.00	500
Stop Sign	0	EA.	200.00	0
Signs and Posts (Krameria North)	1	EA.	200.00	200
Signs and Posts (Cosmos)	1	EA.	200.00	200
Signs and Posts (Krameria South)	1	EA.	200.00	200
Signs and Posts (Indian)	1	EA.	200.00	200
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	--	0
Traffic Control (DIF Street Name)	0	L.S.	--	0
Street Light PB-Adjust to Grade	0	EA.	800.00	0
	TRANSPORTATION SUBTOTAL:			424,800
Miscellaneous				
Erosion Control	0	AC	FILL IN	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
	MISCELLANEOUS SUBTOTAL:			0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: PM35672

DATE: 06/13/13

PREPARED BY: Clement Jimenez



OFFSITE STORM DRAIN SYSTEM - RCFC LINE D & D-1

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe (Iris)	94	L.F.	140.00	13,160
18" Reinforced Concrete Pipe (Indian)	54	L.F.	140.00	7,560
24" Reinforced Concrete Pipe (Krameria South)	80	L.F.	160.00	12,800
24" Reinforced Concrete Pipe (Cosmos)	79	L.F.	160.00	12,640
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe (Krameria South)	164	L.F.	190.00	31,160
36" Reinforced Concrete Pipe (Cosmos)	119	L.F.	190.00	22,610
42" Reinforced Concrete Pipe w/AC (RCFC&WCD)	1356	L.F.	228.00	309,168
48" Reinforced Concrete Pipe w/A.C. (RCFC&WCD)	1162	L.F.	261.00	303,282
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe w/A.C. (RCFC&WCD)	659	L.F.	330.00	217,470
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 (RCFC&WCD)	310	C.Y.	700.00	217,000
Calltrans D80 (40") (RCFC&WCD)	48	C.Y.	600.00	28,800
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2 (RCFC&WCD)	4	EA.	6500.00	26,000
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4 (RCFC&WCD)	4	EA.	6500.00	26,000
	0		---	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7') (Iris)	2	EA.	5500.00	11,000
Catch Basin (7') (Indian)	1	EA.	5500.00	5,500
Catch Basin (7') (Krameria South)	1	EA.	5500.00	5,500
Catch Basin (7') (Cosmos)	3	EA.	5500.00	16,500
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions (Iris)	2	EA.	535.00	1,070
Local Depressions (Indian)	1	EA.	535.00	535
Local Depressions (Krameria South)	1	EA.	535.00	535
Local Depressions (Cosmos)	3	EA.	535.00	1,605
24" X 24" Grate basin (Krameria South)	1	EA.	2500.00	2,500
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: PM35672

DATE: 06/13/13

PREPARED BY: Clement Jimenez



OFFSITE STORM DRAIN SYSTEM - RCFC (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>Structures</i>				
Transition Structure (RCFC&WCD)(Krameria South)	1	EA.	5500.00	5,500
Junction Structure (RCFC&WCD)(Krameria South)	1	EA.	6000.00	6,000
Junction Structure (Cosmos)	1	EA.	6000.00	6,000
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48") (RCFC&WCD)(Iris)	2	EA.	3000.00	6,000
Concrete Collar (to 48") (RCFC&WCD)(Indian)	1	EA.	3000.00	3,000
Headwall	0	EA.	5500.00	0
<i>Drains</i>				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		---	0
<i>Miscellaneous</i>				
Rip Flap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
	0		---	0
			SUBTOTAL:	1,298,895

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: PM35672

DATE: 06/13/13
PREPARED BY: Clement Jimenez

cg

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900 (Cosmos)	157		30.00	4,710
6" PVC C-900 (Indian)	81		40.00	3,240
8" PVC C-900 (Indian)	20		50.00	1,000
10" PVC C-900	0		55.00	0
12" PVC C-900 (Indian)	221		60.00	13,260
12" PVC C-900 (Krameria South)	1375		60.00	82,500
12" PVC C-900 (Krameria North)	62		60.00	3,720
12" PVC C-900 (Cosmos)	2606		60.00	156,360
16" PVC C-900	0		90.00	0
18" PVC C-900	0		135.00	0
20" PVC C-900	0		180.00	0
	0 L.F.		--	0
Valves - Water System				
4" Gate Valve (Indian)	2 EA.		600.00	1,200
4" Gate Valve (Cosmos)	2 EA.		600.00	1,200
6" Gate Valve	0 EA.		800.00	0
8" Gate Valve	0 EA.		1,000.00	0
10" Gate Valve	0 EA.		1,200.00	0
12" Gate Valve (Indian)	6 EA.		2,000.00	12,000
12" Gate Valve (Krameria South)	1 EA.		2,000.00	2,000
12" Gate Valve (Cosmos)	3 EA.		2,000.00	6,000
1" Air Vac Release (Krameria South)	2 EA.		2,000.00	4,000
1" Air Vac Release (Cosmos)	1 EA.		2,000.00	2,000
2" Air Vac Release	0 EA.		3,000.00	0
4" Blow Off	0 EA.		2,000.00	0
4" Blow Off (Indian)	2 EA.		2,000.00	4,000
4" Blow Off (Krameria North)	1 EA.		2,000.00	2,000
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0 EA.		2,800.00	0
6" Super Fire Hydrants (Iris)	0 EA.		3,000.00	0
6" Super Fire Hydrants (Indian)	8 EA.		3,000.00	24,000
6" Super Fire Hydrants (Krameria South)	4 EA.		3,000.00	12,000
6" Super Fire Hydrants (Cosmos)	8 EA.		3,000.00	24,000
Services Connections				
1" Service	0 EA.		600.00	0
1 1/2" Service	0 EA.		1,100.00	0
2" Service	0 EA.		1,600.00	0
	0		--	0
Fittings - Water System				
Misc. Fittings 4" (Cosmos)	4		120.00	480
Misc. Fittings 6" (Krameria North)	2		160.00	320
Misc. Fittings 8" (Indian)	2		200.00	400
Misc. Fittings 10" (Indian)	2		240.00	480
Misc. Fittings 12" (Krameria South)	2		750.00	1,500
Misc. Fittings 12" (Cosmos)	4		750.00	3,000
Water Meters - Water System				
5/8" Meter	0		200.00	0
1" Meter	0		270.00	0
1 1/2" Meter	0		360.00	0
2" Meter (Cosmos)	3		455.00	1,365
	0		--	0
Hot Tap Connections - Water System				
8" Hot Tap	0 EA.		2,800.00	0
Water Service (Indian)	10 EA.		330.00	3,300
Miscellaneous - Water System				
Thrust Block	0 CY		150.00	0
Jack & Bore	0 L.F.		300.00	0
Joint at Existing 8" (Cosmos)	1 EA.		650.00	650
			SUBTOTAL:	370,685

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: PM35672

DATE: 06/13/13
PREPARED BY: Clement Jimenez

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	20.00	0
6" V.C. Pipe (Cosmos)	0	L.F.	25.00	0
8" V.C. Pipe (Krameria South)	32	L.F.	30.00	960
8" V.C. Pipe (Cosmos)	0	L.F.	30.00	0
10" V.C. Pipe (Krameria South)	928	L.F.	40.00	37,040
12" V.C. Pipe	0	L.F.	50.00	0
15" V.C. Pipe	0	L.F.	75.00	0
18" V.C. Pipe	0	L.F.	90.00	0
21" V.C. Pipe	0	L.F.	105.00	0
24" V.C. Pipe	0	L.F.	120.00	0
27" V.C. Pipe	0	L.F.	135.00	0
30" V.C. Pipe	0	L.F.	150.00	0
33" V.C. Pipe	0	L.F.	165.00	0
36" V.C. Pipe	0	L.F.	185.00	0
4" SDR - 35	0	L.F.	13.00	0
6" SDR - 35	0	L.F.	19.00	0
8" SDR - 35	0	L.F.	25.00	0
10" SDR - 35	0	L.F.	30.00	0
12" SDR - 35	0	L.F.	50.00	0
15" SDR - 35	0	L.F.	60.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		---	0
Cleans Outs - Sewer System				
Clean-outs (Krameria South)	1	EA.	700.00	700
Clean-outs	0	EA.	700.00	0
Clean Out Lateral	0	EA.	120.00	0
	0		---	0
Manholes - Sewer System				
Standard Manhole 48" (Krameria South)	4	EA.	3,000.00	12,000
Standard Manhole 48" (Cosmos)	0	EA.	3,000.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60" (Krameria South)	1	EA.	4,500.00	4,500
Shallow Manhole	0	EA.	3,000.00	0
Adjust Manhole to Grade	0	EA.	300.00	0
Tie Into Existing Manhole	0	EA.	1,500.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
	0		---	0
Miscellaneous - Sewer System				
Wyes (Krameria South)	0	EA.	90.00	0
Wyes (Cosmos)	0	EA.	90.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
Meter 5/8" W/O Service	0	EA.	200.00	0
			SUBTOTAL:	55,200

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 8

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

PROJECT: PM35672

DATE: 06/13/13
PREPARED BY: Clement Jimenez



IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$3,073,934
CONCRETE & OTHER STREET WORK	:	\$2,875,491
SPECIAL DISTRICTS	:	\$152,000
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$424,800
STORM DRAIN SYSTEM - RCPCD LINES	:	\$1,298,895
WATER SYSTEM	:	\$370,685
SEWER SYSTEM	:	\$55,200
MISCELLANEOUS	:	\$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$8,251,005
+5% CONTINGENCY		\$412,550
<u>GRAND TOTAL:</u>		\$8,663,555

FAITHFUL PERFORMANCE SECURITY

SECURITY AMOUNT: \$8,664,000

LABOR & MATERIAL SECURITY

SECURITY AMOUNT: \$4,332,000

*The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvements.

FAITHFUL PERFORMANCE BOND

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

Public Improvements \$8,664,000

Project No. PA07-0080 (PM 35672)

Bond No. SUR7403302

Premium \$116,964.00

Surety XL Specialty Insurance Company

Principal Panattoni Construction, Inc.

Address Seaview House, 70 Seaview Avenue

Address 8775 Folsom Blvd., Suite 100

City/Zip Stamford, CT 06902

City/Zip Sacramento, CA 95826

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Panattoni Construction, Inc. (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA07-0080 (PM 35672), which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and XL Specialty Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **EIGHT MILLION SIX HUNDRED SIXTY FOUR THOUSAND AND NO/100 Dollars (**\$8,664,000.00**)**, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA07-0080 (PM 35672)

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on June 28, 2013.

NAME OF PRINCIPAL: Panattoni Construction, Inc.
Company Name

AUTHORIZED SIGNATURE(S): By [Signature] SVP
Name Erin Hamilton Title
[Signature] SVP
Name Patricia Hastic Title

NAME OF SURETY: XI Specialty Insurance Company
Company Name

AUTHORIZED SIGNATURE: [Signature]
Mary Ann Powell ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 9-24-13

[Signature]
City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA07-0080 - Faithful Performance Bond.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Georgia

County of Fulton

On June 28, 2013 before me, Anna Logue
Date Name and Title of Notary

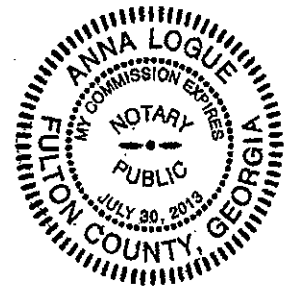
personally appeared Evan Hamilton
Name and or Names of Signer(s)

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 
Notary Public Signature
 Anna Logue



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

Individual
 Corporate Officer – Title(s): Senior Vice President
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
 Signer is representing _____
Panattoni Construction, Inc.

RIGHT THUMBPRINT OF SIGNER

Top of thumb

Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
 Signer is representing _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE }ss
}

On JULY 3, 2013, before me Judi Lowenthal, Notary Public, personally appeared

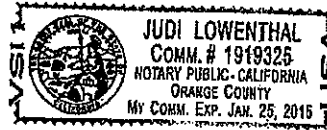
PATRICK HASTIE

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 Judi Lowenthal



(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type FAITHFUL PERFORMANCE BOND

Number of Pages 2 Date of Document 6/28/13

Signer(s) Other Than Named Above _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Illinois

County of Cook



On June 28, 2013 before me, Susan K. Landreth
Date Name and Title of Notary

personally appeared Mary Ann Powell
Name and or Names 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 *Susan K. Landreth*
Notary Public Signature
Susan K. Landreth

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
 - Corporate Officer -- Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
XL Specialty Insurance Company



- Individual
 - Corporate Officer -- Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____



~~VOID~~ ~~VOID~~ ~~VOID~~ ~~VOID~~

XL Group
Insurance
Reinsurance

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1504844

~~VOID~~ ~~VOID~~ ~~VOID~~ ~~VOID~~

NOW ALL MEN BY THESE PRESENTS: that XL Specialty Insurance Company, Greenwich Insurance Company, Delaware Insurance Companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Kimberly Bragg, Ila Delman, Mary Ann Powell, Mark V. Baechle, Christine Eitel

~~VOID~~ ~~VOID~~ ~~VOID~~ ~~VOID~~

each is true and lawful Attorney(s) in fact to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, when required, any and all bonds and undertakings in the future hereof, for the penal sum of one hundred million dollars in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s) in fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

~~VOID~~ ~~VOID~~ ~~VOID~~ ~~VOID~~

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 5th day of October, 2012:

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

~~VOID~~ ~~VOID~~ ~~VOID~~ ~~VOID~~

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney and the attorney named in the given power of attorney to execute, on behalf of the company, bonds and undertakings in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

~~VOID~~ ~~VOID~~ ~~VOID~~ ~~VOID~~

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officers this October 5th, 2012.

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY



~~VOID~~ ~~VOID~~ ~~VOID~~ ~~VOID~~

David S. Hewett
SENIOR VICE PRESIDENT

Attest: *Tou and Perkins*
SECRETARY

~~VOID~~ ~~VOID~~ ~~VOID~~ ~~VOID~~

On this 5th day of October, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say, that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



~~VOID~~ ~~VOID~~ ~~VOID~~ ~~VOID~~

R.W.D. Slavin
NOTARY PUBLIC

~~VOID~~ ~~VOID~~ ~~VOID~~ ~~VOID~~

SB-0034 - 3/11

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney Issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 27th day of June, 2012.



Toni Ann Perkins
SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 5th day of October, 2012.

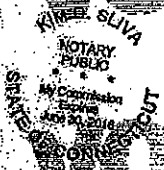


XL REINSURANCE AMERICA INC.
by: *[Signature]*
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the afore said instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Kimber Sliva
NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney Issued by said Corporation, and that I have compared same with the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 27th day of June, 2012.



Toni Ann Perkins
SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after October 5, 2017.
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

SB-0034 - 3/11

MATERIAL AND LABOR BOND

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

Public Improvements \$4,332,000 Project No. PA07-0080 (PM 35672)
Bond No. SUR7403302 Premium \$116,964.00
Surety XL Specialty Insurance Company Principal Panattoni Construction, Inc.
Address Seaview House, 70 Seaview Avenue Address 8775 Folsom Blvd., Suite 201
City/Zip Stamford, CT 06902 City/Zip Sacramento, CA 95826

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **Panattoni Construction, Inc.**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA07-0080 (PM 35672)**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **FOUR MILLION THREE HUNDRED THIRTY TWO THOUSAND AND NO/100 Dollars (**\$4,332,000.00**)**, lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA07-0080 (PM 35672)

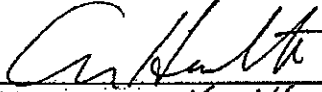
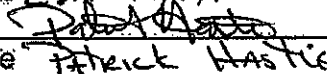
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on
June 28, 2013.

NAME OF PRINCIPAL: Panattoni Construction, Inc.
Company Name

AUTHORIZED SIGNATURE(S):

	<u>SVP</u>
Name <u>Evan Haggitt</u>	Title
	<u>Sev. R.</u>
Name <u>Patrick Hastic</u>	Title


NAME OF SURETY: XL Specialty Insurance Company
Company Name

AUTHORIZED SIGNATURE: Mary Ann Powell
Mary Ann Powell ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 9-24-13


City Attorney
City of Moreno Valley

W:\landDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA07-0080 - Material Labor Bond.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Georgia

County of Fulton

On July 3, 2013 before me, Anna Logue

Date

Name and Title of Notary

personally appeared Evan Hamilton

Name and or Names of Signer(s)

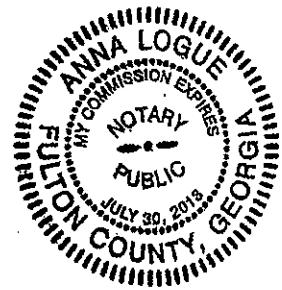
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 _____

Notary Public Signature
Anna Logue



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): Senior Vice President

Partner - Limited General

Guardian or Conservator

Attorney-in-Fact

Trustee

Other: _____

Signer is representing _____
Panattoni Construction, Inc.

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- Individual
- Corporate Officer – Title(s): _____

Partner - Limited General

Guardian or Conservator

Attorney-in-Fact

Trustee

Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE }ss
}

On JULY 3, 2013, before me Judi Lowenthal, Notary Public, personally appeared

PATRICK HASTIE

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 Judi Lowenthal



(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type MATERIAL + LABOR BOND

Number of Pages 2 Date of Document 6/28/13

Signer(s) Other Than Named Above _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Illinois

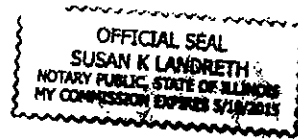
County of Cook

On June 28, 2013 before me, Susan K. Landreth
Date Name and Title of Notary

personally appeared Mary Ann Powell
Name and or Names 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 *Susan K. Landreth*
Notary Public Signature
Susan K. Landreth

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

Individual
 Corporate Officer -- Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
 Signer is representing _____
XL Specialty Insurance Company

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb

Individual
 Corporate Officer -- Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
 Signer is representing _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb

~~VOID~~ XL Group
Insurance
Reinsurance

~~VOID~~

~~VOID~~

~~VOID~~

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1504843

~~VOID~~

~~VOID~~

~~VOID~~

~~VOID~~

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware Insurance Companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Kimberly Bragg, Ila Delman, Mary Ann Powell, Mark V. Baechle, Christine Eitel

~~VOID~~

~~VOID~~

~~VOID~~

~~VOID~~

each its true and lawful Attorney(s) in fact to make, execute, attest, seal and deliver for and on its behalf as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof for the penal sum of one million dollars or any event to exceed UNLIMITED

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s) - in fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

~~VOID~~

~~VOID~~

~~VOID~~

~~VOID~~

The Power of Attorney is granted and is signed by facsimile and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 5th day of October 2012:

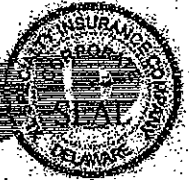
RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney authorizing the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 5th day of October 2012.

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY



David S. Hewett
SENIOR VICE PRESIDENT

Attest: *Tommy Ann Perkins*
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



David S. Hewett
NOTARY PUBLIC

SB-0034 - 3/11

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is a full and correct copy.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 28 day of June 2012.



Toni Ann Perkins
SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 5th day of October, 2012.



XL REINSURANCE AMERICA INC.

by: *John P. Welch*

SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*

SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of October, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the above instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Kim B. Silva
NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 28 day of June 2013.



Toni Ann Perkins
SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after October 5, 2017
SR0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

SB-0034 - 3/11

EXHIBIT "B"
DIF IMPROVEMENTS

EXHIBIT "B"

EXHIBIT B-1

PM 35672 (PA07-0080)

ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS - STREETS

INDIAN STREET				
CONSTRUCTION ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	7720	C.Y.	29.00	223,880
Aggregate Base Class II Thickness (ft.) 0.75 Area (sf) 173,805	9450	Ton	33.00	311,850
Asphalt Concrete Thickness (ft.) 0.45 Area (sf) 173,805	5670	Ton	80.00	453,600
Curb and Gutter - 8"	2,775	L.F.	30.00	83,250
Striping	1	L.S.	5,000.00	5,000
Traffic Control	1	L.S.	30,000.00	30,000
TOTAL				\$ 1,107,580

IRIS AVENUE				
CONSTRUCTION ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	4243	C.Y.	29.00	123,047
Aggregate Base Class II Thickness (ft.) 1 Area (sf) 76,380	5537	Ton	33.00	182,721
Asphalt Concrete Thickness (ft.) 0.5 Area (sf) 76,380	2768	Ton	80.00	221,440
Curb and Gutter - 8"	990	L.F.	30.00	29,700
Striping	1	L.S.	7,000.00	7,000
Traffic Control	1	L.S.	17,000.00	17,000
TOTAL				\$ 580,908

KRAMERIA AVENUE				
CONSTRUCTION ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	4616	C.Y.	29.00	133,864
Aggregate Base Class II Thickness (ft.) 0.75 Area (sf) 103,900	5649	Ton	33.00	186,417
Asphalt Concrete Thickness (ft.) 0.45 Area (sf) 103,900	3389	Ton	80.00	271,120
Curb and Gutter - 8"	1,387	L.F.	30.00	41,610
Striping	1	L.S.	4,000.00	4,000
Traffic Control	1	L.S.	19,000.00	19,000
TOTAL				\$ 656,011

EXHIBIT B-2

PM 35672 (PA07-0080)

ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS - TRAFFIC SIGNALS

Heacock Street @ Krameria Avenue Traffic Signal Cost \$274,100

EXHIBIT "C" – DIF Credit Calculation Table

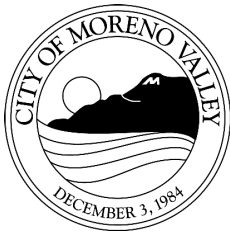
Item	Process for DIF Credit Calculation	Streets	Traffic Signals	Police	Fire	Libraries	Parks	Community / Rec Centers	Public Facilities	Interchange Improvement	2% Admin. Fee
1	Engineer's Estimate	\$2,344,499	\$274,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Project costs as identified in DIF study	\$1,814,200	\$274,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	Actual DIF Obligation	\$252,399	\$171,218	\$171,218	\$379,336	\$0	\$0	\$0	\$339,484	\$156,458	\$29,402
4	Developer's Credit Amount** - Least of Lines 1 & 3	\$252,399	\$171,218	\$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: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: May 13, 2014

TITLE: AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATIONS FOR THE CALIFORNIA ACTIVE TRANSPORTATION PROGRAM (ATP)

RECOMMENDED ACTION

Recommendation:

1. Authorize submission of grant funding applications for the California ATP.

SUMMARY

This report is requesting that the City Council authorize the Public Works Department to submit grant funding applications for the California Active Transportation Program (ATP) to fund non-motorized infrastructure improvements at multiple locations citywide.

DISCUSSION

The Active Transportation Program was created by California Senate Bill 99 (Chapter 359, Statutes of 2013) and California Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program that is annually funded by approximately \$129 million of various state and federal funds from appropriations in the annual Budget Act. Eligible projects for ATP grant funding include pedestrian facilities, traffic control devices, bicycle facilities, and recreational trails.

Projects must include at least 11.47% in matching funds except for stand-alone non-infrastructure projects and Safe Routes to Schools projects. The ATP is administered by the California Department of Transportation (Caltrans) and the deadline to submit grant applications for Cycle 1 of the ATP is May 21, 2014.

Table A depicts a list of eligible projects that was developed for the ATP based on these projects' potential to:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of non-motorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals.
- Enhance public health, including reduction of childhood obesity.
- Ensure that disadvantaged communities fully share in the benefits of the program.

In addition to the above factors, staff will review each project for existing right of way constraints, utility conflicts, connectivity to existing infrastructure, potential construction cost, collision history, and previous requests from staff and the general public. The Public Works Department will submit projects that have the best opportunity of being funded based upon the above cited criteria. Due to budgetary constraints, the ATP grant applications for Cycle 1 will only include Safe Routes to School projects where no matching fund is required.

Table A

No.	Project Description	Estimated Project Cost	Local Match (11.47% if required)
1	Install gap closure sidewalk on Dracaea Avenue and Eucalyptus Avenue, west of Nason Street, near Bear Valley & Moreno Elementary Schools, Mountain View Middle School, and Valley View High School. (Safe Routes to School project)	\$240,000	Not Required
2	Install gap closure sidewalk on Sandy Glade Avenue, west of Davis Street, near Midland Elementary School. (Safe Routes to School project)	\$254,000	Not Required
3	Install gap closure sidewalk on Ironwood Avenue, west of Kitching Street, near Cloverdale Elementary School. (Safe Routes to School project)	\$500,000	Not Required

4	Install gap closure sidewalk on Elsworth Street, south of Dracaea Avenue, near Towngate Elementary School. (Safe Routes to School project)	\$170,000	Not Required
5	Install gap closure sidewalk on Lasselle Street, north of Krameria Avenue, near Lasselle Elementary School, Vista Verde Middle School, and Rancho Verde High School. (Safe Routes to School project)	\$195,000	Not Required
6	Install gap closure sidewalk on Elder Avenue, between Nason Street and Morrison Street, near Valley View High School. (Safe Routes to School project)	\$460,000	Not Required
7	Install school crossing traffic signal at Cactus Avenue/Philo Street intersection, near Chapparal Hills Elementary School and Badger Springs Middle School. (Safe Routes to School project)	\$330,000	Not Required
TOTAL		\$2,149,000	\$0

ATP grant applications will be tailored and submitted to Caltrans such that the City of Moreno Valley would be the lead agency implementing some of these projects where the Moreno Valley and Val Verde Unified School Districts could be co-applicants in order to reflect a multi-agency collaborative effort.

The Active Transportation Program grant funding opportunity was discussed at two recent Traffic Safety Commission (TSC) meetings. The TSC supported staff's efforts and recommended to pursue all available funding opportunities to improve pedestrian and bicycle safety.

ALTERNATIVES

1. Authorize submission of grant funding applications for the California ATP. *Staff recommends this action so that the grant applications can be submitted before the May 21, 2014 deadline.*
2. Do not authorize submission of grant funding applications for the California ATP. *This alternative eliminates a potential funding source for eligible projects.*

FISCAL IMPACT

The Active Transportation Program is a reimbursable grant program. ATP projects are reimbursable for all eligible work and 11.47% local match is required, except for stand-alone non-infrastructure projects and Safe Routes to Schools projects. The City must use its own funds first and submit invoices to Caltrans Local Program Accounting (LPA)

for reimbursement. With no matching funding required for projects that are included in the Cycle 1 ATP grant applications, there is no anticipated fiscal impact.

CITY COUNCIL GOALS

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

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

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

NOTIFICATION

Staff has discussed the Active Transportation Program grant funding opportunity with the Moreno Valley and Val Verde Unified School Districts. Support letters from the school districts, surrounding schools, the TSC, and the Police Department will be requested and included with the application submittals.

ATTACHMENTS

Attachment 1: Map of Proposed ATP Projects

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

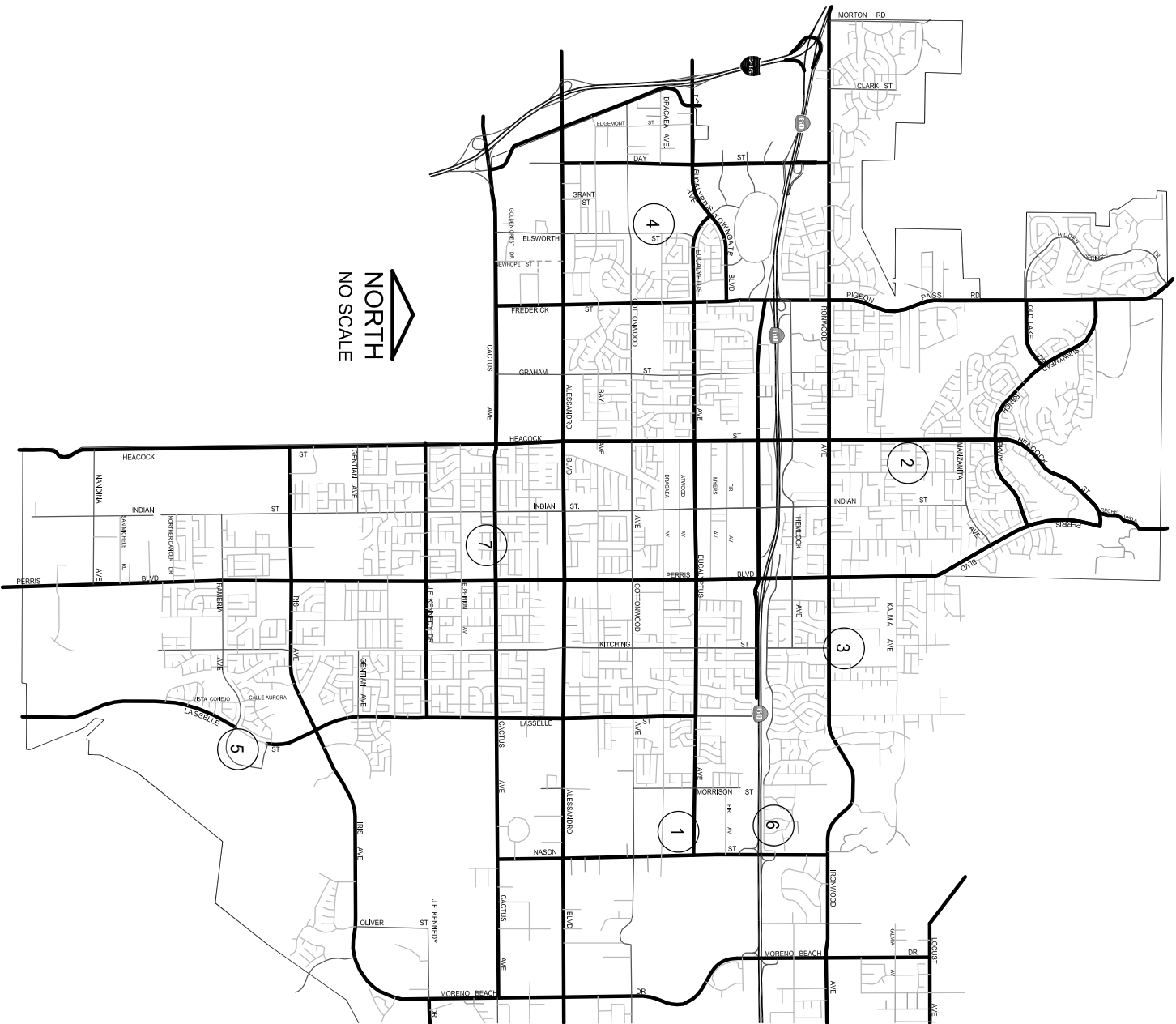
Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

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

City of Moreno Valley

*Public Works Department
Transportation Engineering Division
ACTIVE TRANSPORTATION PROGRAM (ATP)
LIST OF PROPOSED PROJECTS*

1. Install gap closure sidewalk on Ironwood Avenue, west of Dracaea Avenue, near Cloverdale Elementary School.
2. Install gap closure sidewalk on Ironwood Avenue, west of Kitching Street, near Cloverdale Elementary School.
3. Install gap closure sidewalk on Ironwood Avenue, south of Dracaea Avenue, near Towngate Elementary School.
4. Install gap closure sidewalk on Elsworth Street, north of Krameria Avenue, near Lasselle Elementary School, Vista Verde Middle School, and Rancho Verde High School.
5. Install gap closure sidewalk on Elder Avenue, between Nason Street and Morrison Street, near Valley View High School.
6. Install school crossing traffic signal at Cactus Avenue/Philo Street intersection, near Chapparral Hills Elementary School and Badger Springs Middle School.
7. Install school crossing traffic signal at Cactus Avenue/Philo Street intersection, near Chapparral Hills Elementary School and Badger Springs Middle School.



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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, P.E., Public Works Director/City Engineer

AGENDA DATE: May 13, 2014

TITLE: PA13-0009 – ACCEPT FINAL MAP AND ACCEPT AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS. DEVELOPER – RALPHS GROCERY COMPANY, AN OHIO CORPORATION, COMPTON, CA, 90220

RECOMMENDED ACTION

Recommendations:

1. Approve Final Map for PA13-0009, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
2. Accept the Agreement and Security for Public Improvements for Ralphs Grocery Company, an Ohio Corporation.
3. Authorize the Mayor to execute the Agreement.
4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

SUMMARY

This report recommends approval of the agreement by the City of Moreno Valley and Ralphs Grocery Company, an Ohio Corporation to construct the required public

improvements that are located on the northeast corner of Indian Street and Alessandro Boulevard. The project is funded by Ralphs Grocery Company, an Ohio Corporation.

DISCUSSION

On August 22, 2013, the Planning Commission of the City of Moreno Valley approved project PA13-0009 for the construction of a four island fueling station to include a 240 square foot kiosk. The project is located at the northeast corner of Indian Street and Alessandro Boulevard. The conditions of approval of the project require the developer to construct public improvements along the project limits.

The developer of this project has completed an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The street improvements include, but are not limited to: asphalt, base, curb, gutter, sidewalk, driveway approach, street lights, storm drain, striping, signage, water and sewer connections. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe.

Accompanying the agreement is Faithful Performance bond in the amount of \$171,000 and a Material and Labor bond in the amount of \$85,500 issued by Fidelity and Deposit Company of Maryland.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

Publication of agenda.

ATTACHMENTS

- Attachment 1 – Vicinity Map
- Attachment 2 – Agreement for Public Improvements
- Attachment 3 – Faithful Performance Bond
- Attachment 4 – Material and Labor Bond

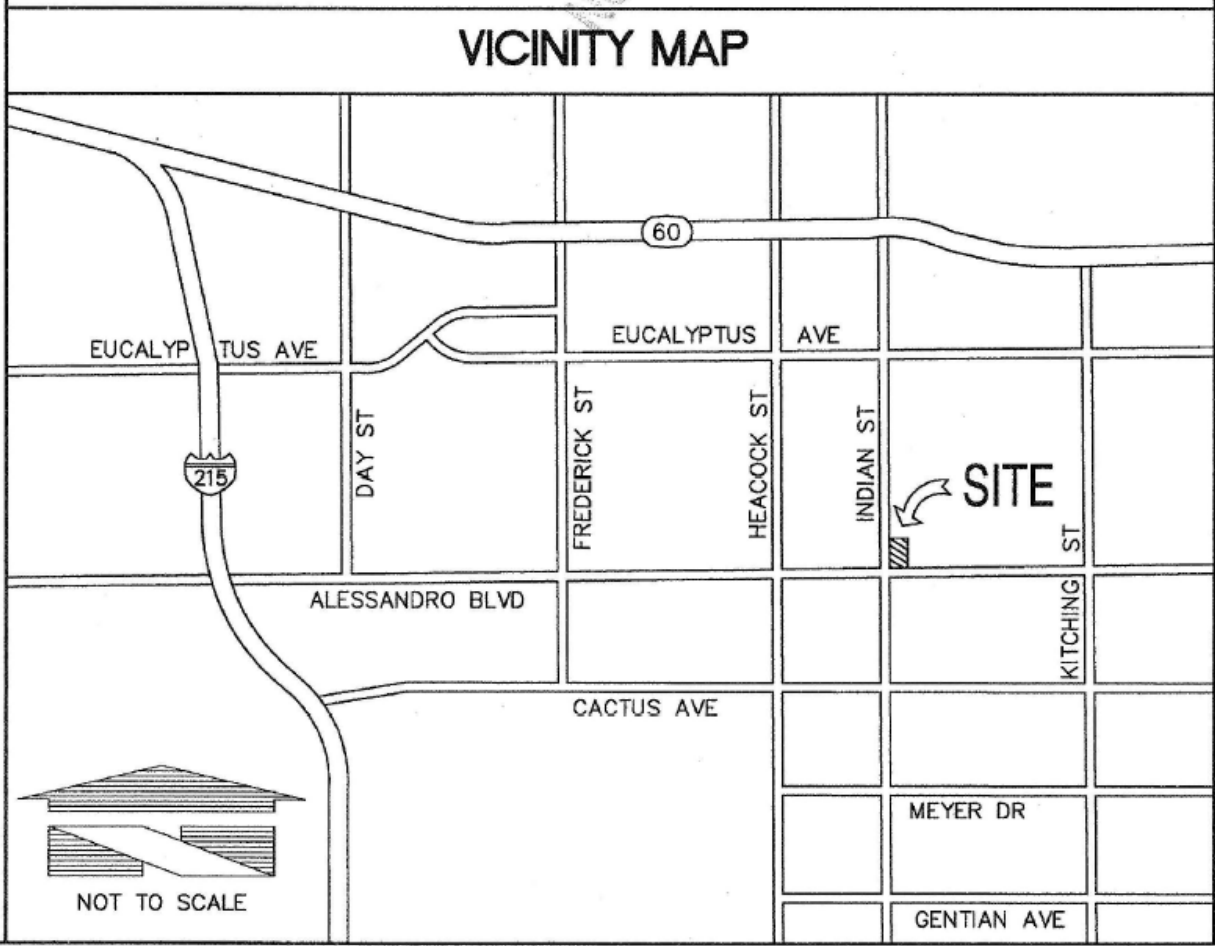
Prepared By:
Ariana Ayala
Management Analyst

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

Concurred By:
Hoang Nguyen
Associate Engineer

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

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CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA13-0009

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**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:

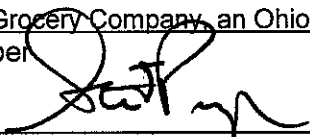
City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805


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: _____

Ralphs Grocery Company, an Ohio Corporation:
Developer

BY: 
Signature
Steven J. Prough
Print/Type Name
Vice-President & Assistant Secretary
Title
3/24/14

BY: 
Signature
Thomas B. Acevedo
Print/Type Name
Vice President & Assistant Secretary
Title
3/24/14

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

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

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

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 8

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.	33.00	0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
Street Work - DIF				
Roadway Excavation	100	C.Y.	29.00	2,900
A.B. Class II - Street 1	0.75	Thickness (ft.)		
	1400	S.F.	33.00	2,508
A.C. - Street 1	0.45	Thickness (ft.)		
	1400	S.F.	80.00	3,600
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
Street Work - TUMF				
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
			SUBTOTAL:	9,008

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
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 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 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:

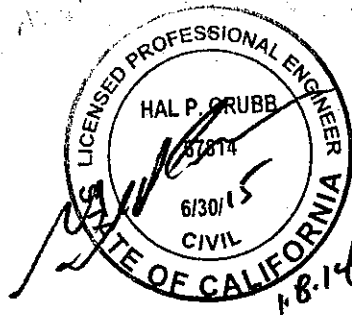
PAVEMENT SECTION WORK	:	\$9,008
OFFSITE STREET WORK	:	\$47,476
SPECIAL DISTRICTS	:	\$25,050
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$7,500
STORM DRAIN SYSTEM	:	\$7,000
WATER SYSTEM	:	\$9,470
SEWER SYSTEM	:	\$3,770
TRAFFIC IMPROVEMENTS	:	\$1,100
MONUMENTS/OTHER	:	\$3,000

TOTAL COST (VALUE) OF IMPROVEMENTS: \$113,374

+50% CONTINGENCY: \$56,687

GRAND TOTAL: \$170,061

FAITHFUL PERFORMANCE SECURITY AMOUNT: \$171,000



HMN
1-9-14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

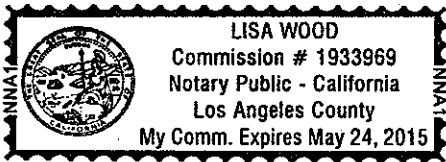
State of California

County of Los Angeles }

On 3-24-2014 before me, Lisa Wood, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven J. Prough
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.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature Lisa Wood
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

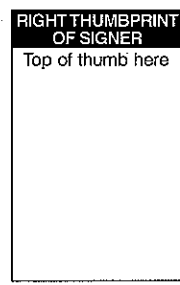
Title or Type of Document: Agreement for Public Improvements for Project No. PA13-0009
 Document Date: 03-24-2014 Number of Pages: 11 pages
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: STEVEN J. PROUGH
 Individual
 Corporate Officer — Title(s): Vice President and Assistant Secretary
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: Ralphs Grocery Company

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On April 11, 2014 before me, Bradley A. Johnson, Notary Public
Date Here Insert Name and Title of the Officer

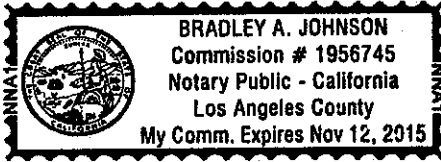
personally appeared Thomas B. Acevedo
Name(s) of Signer(s)

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

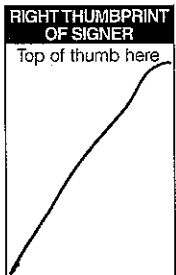
Title or Type of Document: Agreement for Public Improvements for Project No. PA13-0009

Document Date: 3/24/14 Number of Pages: eleven

Signer(s) Other Than Named Above: Steven J. Prough

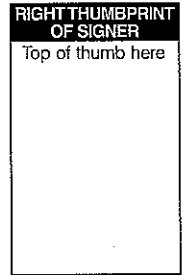
Capacity(ies) Claimed by Signer(s)

- Signer's Name: Thomas B. Acevedo
- Individual
 - Corporate Officer — Title(s): Vice Pres. & Asst. Secy
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: Rolphs Grocery Co.

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

RALPHS GROCERY COMPANY
an Ohio corporation

Date of Incorporation: September 26, 2003
Entity Type: for-profit corporation
Charter Number: 1413487
FEIN: 95-4356030

General Purpose: owns/operates retail grocery stores

OFFICERS

Donna Giordano	President
Paul D. Lammert	Vice President and Chief Financial Officer
James C. Aalberg	Vice President and Assistant Treasurer
✓ Steven J. Prough	Vice President and Assistant Secretary
Paul W. Heldman	Vice President and Secretary
Scott M. Henderson	Vice President and Treasurer
✓ Thomas Acevedo	Vice President and Assistant Secretary
Terry M. Evans	Vice President
Bryan Kaltenbach	Vice President
— Christopher G. O'Leary	Vice President
Bruce M. Gack	Assistant Secretary
Dorothy D. Roberts	Assistant Secretary
Christine S. Wheatley	Assistant Secretary
Mary Elizabeth Van Ofen	Assistant Treasurer
Joseph W. Bradley	Assistant Treasurer

DIRECTORS

David B. Dillon
Paul W. Heldman
J. Michael Schlotman

FOREIGN QUALIFICATIONS:

<u>State</u>	<u>Date</u>	<u>Jurisdiction ID</u>
Arizona	December 21, 2005	F-1250898-6
California	October 10, 2003	2560829
Illinois	November 14, 2003	63179728
Indiana	October 30, 2003	None
Nevada	November 3, 2003	C26959-2003

5/9/2013

RALPHS GROCERY COMPANY

ASSISTANT SECRETARY'S CERTIFICATE

I, Dorothy D. Roberts, Assistant Secretary of Ralphs Grocery Company, a corporation organized and existing under and by virtue of the laws of the State of Ohio (the "Company") do hereby certify that the following is a true and exact copy of certain resolutions adopted by the Board of Directors of the Company through an action by unanimous written consent dated as of March 8, 2012; and I further certify that the following resolutions have not been amended, modified or rescinded and remain in full force and effect:

RESOLVED, That any of the following persons be, and they hereby are, authorized for and on behalf of the Company to sell or transfer real property, and to execute and deliver deeds and any other documents necessary or incident thereto where the consideration for any such sale or transfer does not exceed the sum of Fifty Million Dollars (\$50,000,000) in the aggregate in one transaction, to wit: the President, any Vice President, the Secretary, the Treasurer, and any other person duly authorized by the President; and that the Secretary or any Assistant Secretary may impress thereon the seal of the Company and attest the execution of such deeds or other documents, and be it further

RESOLVED, That any one of the aforementioned persons be, and each hereby is, authorized for and on behalf of the Company to contract for the purchase by the Company of real property, and to execute and deliver any documents necessary or incident to such purchase where the consideration for any one such purchase does not exceed the sum of Fifty Million Dollars (\$50,000,000); and that the Secretary or any Assistant Secretary may impress thereon the seal of the Company and attest the execution of such contracts or other documents, and be it further

RESOLVED, That any one of the aforementioned persons be, and each hereby is, authorized for and on behalf of the Company to acquire equipment, real property, leasehold interests in real property and other interests relating to the Company's operations and to execute and deliver documents necessary or appropriate in connection with such acquisition, where the aggregate consideration for any transaction or series of related transactions does not exceed Fifty Million Dollars (\$50,000,000); and be it further

RESOLVED, That any one of the aforementioned persons be, and each hereby is, authorized for and on behalf of the Company to execute all documents related to the disposition of Company interests by leasing, subleasing or assigning of leases, for real property used or acquired by the Company in connection with its operations where the aggregate consideration for any transaction or series of related transactions does not exceed Fifty Million Dollars (\$50,000,000); and be it further

RESOLVED, That any one of the aforementioned persons be, and each hereby is, authorized for and on behalf of the Company, to grant easements, right-of-

way dedications and such other instruments necessary for the partitioning and/or development of the real property of the Company; and be it further

RESOLVED, That any one of the aforementioned persons be, and each hereby is, authorized for and on behalf of the Company, to execute all documents necessary in such officer's judgment, to enter into one or more partnerships or limited liability companies for the purpose of purchasing, owning, leasing, developing and selling real property, and be it further

RESOLVED, That any one of the aforementioned persons be, and each hereby is, authorized to execute such documents as may be deemed necessary, desirable or appropriate, in such officer's judgment, in the business operations of any such partnership or limited liability company, on behalf of the Company as a partner or member, as the case may be, including, but not limited to, guaranty or loan participation agreements and loan documents for construction loans and permanent loans, provided that all loans for any one property do not exceed the sum of Fifty Million Dollars (\$50,000,000) in the aggregate, and be it further

RESOLVED, That any one of the aforementioned persons be, and each hereby is, authorized to guarantee in the name of and on behalf of the Company any lease or other obligation incurred in the ordinary course of business by any wholly-owned subsidiary or any other corporation or business entity in which the Company holds at least a 20% ownership interest, whether through voting stock, or otherwise, and be it further

RESOLVED, That any one of the aforementioned persons be, and each hereby is, authorized to guarantee in the name of and on behalf of the Company any obligation of any third party when such guaranty is deemed necessary or desirable in the furtherance of the Company's business interests, provided that the obligations guaranteed on behalf of such third party do not exceed the sum of Fifty Million Dollars (\$50,000,000), and be it further

RESOLVED, That any one of the aforementioned persons be, and each hereby is, authorized in the name of and on behalf of the Company to make a loan to any third party when such loan is deemed necessary or desirable in the furtherance of the Company's business interests, provided that the amount of such loan does not exceed the sum of Fifty Million Dollars (\$50,000,000).

IN WITNESS WHEREOF, I have hereunto set my hand on the 9th day of January, 2014.



Dorothy D. Roberts
Assistant Secretary

Bond 09123047

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Ralphs Grocery Company, an Ohio Corporation,
as Principal, and Fidelity and Deposit Company of Maryland,
a corporation duly organized and existing under and by virtue of the laws of the State of Maryland,
as Surety, are held and firmly bound unto the City and County of City of Moreno Valley, in the sum
of \$171,000.00

City of Moreno Valley lawful money of the United States of America, to be paid to the City and County of
City of Moreno Valley for which payment, well and truly to be made, we bind ourselves, our
executors and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION is such that

WHEREAS, said Principal has entered into agreement, effective February 5, 2014 with
the City and County of City of Moreno Valley, for the use of certain
premises, facilities, and operations at Store #F4L-398 and is required by said City and
County of City of Moreno Valley to give this bond in connection therein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform all of the covenants,
terms and conditions of said Agreement, (which by reference is made a part hereof), inclusive of but not restricted to the
payment of consideration, then this obligation shall be null and void, otherwise to remain in full force and effect; and shall be
effective February 5, 2014.

Signed, sealed and dated this 5 day of February, 2014.



(Principal) Ralphs Grocery Company, an Ohio Corporation

BY: Dorothy D. Roberts
(Title) Dorothy D. Roberts (Seal)
Assistant Secretary

(Surety) Fidelity and Deposit Company of Maryland

BY: Beatriz Polito
Beatriz Polito, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **C. R. HERNANDEZ, Katherine J. FOREIT, Adrienne C. STEVENSON, Beatriz POLITO, Amy B. WICKETT, John K. JOHNSON and Douglas M. SCHMUDE**, all of Chicago, Illinois, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of June, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By: _____
*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 25th day of June, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



STATE OF ILLINOIS
COUNTY OF COOK

I, Katherine J. Foreit, a Notary Public in and for said County, do hereby
certify that Beatriz Polito as Attorney-in-Fact, of the

FIDELITY AND DEPOSIT COMPANY OF MARYLAND	A Maryland Corporation
---	-------------------------------

who is personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person, and acknowledged that they
signed, sealed, and delivered said instrument for and on behalf of

FIDELITY AND DEPOSIT COMPANY OF MARYLAND	A Maryland Corporation
---	-------------------------------

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,
this 5 day of February A.D. 2014

Katherine J Foreit
Notary Public



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Bond Number 09123048

SUBCONTRACT LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT Ralphs Grocery Company, an Ohio Corporation
1100 W. Artesia Blvd., Compton, CA 90220

(Full Name [top line] and Address [bottom line] of Principal)

as Principal, hereinafter called Principal, Fidelity and Deposit Company of Maryland, as Surety, hereinafter called

Surety, are held and firmly bond City of Moreno Valley
14177 Frederick, Moreno Valley, CA 92552

(Full Name [top line] and Address [bottom line] of Obligee)

as Obligee, hereinafter called Obligee, for the use and benefit of claimants as herein below defined, in the amount of Eighty-five

~~Thousand Five Hundred Dollars And Zero Cent~~

Dollars \$85,500.00 for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 5, 2014 entered into a subcontract with Obligee for development of a new fueling center facility - Store #F4L 398

which subcontract is by reference made a part hereof, and is hereafter referred to as the subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the subcontract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the subcontract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any cost or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant,

(a) After, the expiration of one (1) year following the date on which Principal ceased work on said subcontract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed February 5, 2014



Ralphs Grocery Company, an Ohio Corporation

Principal

By:

Dorothy D. Roberts

Dorothy D. Roberts
Assistant Secretary

Fidelity and Deposit Company of Maryland

By:

Beatriz Polito

Beatriz Polito,

Attorney-in-Fact

S-3964

LMS-20312 02/13

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **C. R. HERNANDEZ, Katherine J. FOREIT, Adrienne C. STEVENSON, Beatriz POLITO, Amy B. WICKETT, John K. JOHNSON and Douglas M. SCHMUDE**, all of Chicago, Illinois, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of June, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By: _____
*Assistant Secretary
 Gregory E. Murray*

Thomas O. McClellan

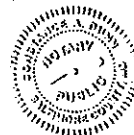
*Vice President
 Thomas O. McClellan*

State of Maryland
 City of Baltimore

On this 25th day of June, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



 Constance A. Dunn, Notary Public
 My Commission Expires: July 14, 2015

STATE OF ILLINOIS
COUNTY OF COOK

I, Katherine J. Foreit, a Notary Public in and for said County, do hereby
certify that Beatriz Polito as Attorney-in-Fact, of the

FIDELITY AND DEPOSIT COMPANY OF MARYLAND	A Maryland Corporation
---	-------------------------------

who is personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person, and acknowledged that they
signed, sealed, and delivered said instrument for and on behalf of

FIDELITY AND DEPOSIT COMPANY OF MARYLAND	A Maryland Corporation
---	-------------------------------

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,
this 5 day of February A.D. 2014

Katherine J Foreit
Notary Public



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2 day of February, 2014.



James M. Carroll, Vice President



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: Betsy Adams, Director of Parks and Community Services

AGENDA DATE: May 13, 2014

TITLE: AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON FRIDAY, JULY 4, 2014

RECOMMENDED ACTION

Recommendations:

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2014.
 - a. Frederick Street between Centerpointe Drive and Cactus Avenue;
 - b. TownGate Boulevard between Frederick Street and Heritage Way;
 - c. TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
 - d. Brabham Street between Frederick Street and Andretti Street;
 - e. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;
 - f. Atlantic Circle east of Frederick Street;
 - g. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
 - h. Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;
 - i. Bay Avenue between Kristina Court and Courage Street;
 - j. Alessandro Boulevard between Elsworth and Graham Street;
 - k. Brodiaea Avenue between Joy Street, and Frederick Street;
 - l. Resource Way between Frederick Street and Corporate Way;
 - m. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
 - n. Calle San Juan De Los Lagos between Frederick Street and Veterans Way;
 - o. Veterans Way between Elsworth and Frederick Boulevard;

- p. New Hope Drive between Veterans Way and Elsworth;
 - q. Veterans Way between Cactus Avenue and Alessandro Boulevard;
 - r. Goldencrest between Newhope Drive and Veterans Way
2. Authorize the closure of Dracaea Avenue between Morrison Street and Mascot Street, between the hours of 6:00 a.m. and 11:00 p.m. Friday, July 4, 2014, for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2014.
 3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets in the vicinity of Morrison Park as directed by the Moreno Valley Police Department.

SUMMARY

The 2014 Independence Day festivities this year will take place on July 4, 2014. Staff is requesting that City Council authorize the street closures outlined above for the City's Independence Day Celebration. Street closures for both the parade and the festival site are similar to the closures for the 2013 event. The parade will start at 9:30 a.m. on Frederick Street, south of Alessandro Boulevard. The festival and fireworks will be held at Mountain View Middle School and Morrison Park starting at 2:00 p.m. and 9:00 p.m. respectively.

DISCUSSION

The recommended street closures for both the parade and the festival site are similar to the closures for the Independence Day festivities in 2013. Below is a summary of events and street closures planned for the 2014 Independence Day festivities.

1. Parade Discussion

The parade this year will take place on July 4, 2014. Parade participants will enter north onto Veterans Way from Cactus Avenue and check in near San Juan De Los Lagos. Staging for the parade will take place on Calle San Juan de Los Lagos, Corporate Way, and Resource Way. The parade route will begin on Frederick Street at Alessandro Boulevard and go north on Frederick Street to TownGate Boulevard, turn west on TownGate Boulevard, turn north onto Heritage Way and disband into the parking lot located between the rear of the Burlington Coat Factory store and the theater in the TownGate Shopping Center. The parade will begin promptly at 9:30 a.m. and conclude prior to 12:00 noon. Staff is anticipating approximately 7,000 participants and spectators for the parade.

The street closures being requested will allow sufficient time for safe passage during the event for all event participants and spectators. Traffic entering and/or leaving commercial establishments will be restricted during the parade. All

barricades at intersections will be removed no later than 12:00 noon. Police officers will be stationed at the following major intersections for safety purposes.

- Cactus Avenue and Frederick Street
- Alessandro Boulevard and Frederick Street
- Cottonwood Avenue and Frederick Street
- Frederick Street and TownGate Boulevard
- TownGate Boulevard and Heritage Way
- Veterans Way and Alessandro Boulevard
- Heritage Way and Town Circle

2. Festival and Fireworks Display Discussion

Festivities will continue on July 4, 2014 from 2:00 p.m. (gates open at 1:00 p.m.) to 10:00 p.m. with the Family Fun Fest activities at Mountain View Middle School/Morrison Park. Similar to the previous year's festival, the afternoon activities will be held at Mountain View Middle School and Morrison Park. Staff is anticipating approximately 20,000 spectators to attend the festivities. There will be food, arts and crafts, game booths, clowns and entertainment. This year's festival will again include a wine and beer garden.

A main stage and a community stage will guarantee enjoyment for the entire family. There will be several entertainers this year. At 3:00 p.m., Pacific Crest Band will perform at the festival site. At 4:00 p.m., a performance by "Fortunate Son – Creedence Clearwater Revival Tribute" followed by "The Long Run – Eagles Tribute," and then "DSB – Journey Tribute." As a grand finale, the event will conclude with a fireworks extravaganza at 9:00 p.m., which will be simulcast with patriotic music by KOLA (99.9 FM).

Presale tickets for the event are available at the Moreno Valley Conference and Recreation Center from June 9 to July 3. Cost is \$2 per person or \$10 for a family (up to 6 people). On July 4, entry is free between 1:00 p.m. and 4:00 pm. After 4:00 p.m., entry fee is \$3 per person. Military service members with valid identification and children under 5 are free.

Based on past years, the Moreno Valley Police Department and the Transportation Division are recommending closure of the previously mentioned streets to allow sufficient time for safe passage before, during, and after the event for all event participants and spectators. Barricades placed at intersections designated for one-way traffic will be removed no later than 11:00 p.m. Police officers will be stationed at major intersections as directed by the Moreno Valley Police Department.

As part of the Fourth of July planning process, businesses and residents that are potentially affected by the street closures will receive written notification of the street closures scheduled to take place.

ALTERNATIVES

1. Approve street closures as recommended.
2. Provide direction to staff on alternate parade route and/or street closures.

FISCAL IMPACT

The funding for the Independence Day festivities was included within the adopted budget. The operating budget for the 2014 Independence Day festivities is allocated in various expenditure accounts of the Moreno Valley Community Service District (Zone A) for FY 2013/2014 and initially to account 5011-50-58-35317 for FY 2014/2015. Planned expenditures for the 2014 event are summarized below:

Expenditure Category	Amount
600000 – Personnel Services	\$52,655
620000 – Contractual Services	\$73,650
630000 – Materials and Supplies	\$16,200
Total	\$142,505

Additional cost for Police officers is budgeted within the Police Department's program overtime budget and funded by the City's General Fund.

Revenue of \$50,000 for Independence Day is included in the FY 2013/2014 budget. In addition, staff and the July 4th Advisory Board are seeking event sponsors. As of April 21, 2014, \$6,500 in sponsorships have been obtained.

CITY COUNCIL GOALS

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

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

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

NOTIFICATION

Publication of the agenda.

ATTACHMENTS

1. 2014 Proposed Parade Route Map
2. 2014 Proposed Fun Fest Street Closure Map

Prepared By:
Bridget Amaya
Community Services Supervisor

Department Head Approval:
Betsy Adams
Director of Parks and Community Services

Concurred By:
Eric Lewis
City Traffic Engineer

Concurred By:
Joel Ontiveros
Police Chief

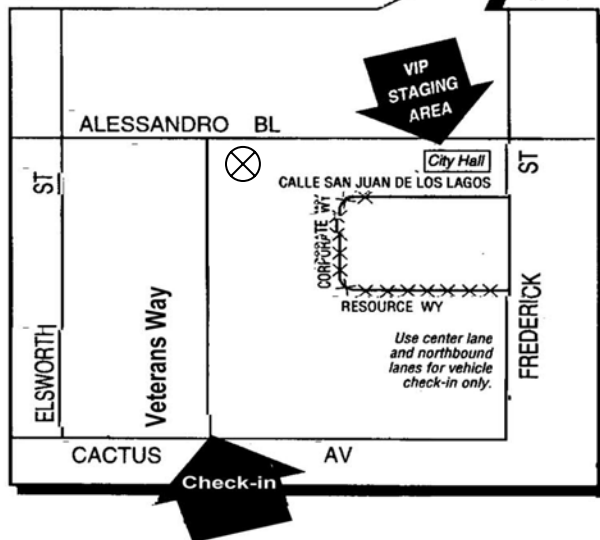
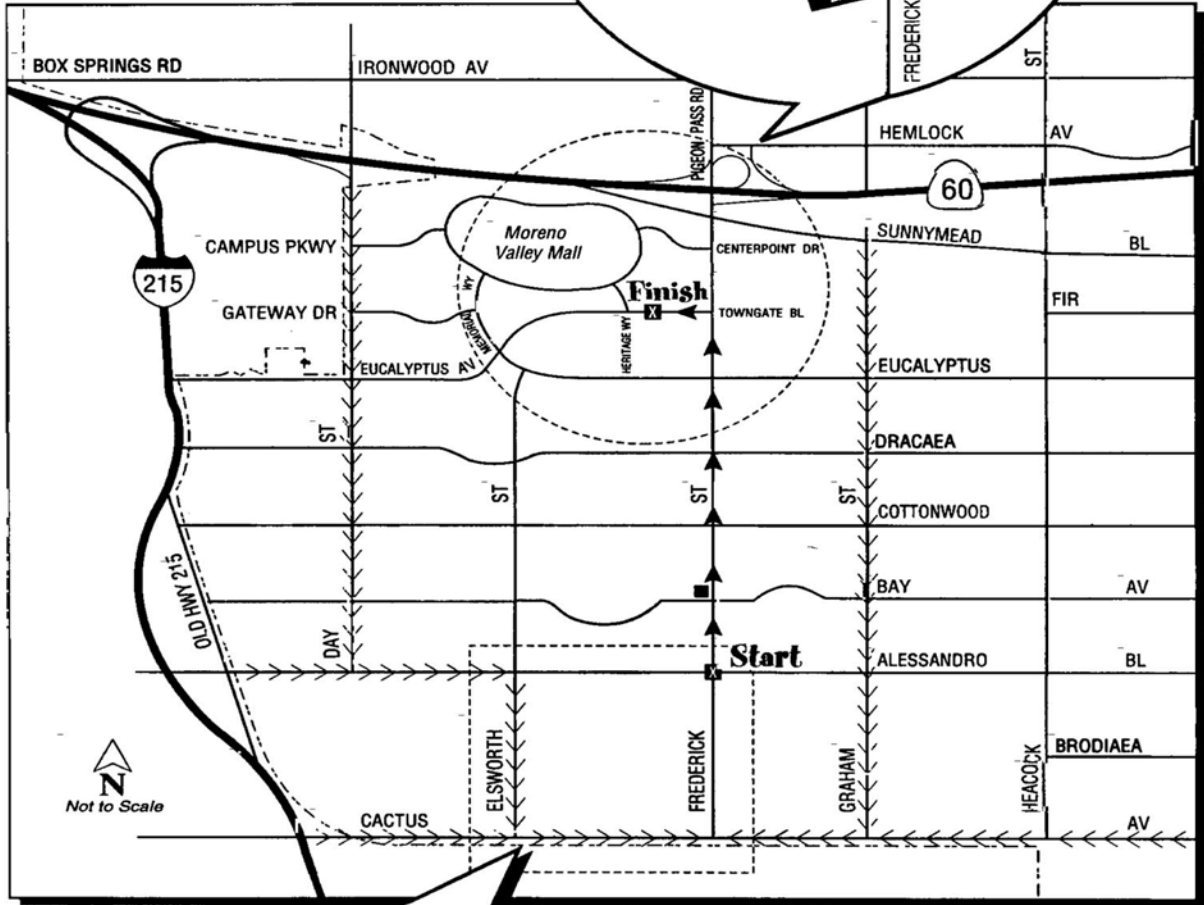
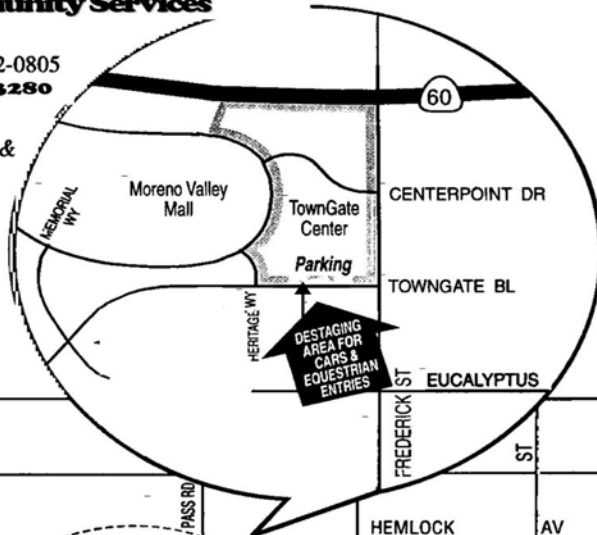
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**Moreno Valley
Parks and Community Services**

Attachment 1

P.O. Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3280
FAX: (951) 413-3719
For pre-recorded parade & festival information, call:
(951) 413-3281

4th of July Parade Route



IMPORTANT— Please Read!

Please report first to the check-in tent located on Veterans Way north of Cactus Avenue. Entries must enter from Cactus. Equestrian entries may enter into the Equestrian lot off of Alessandro and Veterans Way. Please note the following timetable:

- Check-in and staging begins at 7:30a.m.
- Parade will begin at approximately 9:30 a.m.

Legend



- ▲ Parade Route
- × Staging Area
- > Check-In Approach Routes
- Judging Stand
- ⊗ Equestrian Parking

Item No. A.11

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2014 Fourth of July Fun Fest Street Closure



 Closure at Morrison and Dracaea
 Closure at Dracaea and Mascot

-521-

Item No. A.11

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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, P.E., Public Works Director/City Engineer

AGENDA DATE: May 13, 2014

TITLE: AUTHORIZE THE AGREEMENT FOR REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRICAL FACILITIES AND AMEND PURCHASE ORDER WITH SOUTHERN CALIFORNIA EDISON FOR THE NASON STREET IMPROVEMENTS FROM CACTUS AVENUE TO FIR AVENUE PROJECT NO. 801 0001 70 77

RECOMMENDED ACTION

Recommendations:

1. Authorize the City Manager to execute the Agreement for Replacement of Overhead with Underground Electrical Facilities with Southern California Edison (SCE) for the Nason Street Improvements from Cactus Avenue to Fir Avenue.
2. Authorize an increase to the Purchase Order to SCE in the amount of an additional \$536,000 in Account No. 2000-70-77-8001.
3. Authorize a deposit payment to SCE in an amount up to \$536,000 for the engineering of the proposed Rule 20B Undergrounding of SCE facilities for the Nason Street Improvements from Cactus Avenue to Fir Avenue.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreements with SCE up to, but not exceeding, the existing purchase order contingency of \$24,000, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of an Agreement and an increase in the Purchase Order for SCE to replace overhead with underground electrical facilities for the Nason Street Improvements from Cactus Avenue to Fir Avenue. The project is funded with Total Road Improvement Program (TRIP) monies (Fund 3411) and has been approved in the Fiscal Year 2013/2014 Capital Improvement Plan (CIP).

DISCUSSION

On July 26, 2011, the City Council authorized the addition of the Nason Street Improvements from Cactus Avenue to Fir Avenue Project to the Fiscal Year 2011/2012 CIP and the appropriation of up to \$15 million in California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B TRIP monies for the project. At this same meeting, the City Council adopted Resolution No. 2011-81 approving the sale, execution, and delivery of not more than \$20 million in principal amount of COPS monies.

On February 28, 2012 City Council approved staff's recommendation to schedule a public hearing for March 27, 2012 to consider establishing an underground utility district along Nason Street from Cactus Avenue to Fir Avenue. At the March 27, 2012 City Council meeting, a public hearing was conducted and a proposed ordinance for the establishment of an underground utility district was introduced. A second reading of the proposed ordinance was conducted at the City Council meeting on April 10, 2012. No comments were received, verbally at the public hearing or submitted in writing to the City within the specified timeframe; therefore, City Council adopted Ordinance No. 841 at its April 10, 2012 meeting, thereby establishing the underground utility district. On December 11, 2012 the City Council authorized a Purchase Order for SCE in the amount of \$144,000 (\$120,000 plus a 20% contingency of \$24,000) as an initial deposit to provide for the design and engineering for the undergrounding of SCE's electrical facilities on Nason Street from Cactus Avenue to Fir Avenue.

City Council adopted a Mitigated Negative Declaration (MND) for the project at its meeting on November 27, 2012. As stated in the MND, the mitigation measures included in the Initial Study and ultimately incorporated into the project construction specifications will reduce all potential environmental impacts of the improvements.

The Nason Street Improvements Project proposes to construct improvements along Nason Street from Cactus Avenue to Fir Avenue for a 4-lane divided arterial, augmented parkway with 120 foot right of way and 86 foot roadway width. The improvements will include curb and gutter, sidewalk, street lights, drainage facilities, and undergrounding of overhead utilities. Traffic signal modifications will be constructed at Fir Avenue, Eucalyptus Avenue, Dracaea Avenue, Cottonwood Avenue, and Alessandro Boulevard. A new traffic signal at the Medical Center will also be completed. Undergrounding of overhead utilities under Rule 20A and Rule 20B program and installation of proposed utilities are also part of the improvements.

SCE has completed the design to underground the overhead facilities. SCE's plans under the Rule 20B Program are incorporated into the City's Nason Street Improvements from Cactus Avenue to Fir Avenue project bid documents. The power poles and overhead utilities from Fir Avenue to approximate 400 feet north of Bay Avenue are undergrounded under Rule 20A at SCE's expenses. The power poles and overhead utilities from approximate 400 feet north of Bay Avenue to Cactus Avenue are undergrounded under Rule 20B at City's expenses.

The Agreement for Replacement of Overhead with Underground Electrical Facilities delineates the work to be performed by SCE and the City, the estimated cost of the design engineering, right of way, schedule of work, ownership of SCE facilities, etc. The City provided SCE with an initial deposit of \$120,000 plus an additional \$24,000 contingency to provide for SCE's initial design and engineering services. The \$536,000 increase in the Purchase Order will provide for all necessary design and engineering costs, procurement and installation of all materials except duct and substructures for the Rule 20B portion, permits, inspection, as well as the construction costs to remove its overhead electrical facilities after the undergrounding facilities have been installed. When the undergrounding has been completed, SCE will provide an accounting and determine whether a refund will be provided or whether the City owes additional money.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the undergrounding of SCE's electrical facilities.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the timely construction of the undergrounding of SCE's electrical facilities.*

FISCAL IMPACT

The City Council authorized the Nason Street Project from Cactus Avenue to Fir Avenue in the Fiscal Year 2011/2012 CIP and the appropriation of up to \$15 million for the project. The project is fully funded in the Fiscal Year 2013/2014 CIP. **There is no impact to the General Fund.**

The previously approved initial deposit payment amount of \$120,000 to SCE and the revised remaining work cost estimate of \$536,000 resulting in a total cost of \$656,000 for SCE to complete all necessary work related to Rule 20B as needed for the ultimate widening of Nason Street between Cactus Avenue and Fir Avenue.

AVAILABLE BUDGETED FUNDS – FISCAL YEAR 2013/2014

Total Road Improvement Program (TRIP) Fund (Account 3411-70-77-80001) (Project No. 801 0001 00 77-3411)	\$11,767,390
Total Project Budget	\$11,767,390

ESTIMATED PROJECT COSTS - FISCAL YEAR 2013/2014:

Construction Costs (includes 10% contingency)	\$8,770,000
Design Engineering and Environmental Costs	\$833,000
Right of Way Acquisition	\$520,000
Design Construction Support	\$90,000
Southern California Edison undergrounding Rule 20B	\$680,000
Construction Geotechnical Services.....	\$60,000
Construction Surveying Services	\$175,000
Construction Management and Inspection Services	\$520,000
Project Administration *	\$110,000
Total Estimated Construction-Related Project Costs	\$11,758,000

**City staff will provide Project Administration and oversight for the Construction Management and Inspection Services*

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	June 2014
Anticipated Completion of Construction	November 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.

NOTIFICATION

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the area have been notified of the proposed construction.

ATTACHMENTS

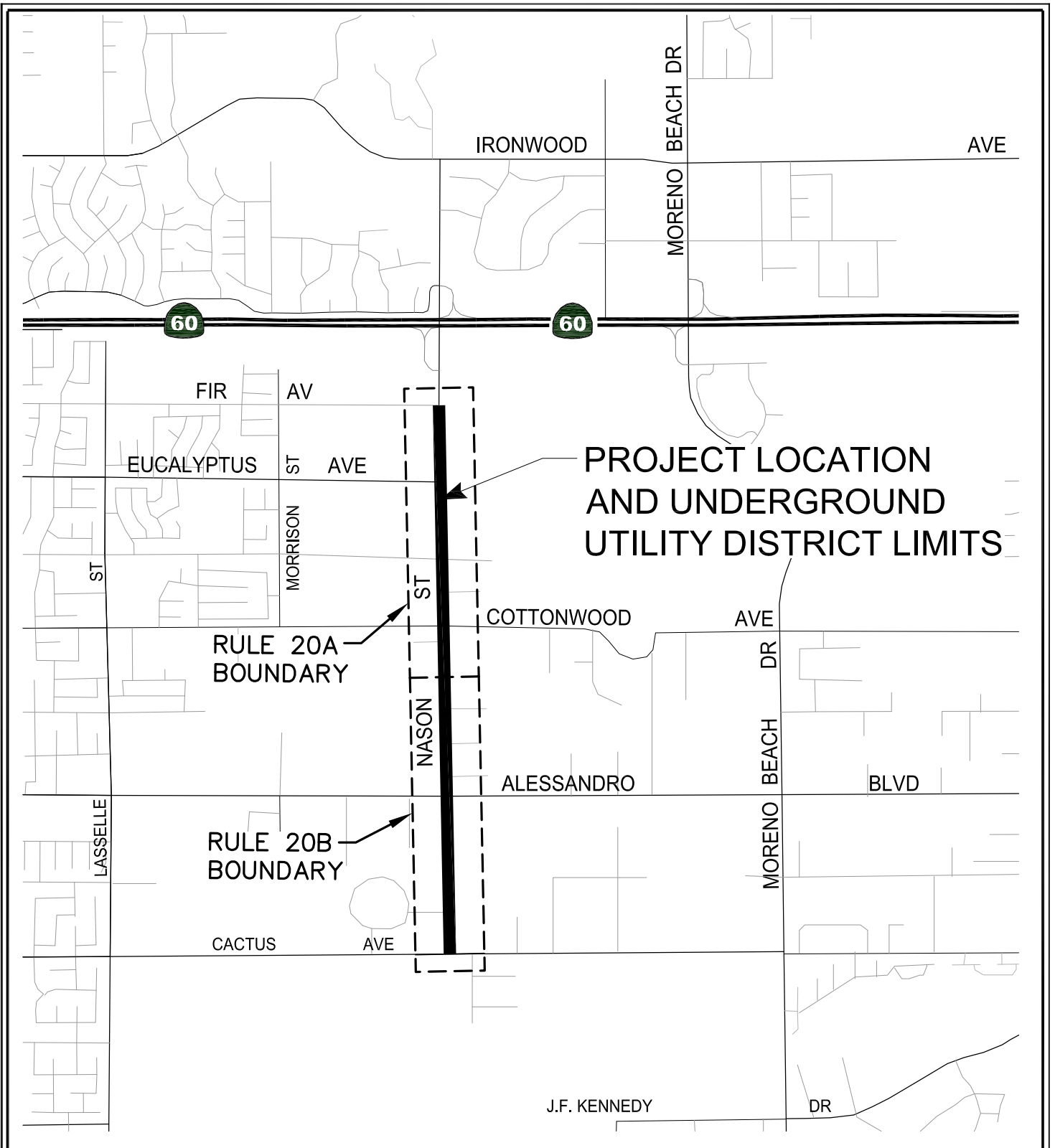
- Attachment 1: Location Map
- Attachment 2: Agreement for Replacement of Overhead with Underground Electrical Facilities (Draft)

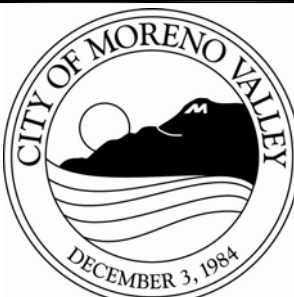
Prepared By:
Henry Ngo
Senior Engineer, P.E.

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

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	<h1>LOCATION MAP</h1>		
	Public Works Department Capital Projects Division	STREET IMPROVEMENTS FOR NASON STREET FROM CACTUS AVENUE TO FIR AVENUE UTILITY UNDERGROUNDING MAP PROJECT NUMBER 801 0001 70 77	
	Scale: None ATTACHMENT 1		

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AGREEMENT FOR REPLACEMENT OF OVERHEAD
WITH UNDERGROUND ELECTRICAL FACILITIES

DRAFT

THIS AGREEMENT, made this _____ day of _____ 2014 between SOUTHERN CALIFORNIA SCE COMPANY, a corporation, hereinafter called "SCE" and City of Moreno Valley, hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS the Customer has requested SCE to replace SCE's existing overhead 12kV distribution/telecommunication line(s) and appurtenant facilities (hereinafter referred to as Electrical Facilities) with underground facilities to accommodate the development of Nason Street, said facilities to be placed underground along Nason Street in the City of Moreno Valley, County of Riverside, State of California, and as shown on the Base Map/Work Order map attached hereto and made a part hereof; hereinafter referred to as Project Area; and

WHEREAS, SCE is the holder of certain easement(s) and fee right of way for its existing line(s) and appurtenant facilities; and

WHEREAS it is necessary for the Customer to agree in writing to perform the necessary trenching and substructure work, agreed upon previously in accordance with SCE's rules to enable SCE to discontinue SCE's overhead service upon completion of SCE's underground facilities; and

WHEREAS, the Customer has agreed to pay SCE the sum hereinafter set forth to relocate, underground, all distribution/telecommunication facilities within the Project Area; said costs having been determined by SCE's standard accounting practices and in accordance with CPUC Rule 20B;

NOW, THEREFORE, it is mutually agreed by and between SCE and the Customer as follows, viz.:

1. RELOCATION OF ELECTRICAL FACILITIES.

SCE shall relocate and underground said Electrical Facilities within the Project Area in accordance with the schedule herein.

2. WORK TO BE PERFORMED BY SCE.

- a) SCE shall procure and install all materials except ducts and substructures which are to be procured and installed by the Customer and provide all engineering work related to the relocation of said Electrical Facilities.
- b) SCE shall inspect and approve all ducts and substructures procured and installed by the Customer prior to deeding these ducts and substructures to SCE. Upon acceptance of facilities from the Customer SCE will be responsible for all further modifications and/or maintenance, in accordance with Items in this agreement.

- c) SCE shall remove its overhead Electrical Facilities after the underground facilities have been installed, energized, and placed into permanent service.
- d) SCE shall prepare the Joint Use Agreement document(s) and all other documents for replacement rights and clearance of encumbrance matters which could prevent or interfere with SCE's use of the easement area to be granted.
- e) SCE shall obtain, if required, California Public Utility Commission Permits.
- f) SCE shall secure necessary State Highway Crossing Agreements.

3. WORK TO BE PERFORMED BY THE CUSTOMER.

- a) The Customer, at no cost to SCE, shall provide SCE with any required street improvement or site plans reflecting the location of all existing and proposed underground / over head structures and/or facilities.
- b) The Customer at no cost to SCE, but with SCE's cooperation, shall comply with the requirements of the California Environmental Quality Act (CEQA) and shall prepare any and all Environmental Impact Reports which may be required by any Agency having jurisdiction by Law.
- c) The Customer, at no cost to SCE, shall procure and install all ducts 4/0 bare copper ground wire, and substructures for a underground system in accordance with the plans and specifications submitted by SCE to the Customer, subject to inspection and approval by SCE.
- d) The Customer to provide SCE with "As-Built" drawings.
- e) Duct system is to remain water free for one year.
- g) The Customer shall pay for cabling of distribution/telecommunication facilities installed by SCE, less the overhead equivalent. There is no credit for salvage.
- h) The Customer shall notify SCE 48 hours prior to construction of or installation of the ducts and substructures in order that SCE can schedule the required inspection of these ducts and substructures.

- i) The Customer, at no cost to SCE and subject to SCE's approval and acceptance, hereby grants to SCE ownership of all Installed ducts and substructures. SCE may approve and accept ownership of all Installed ducts and substructures without further action on the part of the Customer – at the time SCE inspects said facilities for the purpose of cable installation. the Customer warrants and represents that the ownership of the installed ducts and substructures, and each and every component thereof as approved by SCE will pass to SCE free and clear of all Liens and encumbrances.
- j) The Customer shall assume all costs for preparation of documents as defined in Item 2d, above.
- k) The Customer, at no cost to SCE, shall grant/secure all replacement rights and other documents required by SCE and in a form acceptable to SCE to effect the relocation of its facilities and to clear all encumbrance matters.
- l) The Customer shall provide SCE with a construction time schedule for the project.
- m) Prior to SCE energizing ("cut-over") the underground cables and use of the facilities installed under this Agreement, The Customer shall furnish to SCE a schedule of all costs incurred in the construction of the installed ducts and substructures. The Customer will provide SCE with accounting detail prior to substructure job walk.

SCE (if applicable), shall forward to the Customer, by regular mail, at the address provided for Notices herein, a statement of the Income Tax Component of Contribution (I.T.C.C.) due for the construction of the ducts and substructures. The Customer shall, within 30 days from the date of transmittal of said statement by SCE, forward to SCE the amount reflected in the statement. The Customer shall owe SCE interest for any monies not paid in full within said 30 days, interest at the rate of 1.5% per month plus any penalties incurred by late payment to the Federal Government of the I.T.C.C.

4. COST OF DESIGN, ENGINEERING AND ESTIMATES.

SCE hereby acknowledges receipt of \$120,000.00 engineering advance, which shall be credited to those costs SCE has incurred and will incur in the future for the work of design, engineering, cost estimates and material for the relocation of Electrical Facilities and the cost of construction, which includes the amount set forth in Item 5.

5. TERMS AND METHOD OF PAYMENT.

The Customer shall pay to SCE the additional estimated sum of \$536,000.00 upon execution of this Agreement, which sum shall be credited to those costs and expenses SCE has incurred and will incur in the future for the design, engineering and construction required to relocate and underground

its Electrical Facilities. Upon completion of all relocation work by SCE, the Customer shall be presented with final accounting as determined by SCE's standard accounting practices and in accordance with CPUC Rule 20B procedures. Should the sum of SCE's costs and expenses exceed the estimated sum paid by the Customer as provided by herein, the Customer shall pay to SCE the difference between said sums. Should the estimated sum paid by the Customer to SCE, as provided herein, exceed the sum of SCE's costs and expenses, SCE shall refund to the Customer the difference between said sums.

6. ADDITIONAL WORK.

If SCE is required to relocate any facilities other than the work to be performed as set forth in Section 2, such additional work shall be performed on a completed cost basis at the Customer's sole expense.

7. REPLACEMENT RIGHT OF WAY.

The Customer agrees to furnish or cause to be furnished all necessary replacement rights comparable to SCE's existing rights at no cost to SCE and all necessary access for SCE's permanently relocated Electrical Facilities. SCE will not begin construction until all required replacement rights have been executed and/or committed to, in writing, and presented to SCE.

8. SCHEDULE OF WORK.

SCE proposes to have the relocated Electrical Facilities in operation by October 31, 2014, contingent upon mutually acceptable schedules, the timely obtaining of permits, licenses and other documents, outages or other key items and not being delayed by those uncontrollable forces described in Item 11 herein. Completion date is subject to SCE obtaining receipt of a signed Agreement from the Customer by May 15, 2014.

9. FACILITIES TO REMAIN PROPERTY OF SCE.

All Electrical Facilities and appurtenances thereto installed by SCE under this Agreement shall at all times be and remain the property of SCE.

10. INDEMNIFICATION CLAUSE.

The Customer agrees, for itself, and for its and their agents, contractors, and employees, to save harmless and indemnify SCE, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including SCE's own personal property, or injury to or death of persons, including employees of SCE resulting in any manner whatsoever, directly or indirectly, by reason of this agreement for replacement of overhead with underground Electrical Facilities or the use of or occupancy of said Project Area by the Customer, its agents, and employees, invitees, successors and assigns.

11. DELAY DUE TO UNCONTROLLABLE FORCES.

SCE shall not be responsible for any delay in their performance hereunder, including, but not limited to, SCE's relocation of Electrical Facilities and related work under this Agreement resulting from shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders or judgments of any court or commission, requirement of additional or separate Environmental Impact Reports requested by the California Public Utilities Commission (CPUC), delay in receiving a Certificate of Public Convenience and Necessity from the CPUC, delay in obtaining necessary rights of way, act of God or any cause or conditions beyond the control of SCE or the Customer.

12. PERMITS, CODES, AND STATUTES.

SCE's relocation of Electrical Facilities shall comply with the various applicable statutes, codes, regulations and ordinances and specifically in accordance with CPUC Rule 20B.

13. JURISDICTION OF PUBLIC UTILITIES COMMISSION.

This Agreement shall at all times be subject to such changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction pursuant to the authority conferred upon it by Law.

14. CHANGES.

Any changes to this Agreement shall be made by supplement thereto and shall be executed on behalf of SCE by the Transmission Project Manager, or his designee, and on behalf of the Customer by the [President or Vice President /City Council/Mayor/ Supervisor].

15. NOTICES.

Any notices provided in this Agreement to be given by either party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

To SCE:

James Lee
Transmission Project Manager
Southern California Edison

300 N. Pepper Ave., Bldg. B
Rialto, CA 92376

Attention: James Lee - Transmission Project Manager

To City of Moreno Valley:

City of Moreno Valley
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805

Attention: Lorenz R. Gonzales - Senior Engineer, P.E.

16. TERMINATION.

The Customer shall have the right to terminate this Agreement on sixty (60) days prior written notice to SCE for whatever reason.

Except as otherwise provided, in the event of termination of this Agreement by the Customer, SCE shall be entitled to payment for all costs and expenses for material, services, labor, overhead, etc., incurred by SCE to and including the date the notice of termination is received by SCE and all costs and expenses required to effect the termination of this Agreement, including, but not limited to, all costs and expenses pertaining to the restoration or removal of SCE's Electrical Facilities, equipment and/or materials as well a cancellation of contracts, purchase orders, etc., between SCE and all parties furnishing labor, materials and services made prior to the termination of this Agreement.

At the option of SCE, all materials paid for by the Customer and procured by SCE to effect said relocation may, upon termination of this Agreement, either be used by SCE for other projects or be sold by SCE as salvage. The net proceeds from the transfer of the materials to other SCE projects or sale of the materials as salvage shall be deducted from the costs and expenses to be paid by the Customer after deducting SCE's applicable administrative costs, material, transportation and conversion costs, taxes and other outlays or charges, associated with such a transfer or sale. Should the sum of SCE's costs and expenses exceed the sum of the amounts paid by the Customer as provided herein, the Customer shall pay to SCE the difference between said sums upon submission of a final invoice. Should the sum of the amounts paid by the Customer to SCE as provided herein exceed the sum of SCE's costs and expense, SCE shall refund to the Customer the difference between said sums upon submission of a final invoice.

If the Customer is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, SCE may give the Customer written notice of default. If within thirty (30) days of receipt of such notice the Customer does not cure such default, SCE has the right, if it so

desires, to terminate this Agreement upon thirty (30) days prior written notice to the Customer. Except as otherwise provided, should such right of termination by SCE be exercised, SCE shall be entitled to payment for all costs and expenses for materials, services, labor, overhead, etc., incurred by SCE to and including the date of termination and all costs and expenses required to effect the termination of this Agreement, including but not limited to all costs and expenses pertaining to the restoration or removal of SCE's Electrical Facilities, equipment and/or materials as well as cancellation of contracts, purchase orders, etc., between SCE and all parties furnishing materials and services, made prior to the termination of this Agreement.

17. PREVIOUS COMMUNICATIONS.

This Agreement contains the entire agreement and understanding between SCE and the Customer as to the subject matter of this Agreement and merges and supersedes all prior agreements, commitments, representations, and discussions between SCE and the Customer. Any agreement between persons employed by SCE and the Customer which is not incorporated into this Agreement by an amendment shall not be a contractual provision of this Agreement.

Please Note: This paragraph 17 does not supersede the Transmission Project Management Actual Cost Estimate letter provided concurrently with this Rule 20B Agreement.

18. GOVERNING LAW.

This Agreement shall be subject to and constructed according to the law of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

By _____
James Lee
Project Manager
Transmission Project Management
Southern California Edison

By: _____
Michelle Dawson
City Manager
City of Moreno Valley

XXX/xxx
TPM.4.6.09

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**MINUTES – REGULAR MEETING OF APRIL 22, 2014
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

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

FROM: Betsy Adams, Director Parks and Community Services

AGENDA DATE: May 13, 2014

TITLE: EXTENSION OF THE AGREEMENT CONTRACT MOWING OF ZONE A AND CFD #1 PARKS

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Approve the Extension of the Agreement for Contract Mowing of Zone A and CFD #1 Parks to DLS Landscape, Inc., 32398 Dunlap Boulevard, Yucaipa, California 92399.
2. Authorize the City Manager, serving in the capacity of Executive Director, to execute the Extension of the Agreement for Contract Mowing of Zone A and CFD #1 Parks to DLS Landscape, Inc.
3. Authorize approval of payment to DLS Landscape, Inc. in the total amount of \$49,560.00 for March, April, May and June 2014 (\$40,920.00 for Zone A, available in account 5011-50-57-35211, and \$8,640.00 for CFD #1, available in account 5113-50-57-35216, and ratify expenditures in the amount of \$99,120.00 for the period from July 1, 2013 through May 13, 2014.

SUMMARY

The current contract with DLS Landscape, Inc. expired on June 30, 2013 and was for a five-year period. On July 10, 2013, Parks Maintenance Division staff met with DLS Landscape, Inc. representatives and discussed extending the term of the vendor's

contract for monthly terms, until a new contract was issued through the bid process. The vendor and staff agreed upon the monthly terms now in place. Therefore, staff recommends that the Board of Directors of the MVCSD retain the services of DLS Landscape, Inc. and extend the services through June 30, 2014, in the remaining amount of \$49,560.00 for March, April, May, and June 2014.

DISCUSSION

On May 11, 2009, the Parks Maintenance Division of the Parks and Community Services Department received valid proposals from six landscape contracting firms in response to its Request for Proposals for the contract mowing of parks and easements in CSD Zone A and CFD #1. On June 9, 2009, upon the recommendation of staff, the Board of Directors of the Moreno Valley Community Services District (“MVCSD”) voted to award the contract for Contract Mowing of Parks and Easements 2009-2010 of CSD Zone A and CFD #1 to DLS Landscape, Inc., Yucaipa, California. The contract amount for the initial twelve-month term was \$148,680.00 with the option of four, one year extensions.

This vendor has provided a satisfactory service level over the four, twelve-month extensions and terms of the Agreement to date and has expressed a desire to extend their service, and has been compensated \$99,120.00 YTD for mowing services based upon agreement terms negotiated with Parks staff. Both staff and DLS Landscape, Inc. feel that the terms for the vendor’s compensation are reasonable; therefore, based upon performance and price, staff recommends that the MVCSD retain the services of DLS Landscape, Inc. The following is a comparison of the current monthly rates compared to the previously approved rates in the final year of the contract:

FY 2012/2013 Payments		FY 2013/2014 Year-to-date Payments	
CFD #1 (\$2,160/month)	\$25,920.00	CFD #1 (\$2,160/month)	\$17,280.00
Zone A (\$10,230/month)	\$122,760.00	Zone A (\$10,230/month)	\$81,840.00
TOTAL	\$148,680.00	TOTAL	\$99,120.00

A request for proposals for the mowing of parks and easements in CSD Zone A and CFD #1 has been issued and staff anticipates awarding the contract by July 2014. The contract will be a one-year contract with an option of four, one-year extensions.

ALTERNATIVES

1. Accept staff’s recommendation and extend the Agreement for Contract Mowing of Zone A and CFD #1 parks to DLS Landscape, Inc. in the total amount of \$49,560.00 (\$40,920.00 for Zone A and \$8,640.00 for CFD #1).

2. Elect not to approve the extension of the Agreement for Contract Mowing of Zone A and CFD #1 Parks to DLS Landscape, Inc. which will cause a disruption in the continuity of service to the District's mowing and the aesthetics and safety of the turf.

FISCAL IMPACT

Approval of this request will obligate the City to pay a total of \$49,560.00 for contract mowing of Zone A and CFD #1 parks. Staff has authorized payments since the contract expired for the period from July 1, 2013 through May 13, 2014 in the amount of \$99,120.00 and is requesting that Council ratify these expenditures. Funding for this project has been approved in the CSD Zone A 2013/2014 fiscal budget account 5011-50-57-35211 and CFD #1 account 5113-50-57-35216.

CITY COUNCIL GOALS

By approving this Extension Agreement with DLS Landscape, Inc., the Board of the MVCSD will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are properly cared for.

NOTIFICATION

Publication of the Agenda.

ATTACHMENTS

- Attachment 1: Extension Agreement
- Attachment 2: Third Amendment to Agreement
- Attachment 3: Second Amendment to Agreement
- Attachment 4: First Amendment to Agreement
- Attachment 5: Agreement
- Attachment 6: Insurance

Prepared by:
Dean Ristow
Parks Maintenance Supervisor

Department Head Approval:
Betsy Adams
Director Parks and Community Services

Concurred by:
Mel Alonzo
Parks Maintenance Division Manager

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EXTENSION AGREEMENT
CONTRACT MOWING OF ZONE A AND CFD #1 PARKS

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "CSD") and **DLS Landscape, Inc.** (hereafter, "Contractor").

WHEREAS, the CSD and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement," dated June 23, 2009, for the contract mowing of Zone A and CFD #1 parks.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014**.
2. In accordance with Item 11 of the Agreement, this Extension shall be considered the fourth and final Extension of this Agreement.
3. The CSD will pay the contractor for all work performed under this Agreement the total amount of **Twelve Thousand Three Hundred Ninety and No/100 Dollars (\$12,930.00)** per month.

The total contract amount for twelve (12) months shall not exceed **One Hundred Forty-Eight Thousand Six Hundred Eighty and No/100 Dollars (\$148,680.00)**.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
CONTRACT MOWING OF ZONE A AND CFD #1 PARKS

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

Community Services District of the
City of Moreno Valley

Contractor: DLS Landscape, Inc.

By: _____
Title: President

By: _____
Title: President

Date: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Director, Parks and Community Services

Date

AMENDMENT TO AGREEMENT

This Third Amendment to Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and DLS Landscape, Inc. (hereinafter referred to as "Contractor"), and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Agreement dated June 23, 2009.

Whereas, the Contractor is providing contract mowing of parks and easements in Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to three additional twelve-month periods upon concurrence of both parties.

Whereas, the parties desire to enter into the third twelve-month extension.

Section 1 – Amendment to Agreement.

1.1 The extension period shall commence on July 1, 2012 and finish on June 30, 2013.

Section 2 – Other Terms to Remain.

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

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

SIGNATURE PAGE TO FOLLOW

Community Services District of the
City of Moreno Valley

By: _____

President

Date: _____

5/29/2012

DLS Landscape, Inc.

By: _____

Daniel Sanchez, President

Date: _____

5/29/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Date: _____

RECOMMENDED FOR APPROVAL:

Michael McCarty, Director
Parks and Community Services

Date: _____

5-21-12

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and DLS Landscape, Inc. (hereinafter referred to as "Contractor"), and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Agreement dated June 23, 2009.

Whereas, the Contractor is providing contract mowing of parks and easements in Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to three additional twelve-month periods upon concurrence of both parties.

Whereas, the parties desire to enter into the second twelve-month extension.

Section 1 – Amendment to Agreement.

1.1 The extension period shall commence on July 1, 2011 and finish on June 30, 2012.

Section 2 – Other Terms to Remain.

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

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

SIGNATURE PAGE TO FOLLOW

Community Services District of the
City of Moreno Valley

By: *Kelly A. Stewart*
President

Date: 9/8/11

DLS Landscape, Inc.

By: *Daniel Sanchez*
Daniel Sanchez, President

Date: 6/7/2011

INTERNAL USE ONLY

ATTEST:

[Signature]
City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

Date: 6-20-11

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

Date: 6/22/11

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and DLS Landscape, Inc. (hereinafter referred to as "Contractor"), and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Agreement dated June 23, 2009.

Whereas, the Contractor is providing contract mowing of parks and easements in Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to four additional twelve-month periods upon concurrence of both parties.

Whereas, the parties desire to enter into the first twelve-month extension.

Section 1 – Amendment to Agreement.

1.1 The extension period shall commence on July 1, 2010 and finish on June 30, 2011.

Section 2 – Other Terms to Remain.

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

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

SIGNATURE PAGE TO FOLLOW

Community Services District of the
City of Moreno Valley

By: Bonnie Flaherty
President

Date: 7/13/10

DLS Landscape, Inc.

By: Daniel Sanchez
Daniel Sanchez, President

Date: 5/24/2010

INTERNAL USE ONLY

ATTEST:

Jane Hallock
City Clerk

APPROVED AS TO LEGAL FORM:

James Cupic
City Attorney

Date: July 1, 2010

RECOMMENDED FOR APPROVAL:

M. J. [Signature]
Department Head

Date: 6-24-10

**AGREEMENT BETWEEN
THE COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY
AND DLS LANDSCAPE, INC.**

This Agreement is made and entered into as of the date the City signs this agreement by and between the Community Services District of the City of Moreno Valley, a district organized and existing pursuant to the community services district laws of the State of California ("CSD"), and DLS Landscape, Inc., a California corporation ("Contractor").

RECITALS

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

WHEREAS, the CSD has determined the Project involves the performance of maintenance services of a temporary nature; and

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

WHEREAS, the CSD has requested the Contractor to perform the services for the Project; and

WHEREAS, the Contractor is professionally qualified in California to perform the maintenance services required for the Project.

THEREFORE, the CSD and the Contractor, for consideration hereinafter described, mutually agree as follows:

1. **DESCRIPTION OF PROJECT.** The Project is described as the contract mowing of parks and easements in the City of Moreno Valley.
2. **CONSIDERATION.**
 - A. As partial consideration, Contractor agrees to perform the work set forth in the attached Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference.
 - B. As additional consideration, the CSD's responsibility, other than payment, is described in Exhibit B, CSD Services to be Provided to Contractor, attached hereto and incorporated herein by this reference.
 - C. As additional consideration, CSD agrees to pay Contractor on a monthly basis an amount set forth in the attached Exhibit C, Terms of Payment, attached hereto and incorporated herein by this reference, for Contractor's services. CSD will pay such amount according to the terms noted in Exhibit C.
 - D. As additional consideration, Contractor and CSD agree to abide by the terms and conditions contained in this Agreement.

3. **SCOPE OF SERVICES.**

- A. Contractor will perform services listed in the attached Exhibit A.
- B. Contractor will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CSD, necessary or proper to perform and complete the work and provide the professional services required of Contractor by this Agreement.

4. **PERFORMANCE STANDARDS.** While performing this Agreement, Contractor will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CSD will continuously monitor Contractor's services. CSD will notify Contractor of any deficiencies and Contractor will have fifteen (15) days after such notification to cure any deficiencies to CSD's satisfaction. Costs associated with curing the deficiencies will be borne by Contractor.

5. **PREVAILING WAGES.** Prevailing wages are not required for the work described.

6. **PAYMENTS.** For CSD to pay Contractor as specified by this Agreement, Contractor must submit a detailed invoice to CSD which lists the hours worked and hourly rates for each personnel category and reimbursable costs, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date. The CSD payment cycle is Net/30 once the invoice has been reviewed and authorized for payment by the respective contract manager. Invoices received after the cycle cutoff date will be scheduled for payment in the following payment cycle. Payment may be delayed by the contract manager should he/she require further information or verification of work performed.

7A. **CONTRACTOR'S COMPENSATION**

- i. The Contractor will be paid monthly per site for work performed satisfactorily under this Agreement. By the tenth of each month the Contractor shall submit to the Parks Maintenance Supervisor detailed reports of: 1) maintenance performed; 2) complaints received; 3) hazards noted; and greenwaste reports (if applicable). These documents shall be accompanied by a billing in accordance with the Agreement price for the work performed and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted and approved.

- ii. Except where additional compensation is specifically provided for in this Agreement, the CSD will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Agreement the total amount of Twelve Thousand Three Hundred Ninety and No/100 Dollars (\$12,390.00) per month.

The total contract amount for twelve (12) months shall not exceed One Hundred Forty-Eight Thousand Six Hundred Eighty and No/100 Dollars (\$148,680.00).

- iii. Should this Agreement commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Agreement is effective.
- iv. During the term of this Agreement the CSD, may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 7A, paragraph v below.

If the CSD determines it to be in their best interest, said Additional work may include repair or replacement of turf damaged or destroyed due to Acts of God (e.g., earthquake damage, storm damage), vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Parks Maintenance Supervisor. Except as set forth in Section 7A, paragraph v below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the CSD.

- v. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Parks and Community Services Department ("Department") may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Department for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the Department may, after reasonable attempt to notify the Contractor, cause such action to be taken by the Department or City's work force.
- vi. The Contractor shall maintain as Additional Work, at a unit price comparable to turf areas described herein, additional turf areas that the Department may add to this Agreement. In the event that notification is made of a new installation at other

than the beginning of a monthly period, the unit cost as shall be pro-rated from the day the Contractor commences work on the additional areas.

- vii. Repairs to area turf shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost, plus a reasonable percentage of that cost, as determined by the Parks Maintenance Supervisor. For purposes of this Agreement, turf repairs must be authorized by the Parks Maintenance Supervisor or his designee prior to the Contractor commencing any repair.
- viii. Except as specifically approved by subsequent action of the Department, the Parks Maintenance Supervisor may not authorize Additional Work pursuant to paragraphs iv, v, vi, and vii above in excess of the cumulative total of \$148,680.00 for each contract year during the term of this Agreement.
- ix. The Department shall deduct from the Contractor's monthly progress payment amounts sufficient to protect the Department from loss due to:
 - 1. Work required under the Agreement which is: 1) not performed; 2) not performed to the standards set forth in the General or Special Provisions; or 3) is incomplete.
 - 2. Work required under the Agreement which is not performed at or within the time(s) specified in the Exhibit A, including but not limited to the monthly work schedule, or if not so specified, within seven (7) calendar days of Contractor's receiving a Notice To Perform from the Parks Maintenance Supervisor.
 - 3. Claims filed or reasonable evidence indicating probable filing of claims by laborers, material men, subcontractors, or third parties.

7B. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Agreement, or General or Special Provisions at the intervals and/or frequencies set forth therein; or, perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the Department. For each of the categories set forth hereinabove, the penal sum of \$100 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the Department or of the owner of a utility to provide for the removal or relocation of utility facilities.

8. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to Contractor for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CSD. In the event the CSD has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year and shall not be considered a breach of this Agreement.

9. **ADDITIONAL WORK/CHANGE ORDERS.**

- A. If Contractor believes Additional Work is needed to complete the Scope of Services, Contractor will provide the CSD with written notification that contains a specific description of the proposed Additional Work, reasons for such additional work, and a detailed proposal regarding cost.
- B. CSD may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by Contractor and CSD. The cost or credit to CSD resulting from changes in the services will be determined in accordance with written agreement between the parties.

10. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, Contractor represents that Contractor has:
 - i. Carefully investigated and considered the scope of services to be performed.
 - ii. Carefully considered how the services should be performed.
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
 - iv. Contractor is entering into Agreement under Contractor's own free will and volition.
 - v. If services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the existing site conditions before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will

immediately inform CSD of such fact and will not proceed except at Contractor's own risk until written instructions are received from CSD.

11. **TERMS.** The CSD operates on a fiscal year basis, running from July 1st through June 30th of the following calendar year. It is the intent of the CSD to have a fully executed contract in place by July 1, 2009. The initial Contract shall be in effect through June 30, 2010 and then renewed, per agreement by both parties, for the next fiscal year starting July 1st. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments at the end of each fiscal year. Renewal of the Agreement shall be accomplished through a written letter of understanding that is signed by both parties and shall extend the agreement for one year. The Contract shall remain in full force and effect for a total period of five (5) years from the date of fully executed Agreement, unless terminated by either party as stated in Section 17.

12. **TIME FOR PERFORMANCE.** Contractor will not perform any work under this Agreement until:

- A. Contractor furnishes proof of insurance as required under Section 25 of this Agreement; and
- B. CSD gives Contractor a written Notice to Proceed.
- C. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

13. **TIME EXTENSIONS.** Should Contractor be delayed by causes beyond Contractor's control, CSD may grant a time extension for the completion of the contracted services. If delay occurs, Contractor must notify the CSD within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The CSD will extend the completion time, when appropriate, for the completion of the contracted services, but there will be no increase in the amount payable to Contractor under this Agreement unless a Contract Change Order has been authorized.

14. **TAXPAYER IDENTIFICATION NUMBER.** Contractor will provide CSD with a Taxpayer Identification Number.

15. **PERMITS AND LICENSES.** Contractor, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement, including a City of Moreno Valley business license, if required.

16. **WAIVER.** CSD's review or acceptance of, or payment for, work product prepared by Contractor under this Agreement will not be construed to operate as a waiver of any rights CSD may have under this Agreement or of any cause of action arising from Contractor's performance. A waiver by CSD of any breach of any term, covenant, or condition contained in this Agreement

will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

17. TERMINATION.

- A. Either party may terminate this Agreement at any time with thirty (30) days written notice.
- B. Upon receiving a termination notice, Contractor will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by Contractor after receiving a termination notice will be performed at Contractor's own cost; CSD will not be obligated to compensate Contractor for such work.
- C. Should termination occur, all work product of the Contractor, including but not limited to documents, data, studies, surveys, drawings, maps, reports and all other materials prepared by Contractor will, at CSD's option, become CSD's property, and Contractor will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 2C. Such work product will be delivered to the CSD within thirty (30) days of notice of termination.
- D. By executing this Agreement, Contractor waives any and all claims for damages that might otherwise arise from CSD's termination under this Section.

18. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs, reports or any other item prepared by Contractor under this Agreement are CSD's property. Contractor may retain copies of said documents and materials as desired, but will deliver all original materials to CSD upon CSD's written notice. CSD agrees that use of Contractor's completed work product for purposes other than identified in this Agreement, or use of incomplete work product, without the prior written consent of the CONTRACTOR is at the CSD's own risk and CSD agrees to indemnify Contractor for same.

19. PUBLICATION OF DOCUMENTS. Except as necessary for performance under this Agreement, no copies, sketches or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by Contractor to any other person or entity without CSD's prior written consent. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CSD, unless otherwise provided for by written agreement between the parties.

20. INDEMNIFICATION. Contractor agrees to indemnify, save, defend, and hold harmless the CSD, the City of Moreno Valley, and the Community Redevelopment Agency of the City of Moreno Valley and their officers, agents and employees (collectively referred to in this provision as "CSD"), from and against any claim, action, damages, costs (including, without limitation, all attorney's fees and litigation costs), injuries, or liability, (collectively referred to in

this provision as "Claims), arising out of the performance of any action contemplated by this Agreement by Contractor. Should CSD be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by Contractor of services rendered pursuant to this Agreement, Contractor will defend CSD (at CSD's request and with counsel satisfactory to CSD) and will indemnify CSD for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the sole negligence or willful misconduct of the CSD.

CSD agrees to indemnify, save, defend and hold harmless the Contractor and their officers, agents and employees from any and all liability, claims, damages or injuries to any person, including injury to the 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 CSD under this Agreement, or are caused or claim to be caused by the negligent acts of the CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the CSD or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the negligence or willful misconduct of the Contractor, its officers, agents or employees.

21. PUBLIC RECORDS ACT. The City of Moreno Valley is a public agency and subject to the Public Records Act under California State law. This Agreement is public record and "public records are open to inspection at all times during the office hours of the agency and every person has a right to inspect any public record, except as provided (and to receive) an exact copy" of an identifiable record unless impracticable. (Government Code § 6253).

22. ASSIGNABILITY. This Agreement is for Contractor's maintenance services. Contractor's attempts to assign the benefits or burdens of this Agreement without CSD's prior written approval are prohibited and will be null and void.

23. INDEPENDENT CONTRACTOR. The CSD and the Contractor agree that Contractor will act as an independent contractor and will have control of all work and the manner in which it is performed. Contractor will be free to contract for similar service to be performed for other employers while under contract with CSD. Contractor is not an agent or employee of CSD and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CSD provides for its employees. Any provision in this Agreement that may appear to give CSD the right to direct Contractor as to the details of doing the work or to exercise a measure of control over the work means that Contractor will follow the direction of the CSD as to end results of the work only. Should any of Contractor's employees attempt to make a claim or bring a legal action against the CSD as an employee of the CSD, Contractor agrees to indemnify, save, defend, and hold harmless the CSD for any such claim or action.

24. AUDIT OF RECORDS: Contractor will maintain full and accurate records with respect to all services and matters covered under this Agreement. CSD will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities.

Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

Audit will occur at location of Contractor and Contractor will allow access to all necessary records.

25. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Contractor will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000 per occurrence \$ 500,000 Property Damage \$2,000,000 aggregate
Business automobile liability	\$1,000,000
Workers' compensation	Statutory requirement.

- B. Endorsement. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CSD, City of Moreno Valley, and the Community Redevelopment Agency of the City of Moreno Valley, its officials, and employees as "additional insured" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CSD will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CSD.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Contractor will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Contractor for all claims made by CSD arising out of any errors or omissions of Contractor, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

- E. The CSD, the City of Moreno Valley, and the Community Redevelopment Agency of the City of Moreno Valley, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and workers' compensation.
- F. Contractor will furnish to CSD duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by CSD from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A-VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage.
- G. Should Contractor, for any reason, fail to obtain and maintain the insurance required by this Agreement, CSD may obtain such coverage at Contractor's expense and deduct the cost of such insurance from payments due to Contractor under this Agreement or terminate.

26. **USE OF SUB-CONTRACTORS.** Contractor will obtain CSD's prior written approval to use any subcontractors while performing any portion of this Agreement. Such approval by CSD will not be unreasonably withheld.

27. **INCIDENTAL TASKS.** Contractor will meet with CSD monthly to provide status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

28. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to Contractor:
 DLS Landscape, Inc.
 1652 Plum Lane, Suite 104
 Redlands, CA 92374
 Attention: Daniel Sanchez

If to CSD:
 Community Services District of the
 City of Moreno Valley
 15670 Perris Boulevard
 Moreno Valley, CA 92551
 Attention: Steve Kupsak

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

29. **CONFLICT OF INTEREST.** Contractor will comply with all conflict of interest laws and regulations including, without limitation, City of Moreno Valley's Conflict of Interest.

Code (on file in the City Clerk's Office). It is incumbent upon the Contractor to notify the CSD pursuant to Section 28 of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, the range of duties of officers, employees and/or agents of Contractor are limited in scope; thus Contractor is not required to fully comply with the conflict of interest disclosure requirements. No disclosures are required by any officers, employees, and/or agents of Contractor, except as indicated in Subsection B.
- B. In accomplishing the scope of services of this Agreement, Contractor will be performing a specialized or general service for the CSD, and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Contractor shall be subject to the Disclosure Category "1" of the CSD's Conflict of Interest Code:

30. **SOLICITATION.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than Contractor's bona fide employee, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than Contractor's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should Contractor breach or violate this warranty, CSD may rescind this Agreement without liability.

31. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of Contractor and CSD and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of Contractor's or CSD's obligations under this Agreement.

32. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California.

33. **JURISDICTION/VENUE.** Jurisdiction shall lie exclusively in the State of California and venue shall lie exclusively in the Superior Court in and for the County of Riverside, California.

34. **COMPLIANCE WITH LAW.** Contractor agrees to comply with all federal, state, and local laws applicable to this Agreement.

35. **RULES OF CONSTRUCTION.** Each party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.

36. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the

extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

37. AUTHORITY/MODIFICATION. The parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CSD's executive manager, or designee, may execute any such amendment on behalf of CSD.

38. ACCEPTANCE OF FACSIMILE SIGNATURES. The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

39. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

40. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

41. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

42. STATEMENT OF EXPERIENCE. By executing this Agreement, Contractor represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CSD. Contractor represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that Contractor is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

43. PROTECTION OF RESIDENT WORKERS. The City of Moreno Valley actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

44. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are Attachments to this Agreement. This Agreement will bind and insure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

SIGNATURE PAGE TO FOLLOW

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

Community Services District of the
City of Moreno Valley

BY: _____

President

Date: _____

6/23/2009

DLS Landscape, Inc.

BY: _____

President

Date: _____

5/22/09

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Date: _____

022 Jun 17 2009

RECOMMENDED FOR APPROVAL:

Department Head

Date: _____

6-2-09

EXHIBIT A
SCOPE OF SERVICES

GENERAL PROVISIONS

SCOPE OF WORK - The work to be performed under this Agreement shall include the furnishing of all labor and equipment necessary for the provision of contract mowing services within the boundaries of the various parks of the Department as determined in the resolutions of the City Council establishing said parks, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Description of Park Locations contained in this Exhibit A.

The Contractor shall have the duty to mow, edge turf, and blow off hardscapes and gutters.

AREAS TO BE MAINTAINED - There may be medians, parkway panels, adjacent roadway slopes, open space lots and other areas of turf besides parks included within a park's boundaries.

CONTRACT SUPERVISION - The Agreement shall be administered on behalf of the Director of the Parks and Community Services Department of the City of Moreno Valley, or his designated representative(s), hereinafter referred to as "Director."

FUNCTIONS AND RESPONSIBILITIES - All work shall be performed in accordance with usual and customary horticultural practices to achieve and maintain healthy, viable turf. The Director or his designee will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

The Director or his designee will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Agreement by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources. The Department shall manage the operation of all irrigation systems. The Department will pay the costs of water and electricity used in the sites covered by this Agreement. The Contractor shall be responsible for carefully reviewing the site(s) and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Agreement, nor the Department or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

The Director or his designee and the Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to Department Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance

under this Agreement. Failure to maintain site(s) up to this established standard may result in the Department deducting payment of all or part of the Contractor's compensation, as further described in Section 7A, paragraph ix, of the Agreement.

The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's proposal, and made a part of this Agreement. These schedules, and any approved revisions thereto, shall be used by the Department as a basis for determining Contractor's satisfactory performance. In the absence of any specified time(s) for performance of work required under the Agreement, the Director may issue a written Notice to perform to the Contractor. The Contractor shall perform the required work within seven (7) calendar days of receipt of said Notice to Perform. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or the monthly work schedule in writing to the Department at the address as set forth in Section 28 of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the Department for non-performance penalties per Section 7B of the Agreement. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director and shall be submitted to the Director monthly, along with the submission of the monthly invoice. The monthly payment for the work so requested will not be authorized until such report is received and approved by the Director or his designee. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Additionally, the Director or his designee may require Contractor to attend meetings with Department field staff at some fixed interval to review Contractor's operations and schedule such future work as may be ordered by the Director or his designee. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Section 7B of the Agreement. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall, at all times, employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies. This person(s) shall be reachable 24 hours per day, seven days a week. During normal working hours, the Contractor's supervisor or employee designated as being responsible for providing maintenance services to the Department shall be directly available for immediate notification through some type of reliable electronic means, including, but not limited to, two-way radio, pager, or cell phone. The Contractor or his designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within 24 hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's

communication with the Department is the minimum acceptable standard under this agreement. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Section 7B of the Agreement.

The Contractor shall respond to an emergency call from any of the parties listed below no later than two hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time: City Manager, Director of Parks and Community Services, Parks Maintenance Supervisor, Parks Maintenance Division Manager, Police Department, or Fire Department.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Section 9 of the Agreement, unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage turf, the Contractor shall adjust his work force in order to accomplish those work items and shall contact Department field staff to inform them of said alternate work assignments. Failure to so advise the Department may be cause for assessment of non-performance penalties, per Section 7B of the Agreement.

For the purposes of this Agreement, "working days" shall be Monday through Friday. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided, pursuant to the work schedule approved by the Director or his designee. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director or his designee.

CONTRACTOR'S STAFF - The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified supervisor in the employ of the Contractor. Work site supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the work site supervisor shall be deemed to have been delivered to the Contractor. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible inconvenience to the public. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the CSD or the City. The Contractor shall require each employee performing work under the Agreement to adhere to basic Public Works standards of working attire, including but not limited to proper shoes, other gear required by applicable safety regulations. Shirts shall be worn at all times and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working in

parcs and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Section 7B of the Agreement.

The Contractor shall establish an identification system for his personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

EMPLOYMENT OF APPRENTICES - The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, *ex-officio* the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

COMPLAINTS - All complaints shall be responded to as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director or his designee. If any complaint is not satisfactorily responded to within 24 hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified and to the satisfaction of the Director or his designee, the Director or his designee may correct the specific complaint by using an alternative source. The total cost incurred by the Department to effect necessary remedies will be deducted from the payments owing to the Contractor from the Department. The Contractor shall maintain a written log of all complaints, the date and time thereof and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director as set forth above. In addition to the provisions above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Agreement by Contractor, the Department may immediately upon written notice to the Contractor terminate this Agreement.

SAFETY - The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the Department, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect, and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official. Contractor's work area traffic control, including but not limited to type and placement of signs,

barricades, and delineators, shall be in accordance with the most current edition of Caltrans' "Traffic Manual, Chapter 5, Traffic Controls."

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m. or between 3:30 p.m. and 6:00 p.m.

The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance and keep a log indicating date inspected and action taken. Said log shall be submitted monthly to the Director or his designee as set forth above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director or his designee. The Contractor shall be responsible for making minor corrections including but not limited to filling holes in turf areas and replacing valve box covers, so as to protect members of the public or others from injury. The Contractor shall cooperate fully with the CSD or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director or his designee within five (5) days following the occurrence.

Failure to comply with this section of the General Provisions may result in deduction of payment per Section 7A, paragraph ix, of the Agreement or assessment of non-performance penalties per Section 7B of the Agreement. Repeated failure to comply with this section of the General Provisions may result in contract termination, per Section 17 of the Agreement.

LICENSES AND PERMITS - The Contractor shall, without additional expense to the CSD or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Agreement.

COMPLIANCE WITH THE LAW - Under the Agreement, the Contractor's performance shall comply with all applicable laws of the United States of America, the State of California, the County of Riverside, the City of Moreno Valley, and all other entities of competent jurisdiction.

CONTRACTOR'S LIABILITY - The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director or his designee. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Section 7A, paragraphs iv, v, vii of the Agreement.

SPECIAL PROVISIONS

TURF MAINTENANCE SPECIFICATIONS

1. TURF CARE

- a. All turf areas shall be mowed, edged, and trimmed every seven days, weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director or his designee. Failure to adhere to this specification without approval may result in assessment of non-performance penalties, per Section 7B of the Agreement.
- b. At the discretion of the Director or his designee, turf areas may be mowed with mulching-type mowers of a type acceptable to the CSD.
- c. All mowing and edging equipment shall be in proper working order; have blades properly sharpened and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to working at each site.
- d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this specification, the term "site" shall include, but is not limited to hardscapes, sidewalks, curbs, and gutters.
- e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach and water solution prior to working on any site.
- f. Mowing height for cool season grasses shall not exceed three inches maximum, or two inches minimum, and shall be adjusted within these parameters on a seasonal basis.
- g. Mowing height for warm season grasses shall not exceed 1½ inches maximum, or three-quarters of an inch minimum, and shall be adjusted within these parameters on a seasonal basis.
- h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
- i. Trimming around turf appurtenances (e.g., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
- j. Whenever trees occur in turf areas, a six-inch ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed-free condition.
- k. Renovation/thatching operations are to be considered Additional Work, per Agreement, Section 7A, paragraph iv.
 1. Have no more than one-third of living branches removed annually.
 2. Be fertilized only as directed by the Director or his designee.

2. DEBRIS/LITTER

- a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
- b. Contractor shall make a minimum of one visitation every seven days of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: Bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director or his designee, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of the condition.
- c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be continuously maintained in a "broom clean" condition.
- d. From time to time, the Director or his designee may require Contractor to perform special clean-ups on a site-specific basis. Said special clean-ups shall be considered Additional Work per Agreement, Section 7A, paragraphs iv and v.
- e. The Contractor shall dispose of all debris and litter as described in paragraphs a and b above off-site, and in a legal manner.
- f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Section 7B of the Agreement.

3. GREENWASTE RECYCLING

- a. The Public Resources Code (PRC), Division 30, Sections 4000 through 42055 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
- b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (e.g., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor or any subcontractors thereunder, in performance of contract's Scope of Work.
- c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
- d. The Contractor shall submit a Monthly Greenwaste Report as an element of Contractor's Monthly Report. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
- e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Section 7B of the Agreement.

BASE COMPENSATION SHEET

Zone A

SYDE	APPROXIMATE TOTAL AREA	MONTHLY COST	ANNUAL COST
Adrienne Mitchell Park	158,229 SF	\$395.00	\$4,740.00
Bayside Park	66,317 SF	\$165.00	\$1,980.00
Bethune Park	113,168 SF	\$285.00	\$3,420.00
El Potrero Park	564,147 SF	\$1,400.00	\$16,800.00
Fairway Park	205,846 SF	\$515.00	\$6,180.00
Gateway Park	299,908 SF	\$745.00	\$8,940.00
JFK Park	240,500 SF	\$600.00	\$7,200.00
March Field Park	98,305 SF	\$245.00	\$2,940.00
March Field Community Center	45,068 SF	\$115.00	\$1,380.00
Community Park	215,452 SF	\$540.00	\$6,480.00
Morrison Park	273,549 SF	\$680.00	\$8,160.00
Parque Amistad Park	162,059 SF	\$400.00	\$4,800.00
Pedrorena Park	183,642 SF	\$460.00	\$5,520.00
Ridge Crest Park	197,421 SF	\$490.00	\$5,880.00
Sunnymead Park	353,967 SF	\$880.00	\$10,560.00
Towngate I Park	233,416 SF	\$580.00	\$6,960.00
Victoriano Park	105,645 SF	\$270.00	\$3,240.00
Westbluff Park	125,525 SF	\$315.00	\$3,780.00
Weston Park	176,434 SF	\$440.00	\$5,280.00
Woodland Park	285,385 SF	\$710.00	\$8,520.00
TOTAL	3,103,983 SF	\$10,230.00	\$122,760.00

BASE COMPENSATION SHEET
Community Facilities District #1

SITE	APPROXIMATE TURT AREA	MONTHLY COST	ANNUAL COST
Celebration Park	169,248 SF	\$420.00	\$5,040.00
Rock Ridge Park	78,269 SF	\$195.00	\$2,340.00
Shadow Mountain Park	263,314 SF	\$655.00	\$7,860.00
Towngate II Park	251,391 SF	\$625.00	\$7,500.00
Vista Lomas Park	106,269 SF	\$265.00	\$3,180.00
TOTAL	868,531 SF	\$2,160.00	\$25,920.00

Zone A

\$10,230.00 per month

\$122,760.00 per year

Community Facilities District #1

\$2,160.00 per month

\$25,920.00 per year

TOTAL ZONE A AND COMMUNITY FACILITIES DISTRICT #1

\$12,390.00 per month

\$148,680.00 per year

DESCRIPTION OF PARK LOCATIONS

Adrienne Mitchell Park, 22631 Bay Avenue, southwest corner of Bay Avenue and Pam Am Boulevard, Moreno Valley, CA

Bayside Park, 24435 Bay Avenue, southwest corner of Bay Avenue and Indian Avenue, Moreno Valley, CA

Bethune Park, 16745 Kitching Avenue, northwest corner of Kitching Avenue and Lurin Avenue, Moreno Valley, CA

Celebration Park, 14965 Morgan Avenue, northeast corner of Oliver Street and JFK Drive, Moreno Valley, CA

Community Park, 13380 Frederick Street, northeast corner of Frederick Street and Cottonwood Avenue, Moreno Valley, CA

El Potrero Park, 16901 Lasselle Street, southwest corner of Lasselle Street and Arroyo Park Drive, Moreno Valley, CA

Fairway Park, 27891 JFK Drive, southeast corner of JFK Drive and Legendary Street, Moreno Valley, CA

Gateway Park, 23975 Manzanita Avenue, northwest corner of Heacock Street and Manzanita Avenue, Moreno Valley, CA

JFK Park, 15115 Indian Street, southwest corner of JFK Drive and Indian Avenue, Moreno Valley, CA

March Field Park, southeast corner of 6th Street and "W" Street on the civilian portion of March Air Reserve Base, Moreno Valley, CA

March Field Park Community Center, 15325 5th Street, on the civilian portion of March Air Reserve Base, Moreno Valley, CA

Morrison Park, 26667 Dracaea Avenue, southeast corner of Dracaea Avenue and Morrison Street, Moreno Valley, CA

Parque Amistad, 26160 Gentian Avenue, northeast corner of Gentian Avenue and Caballo Road, Moreno Valley, CA

Pedrorena Park, 16009 Rancho Del Lago, southwest corner of Iris Avenue and Rancho Del Lago, Moreno Valley, CA

Ridge Crest Park, 28506 JFK Avenue, north side of JFK Avenue, east of Championship Drive, Moreno Valley, CA

Rock Ridge Park, 27119 Waterford Way, south of Eucalyptus at Waterford Way, Moreno Valley, CA

Shadow Mountain Park, 23239 Presidio Hills Drive, north side of Presidio Hills Drive, east of Casmalia Court, Moreno Valley, CA

Sunnymead Park, 12655 Perris Boulevard, northwest corner of Fir Avenue and Perris Boulevard, Moreno Valley, CA

TownGate Park (Phases I & II), 13051 Elsworth, west side of Elsworth Avenue between Eucalyptus Avenue and Dracaea Avenue, Moreno Valley, CA

Victoriano Park, 25730 Los Cabos Drive, on Los Cabos Drive, one block north of Iris Avenue, Moreno Valley, CA

Vista Lomas Park, 26700 Iris Avenue, north side of Iris Avenue between Camino Flores and Firerock Lane, Moreno Valley, CA

Westbluff Park, 10750 Pigeon Pass Road, east side of Pigeon Pass Road, between Canyon Springs High School and Vista Heights Middle School, Moreno Valley, CA

Weston Park, 13170 Lasselle Street, northeast corner of Lasselle Street and Dracaea Avenue, Moreno Valley, CA

Woodland Park, 25705 Cactus Avenue, southeast corner of Cactus Avenue and Rio Hondo Drive, Moreno Valley, CA

EXHIBIT B
CSD SERVICES TO BE PROVIDED
TO CONTRACTOR

1. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the CSD, 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 CSD.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
3. Provide timely CSD staff liaison with the Contractor when requested and when reasonably needed.

EXHIBIT C
TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$148,680.00 annually.
2. The Contractor will submit invoices to the CSD along with documentation evidencing services completed. Invoices will be submitted at least every ninety (90) days. At no time will the CSD pay for more services than have been satisfactorily completed and the CSD's determination of the amount due shall be final. Invoices shall reference the appropriate purchase order number.
3. The CSD shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
4. ~~Any fees for authorized professional services furnished by the Contractor which have not been paid or contested by the CSD within thirty (30) days of the CSD's receipt of the invoice for such services will be subject to a late charge of one percent (1%) of the unpaid amount for each month for which payment has not been received by the Contractor.~~

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2013

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

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

PRODUCER Business & Contractors Insurance Services, 131 East Main St. Suite 203 El Cajon CA 92020	CONTACT NAME: Gina Galvas PHONE (A/C No. Ext.): (619) 592-4440 E-MAIL ADDRESS: Gina@bcisinc.net	FAX (A/C No.): (619) 592-4449
	INSURER(S) AFFORDING COVERAGE	
INSURED D L S Landscape, Inc. Po Box 67 Redlands CA 92373	INSURER A: Am Trust International ACIX	NAIC # AA1780
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL1391301793 **REVISION NUMBER:**

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

INSUR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ZV102961901 ✓	9/12/2013	9/12/2014	MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
 The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents have been named as Additional Insured per written contract. RE: Various Locations. * Endorsement is attached.

GL Approved

[Signature] 10-19-13
By Date

CERTIFICATE HOLDER City Of Moreno Valley 15670 Ferris Blvd. Moreno Valley, CA 92552	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Josh Schwartz/JMR

ACORD 25 (2010/05)
INS025 (2010/05) 01

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POLICY NUMBER: XN102961901 ✓

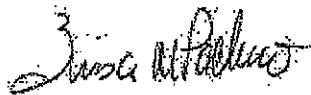
COMMERCIAL GENERAL LIABILITY
NX GL 189 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED -
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number: XN102961901	Endorsement Effective: 9/12/2013 12:01 a.m.
Named Insured: D L S LANDSCAPE INC, DBA: D L S LANDSCAPE INC	Counter Signed By: 

SCHEDULE

Name of Person or Organization: Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.
Location:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The words "you" and "your" refer to the Named Insured shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

D. The following are added to **SECTION V – DEFINITIONS:**

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

E. The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. Primary Wording

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

2. Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "you work" done under a contract with that person or organization.



CI CW A01 10 11

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: CITY OF MORENO VALLEY ATTN: PARKS MAINTENANCE DEPT 15670 PERRIS BLVD MORENO VALLEY, CA USA 92552	Named Insured: DLS LANDSCAPE, INC PO BX 67 REDLANDS CA 92373
---	--

Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648523874			
<input checked="" type="checkbox"/> 1 - Any Auto	<input type="checkbox"/> 2 - Owned Autos Only	<input type="checkbox"/> 3 - Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 - Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 - Owned Autos Subject to No Fault	<input type="checkbox"/> 6 - Owned Autos Subject to a Compulsory UM Law	
<input type="checkbox"/> 7 - Specifically Described Autos	<input type="checkbox"/> 8 - Hired Autos Only	<input type="checkbox"/> 9 - Nonowned Autos Only	
Policy Effective Date: 11-08-2013		Policy Expiration Date: 11-08-2014	
Limits of Insurance:	\$1,000,000 <input checked="" type="checkbox"/>	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			

Interested Party Type: Additional Insured - Municipality

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.

IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Cancellation

In the event of cancellation of any policy described above, the insurer will attempt to mail _____ days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose any duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

Producer: DOUG MOORE	Date:
Authorized Representative:	

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CUSTOMER NUMBER: 59537

RUN DATE: 09-18-13

DOUG MOORE
7270 VICTORIA PK #3C
RANCHO CUCAMONGA, CA 91739

CITY OF MORENO VALLEY ATTN: PARKS
MAINTENANCE DEPT
15670 PERRIS BLVD
MORENO VALLEY, CA 92552



BU114-3

108001309186485238740115000050001003

Additional Insured Copy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2013

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

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

PRODUCER LIC #0D86205 Unique Risk Management	1-949-305-5577	CONTACT NAME: Michelle Henricks
29833 Santa Margarite Pkwy Suite 400 Rancho Santa Margarita, CA 92688 Michella Henricks		PHONE (A/C No. Ext): 949-305-5577 FAX (A/C No.): 949-305-5077
		E-MAIL ADDRESS: michelle@uniquerisk.com
INSURED DLS Landscape Inc. PO Box 67 Redlands, CA 92373		INSURER(S) AFFORDING COVERAGE
		INSURER A: Insurance Company of the West
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 36742876

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURERS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WSD 5022259 01	11/01/13	11/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Moreno Valley, Moreno Valley Community Services District, Moreno Valley Housing Authority
15670 Perris Blvd
Moreno Valley, CA 92552
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)
shenricks
36742876

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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, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 13, 2014

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE AND IRRIGATION DISTRICTS – WEST MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Landscape and Irrigation Districts – West, Maintenance of Parkway and Median Landscaping and Irrigation (“Agreement”) with TruGreen LandCare, 1616 Marlborough Ave., Bldg. S., Riverside, CA 92507 to provide landscape maintenance services to the landscaped parkways and medians in Towngate (E-1), Renaissance Parkway (E-1A), Centerpointe (E-7) and Shadow Mountain (E-16).
2. Authorize the City Manager to execute the Agreement with TruGreen LandCare.
3. Authorize the issuance of purchase orders for service beginning July 1, 2014 to TruGreen LandCare in the not-to-exceed (NTE) amount of \$160,825.52 (\$126,785.52 for base and \$34,040.00 for additional work).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

SUMMARY

The actions before the City Council are to approve the Agreement for Landscape and Irrigation Districts – West, Maintenance of Parkway and Median Landscaping and Irrigation, authorize the City Manager to execute the Agreement with TruGreen LandCare, authorize the issuance of purchase orders for service in the NTE amount of \$160,825.52 (\$126,785.52 for base and \$34,040.00 for additional work); and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authority to authorize the associated P.O.s in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

BACKGROUND

The Moreno Valley Community Services District (CSD) is comprised of a number of Zones, each of which provides a specific set of services within a defined portion of the City. CSD Zone E was established in 1987 to fund landscape maintenance services in certain geographical and development areas of the City. Zone E is comprised of a number of subzones (i.e. Zone E-1, Zone-E-1A, etc.), each of which funds specific landscaping improvements associated with the subdivision (or parts of subdivisions) that comprises the zone.

The CSD furnishes parkway, median and open space landscape maintenance services to these designated tracts and developments. Property owners pay a parcel charge or real property assessment as part of their annual property tax bill, to fund the cost of the landscape services. Revenue collected from the parcel charges or real property assessments may only be used for landscape maintenance services in the service area for which they were collected. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard or reduced level of landscape maintenance services;

Zone E (extensive landscape maintenance), provides landscape maintenance services at standard or reduced service levels to the parkways, medians and open space landscaped areas of specific plan developments. Zone E areas include: Towngate (E-1), Renaissance Park (E-1A), Hidden Springs (E-2), Moreno Valley Ranch-West (E-3), Lasselle Powerline Parkway (E-3A), Moreno Valley Ranch-East (E-4), Daybreak (E-4A), Centerpointe (E-7), Promontory Park (E-8), Stoneridge Ranch (E-12), Mahogany Fields (E-14), Celebration (E-15) and Shadow Mountain (E-16);

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide; and,

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance of the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors to perform landscape or specialty

maintenance services. The scope of the landscape maintenance services is broken into either “base” or “additional work”:

“Base” is the regular, routine landscape maintenance service typically provided to medians, parkways and open space (where applicable). Base services may include: mowing, edging and trimming of turf grass areas (if applicable), pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers and pesticide applications. Typically, the cost for this service is a set monthly cost.

“Additional work” includes, but is not necessarily limited to: additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and if applicable, the addition of added square footage of landscaped areas. The cost of these services varies based upon the needs of the area during the term of the Agreement and the additional work unit prices as listed in the Agreement.

The frequency of the base services (i.e. standard service vs. reduced service) and amount available for additional work depend upon the financial resources available within the budget for each service area. The CSD Board has adopted service levels guidelines (most recently amended on April 26, 2011) for both Zones D and E, which define the frequency of such services.

Landscape maintenance and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement. In accordance with the terms of the Agreement, annual extensions may be granted up to four times, based on the services being sufficiently performed at or better than the specifications outlined in the Agreement, with concurrence of both the CSD and Contractor, and contingent upon available program funding.

DISCUSSION

In February of 2014, an RFP was issued to solicit proposals to provide landscape and irrigation maintenance services to the Towngate (E-1), Renaissance Park (E-1A), Centerpointe (E-7) and Shadow Mountain (E-16) service areas. In addition to proposing on the current level of service being performed in each service area, proposers were requested to provide responses for different service levels. This allows the CSD flexibility in adjusting service levels based on available funding without incurring additional costs of issuing another RFP.

The RFP was advertised in *The Press-Enterprise* on March 7, 2014 and March 9, 2014 and posted to the City’s website. Representatives from seven landscape maintenance companies attended the mandatory pre-submittal meeting on March 12, 2014, where information regarding the RFP, scope of the project, proposal submittal and selection process were reviewed.

On March 26, 2014, before 2:00 p.m., six companies submitted proposals to the office of the City Clerk. Independent reviews of the proposals were conducted by the City’s Park

Maintenance Supervisor, a Senior Engineer, the Senior Parks Maintenance Technician and the Senior Landscape Services Inspector all of whom have experience with landscape maintenance and/or contract management. The scores from each reviewer were collectively totaled and averaged among the four reviewers, which identified TruGreen LandCare as the top ranked proposer based upon their overall understanding of the project and services to be performed, qualified staffing, equipment to perform services, and overall costs. Further, TruGreen LandCare has demonstrated its work quality with its satisfactory performance during the original term and granted first extension agreement for landscape maintenance services provided for Sunnymead Blvd (Zone S) and the citywide landscaped arterial medians (Zone M). Therefore, staff recommends awarding the contract for landscape maintenance within the Towngate (E-1), Renaissance Parkway (E-1A), Centerpointe (E-7) and Shadow Mountain (E-16) service areas to TruGreen LandCare.

Authority for City Manager Approval of Future Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council/CSD shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Agreement as may be allowed per the terms of the Agreement.

Landscape Maintenance Districts - West ¹						
	FY 2014/15 Original Agreement	FY 2015/16 Potential First Extension ²	FY 2016/17 Potential Second Extension ²	FY 2017/18 Potential Third Extension ²	FY 2018/19 Potential Fourth Extension ²	Cumulative Total
Base	\$ 126,785.52	\$126,785.52	\$126,785.52	\$126,785.52	\$126,785.52	\$ 633,927.60
Additional Work	\$ 34,040.00	\$ 34,040.00	\$ 34,040.00	\$ 34,040.00	\$ 34,040.00	\$ 170,200.00
Total	\$ 160,825.52	\$160,825.52	\$160,825.52	\$160,825.52	\$160,825.52	\$ 804,127.60

¹ For purposes of this Agreement, Landscape Districts West include: Towngate (E-1), Renaissance Park (E-1A), Centerpointe (E-7), and Shadow Mountain (E-16).

² Extensions are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding or removing service areas and emergency work.

Staff is requesting the CSD Board authorize the City Manager to approve the Agreement and any future extensions or amendments, as well as associated purchase orders (P.O.) for the Agreement and all future amendments/extensions available, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council/CSD Board and demonstration by the Contractor of having provided satisfactory performance of the services, and both the CSD and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Agreement for Landscape and Irrigation Districts – West, Maintenance of Parkway and Median Landscaping and Irrigation with TruGreen LandCare, in the form attached hereto, to provide for the continuation of landscape maintenance services of the parkways and medians in Towngate (E-1), Renaissance Parkway (E-1A), Centerpointe (E-7) and Shadow Mountain (E-16); authorize the City Manager to execute said Agreement; authorize issuance of purchase orders for FY 2014/15 in the NTE amount of \$160,825.52 (\$126,785.52 for base and \$34,040.00 for additional work); and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authorizing the associated P.O.s as may be required, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted maintenance of the parkways, medians, and open space landscaped areas in Towngate (E-1), Renaissance Park (E-1A), Centerpointe (E-7) and Shadow Mountain (E-16).*

2. Do not approve the Agreement for Landscape and Irrigation Districts – West, Maintenance of Parkway and Median Landscaping and Irrigation with TruGreen LandCare in the form attached hereto; nor authorize the City Manager to execute said Agreement; nor authorize issuance of purchase orders for FY 2014/15 in the NTE amount of \$160,825.52 (\$126,785.52 for base and \$34,040.00 for additional work); and do not authorize the City Manager to execute subsequent extensions or amendments to the Agreement nor authorize associated P.O.s as may be required, in accordance with the terms of the Agreement. *By selecting this alternative, there will be an interruption in the maintenance of the parkways and medians in Towngate (E-1), Renaissance Park (E-1A), Centerpointe (E-7) and Shadow Mountain (E-16). This will result in landscaping being deficient in receiving any level of maintenance services and cause additional costs to be incurred to obtain another contractor to provide landscape maintenance services with no guarantee that a more qualified contractor can be found at a better cost.*

FISCAL IMPACT

Administration and maintenance of the parkway and median landscaped areas for Towngate (E-1), Renaissance Parkway (E-1A), Centerpointe (E-7) and Shadow Mountain (E-16) are funded through either an approved property owner parcel charge or real property assessment, which are levied and collected on the property tax bills. Revenue from the parcel charge or real property assessment for Towngate (E-1), Renaissance Parkway (E-1A), Centerpointe (E-7) and Shadow Mountain (E-16) may only be used for landscape maintenance services associated with the parkways and medians in their respective landscape service areas. **The costs for these maintenance services have been approved in the budget for the coming fiscal year and will be allocated in the amounts as shown in the table on the following page.**

The following table represents the allocation and cost for base service and additional work costs of the Agreement for FY 2014/15.

Service Area (Zone)	Contractor	GL Account	2014/15 Base Agreement Amount	2014/15 Additional Work Agreement Amount	2014/15 Total Agreement Amount
E-1	TruGreen Landcare	5013-30-79-25706-620910	\$ 59,160.12	\$ 14,250.00	\$ 73,410.12
E-1A	TruGreen Landcare	5013-30-79-25707-620910	9,154.44	2,400.00	11,554.44
E-7	TruGreen Landcare	5013-30-79-25713-620910	36,239.40	7,140.00	43,379.40
E-16	TruGreen Landcare	5013-30-79-25718-620910	22,231.56	10,250.00	32,481.56
Total			\$ 126,785.52	\$ 34,040.00	\$ 160,825.52

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

By accepting the proposal of TruGreen LandCare the CSD Board will continue to promote community image, neighborhood pride and cleanliness, while ensuring that the public facilities are being properly maintained.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Vicinity Maps – Towngate (E-1), Renaissance Parkway (E-1A), Centerpointe (E-7) and Shadow Mountain (E-16)

Attachment 2: Proposal Evaluation Recap Sheet

Attachment 3: Copy of Agreement

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace E. Cassel
Special Districts Division Manager

Vicinity Maps

**Moreno Valley Community Services District
Extensive Landscape Maintenance (*Jardinera y mantenimiento general*)**

Zone (Zona) E-1 • Towngate



Map Produced by Moreno Valley
Geographic Information System
File G:\ArcMap\Special Districts\
E_Zone\Map_e_0311E1_8.5x11.mxd
March 29, 2011

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

- Landscaped Median (*Medianas Ajardinadas*)
- Landscaped Parkway (*Areas Ajardinadas*)
- Zone E-1 Parcels (*Zona E-1 Parcelas*)



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-1A • Walls/Internal Landscape Maintenance



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

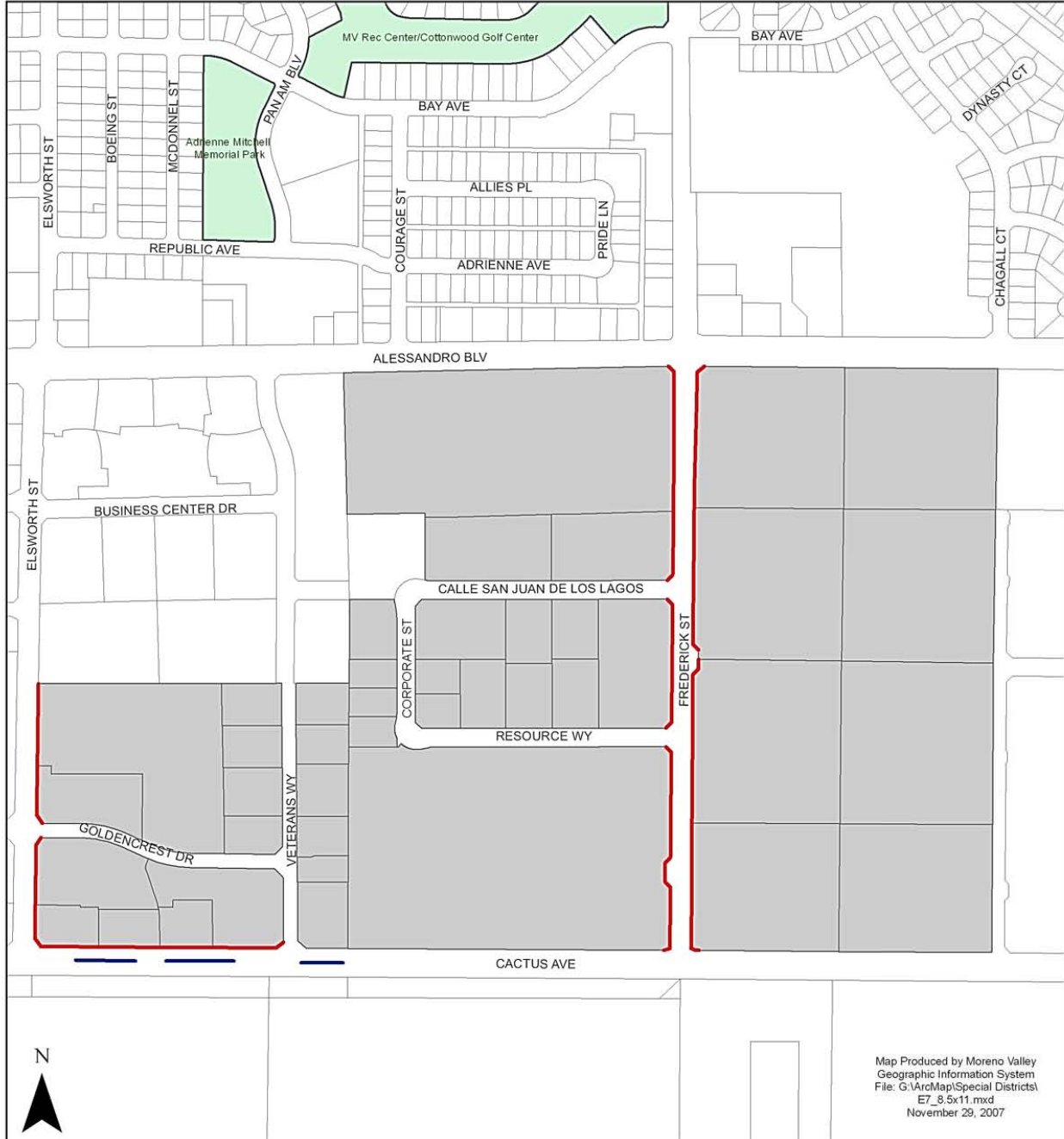
Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E1A_8.5x11.mxd
November 29, 2007

- CSD Maintained Aterial Walls
- CSD Maintained Landscape and Internal Walls
- Zone E-1A Parcels



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E7_8.5x11.mxd
November 29, 2007

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

- Landscaped Median
- Landscaped Parkway
- Zone E-7 Parcels



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E_Zone_0311\E16_8.5x11.mxd
March 20, 2013

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

- Landscaped Parkways
- Landscaped Medians
- Zone E-16 Properties



**Proposal Evaluation Recap Sheet
RFP SD 2015-01
Landscape and Irrigation Districts West**

Vendor	E-1	E-1A	E-7	E-16	Total Parkways & Medians	Rating Panel (Average rating)	Ranking
TruGreen LandCare	\$ 59,160.12	\$ 9,154.44	\$ 36,239.40	\$ 22,231.56	\$ 126,785.52	84.63	1
Marina Landscape, Inc.	60,792.00	9,708.00	32,016.00	28,668.00	131,184.00	84.25	2
Mariposa Landscapes, Inc.	64,440.00	10,464.00	39,144.00	28,320.00	142,368.00	79.63	3
Madori Gardens	67,300.00	8,015.00	49,088.00	20,615.00	145,018.00	74.38	4
Excel Lanscape, Inc.	81,588.00	12,204.00	38,664.00	38,736.00	171,192.00	70.75	5
Merchants Landsape Services, Inc.	64,724.28	4,446.48	33,386.76	28,320.48	130,878.00	70.38	6

Landscape Services for Towngate (E-1) and Renaissance Park (E-1A) are at a reduced service level. Centerpointe (E-7) and Shadow Mountain (E-16) are at a standard service level.

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INDEPENDENT CONTRACTOR AGREEMENT
RFP NO. SD 2015-01
LANDSCAPE AND IRRIGATION DISTRICTS - WEST
 MAINTENANCE OF PARKWAY AND MEDIAN
 LANDSCAPING AND IRRIGATION

This Agreement, herein referred to as "Agreement" or "Contract" is made by and between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552 hereinafter referred to as "CSD" and TruGreen LandCare, a Limited Liability Company, with its principal place of business at 1616 Marlborough Ave., Bldg. S, Riverside, CA 92507, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Contractor desires to perform and assume responsibility for the provision of professional landscape and irrigation maintenance services required by the CSD based upon on the term and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional landscape and irrigation maintenance services and is licensed in the State of California; and,
- C. The CSD desires to engage Contractor to render such services for landscape and irrigation maintenance; and,
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement.
- E. This Agreement is made and entered into effective the date the CSD signs this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	<u>TruGreen LandCare</u>
Street Address	<u>1616 Marlborough Ave., Bldg. S.</u>
Street Address	<u></u>
City, State, Zip	<u>Riverside, CA 92507</u>
Mailing Address	<u>Same as above</u>
(If same as Street Address, write same or same as above)	<u></u>
Business Phone (with area code)	<u>(951)688-6880</u>
Cell or Mobile Phone (with area code)	<u></u>
Other Contact Number (with area code)	<u></u>
Fax Number	<u></u>

Email Address	_____
Social Security Number	_____
Business License Number	970508
Federal Tax ID Number	36-4313318
Contractor's License Number & Classification	C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor and the services of this RFP are 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 Contract Starting Date is July 1, 2014 and the Contract Ending Date is June 30, 2015 unless terminated earlier as provided herein. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The CSD acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CSD will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the 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 Contract, with the exception that the CSD 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 the City
- E. Substitution of Key Personnel. Contractor has represented to CSD 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 the City. In the event that CSD and Contractor cannot agree as to the substitution of key personnel, CSD 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 CSD 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: Financial & Management Service Director or his or her designee.
- F. City's Representative. The CSD hereby designates the City Manager in the capacity of District Manager to the Moreno Valley Community Services District, 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 TruGreen Landcare Branch Manager, or his 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 Contract. 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 CSD 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 of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (CSD or District), and the 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. 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 District and the Moreno Valley Housing Authority, 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 District, 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 District, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City and/or CSD for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the District, 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 District, 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 District against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Contract. 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, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/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 and the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and, the Moreno Valley Housing Authority their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The CSD and the Contractor agree that to the extent permitted by law, until final approval by the CSD, all data shall be treated as confidential and will not be released to third parties without the prior written consent of all parties.
- N. Entire of the Agreement. This Agreement constitutes the entire Contract 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 proposal attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by all parties. Assignment of this Agreement is prohibited without prior written consent.

O. Termination.

1. The CSD 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 CSD 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 .
2. Either party may terminate this Agreement for cause. In the event the CSD 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.
3. If this Agreement is terminated as provided herein, the CSD 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.
4. In the event this Agreement is terminated in whole or in part as provided herein, the CSD 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 Contract will be reported to Federal and State taxing authorities as required. The CSD will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

Q. Restrictions on City and City/CSD Employees. The Contractor shall not employ any City or CSD employee or official in the work performed pursuant to this Contract. No officer or employee of the City or CSD shall have any financial interest in this Contract in violation of federal, state, or local laws.

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 Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this

Contract shall be brought in the appropriate court located in Riverside County, State of California.

- S. Delivery of Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate),:

To Contractor: TruGreen LandCare

1616 Marlborough Ave., Bldg. S.

Riverside, CA 92507

Martin McKenna

(951) 688-6880

Martin.McKenna@Landcare.com

To City: THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
Financial & Management Services Department
Special Districts Division
14331 Frederick Street, Suite 2
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Email address: specialdistricts@moval.org

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. The 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 all parties.

W.

- X. 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.
- Y. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Z. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- AA. 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.
- BB. 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:

SIGNATURE PAGE

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

City of Moreno Valley
Community Services District

TruGreen Landcare

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

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

<u>INTERNAL USE ONLY</u>
ATTEST: _____ City Clerk/Secretary to the CSD Board
APPROVED AS TO LEGAL FORM: _____ City Attorney/Counsel to the CSD Board
_____ Date
RECOMMENDED FOR APPROVAL: _____ Department Head
_____ Date

By: _____
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

Personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual(s)
 Corporate Officer

(Title)

Partner (s)
 Attorney-in-Fact
 Other _____

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)**

**RFP NO. SD 2015-01
LANDSCAPE AND IRRIGATION DISTRICTS - WEST**

**MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, herein after known as "CSD or District", has awarded to _____, as Principal hereinafter designated as "Contractor" and the CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager as District Manager to the CSD Board, and identified as **LANDSCAPE AND IRRIGATION DISTRICTS – WEST**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley and the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City or CSD and judgment is recovered, the Surety shall pay all costs incurred by the City or CSD in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
Landscape and Irrigation Districts - West

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney and City Attorney, in the Capacity of
General Legal Counsel to the Moreno Valley Community
Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

Individual(s)

Corporate Officer

(Title)

Partner (s)

Attorney-in-Fact

Other _____

BOND NO. _____
PREMIUM \$ _____

**LABOR AND MATERIALS BOND
(100% of Total Contract Amount)**

**RFP NO. SD 2015-01
LANDSCAPE AND IRRIGATION DISTRICTS - WEST
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, hereinafter known as "CSD or District," has awarded to _____, as Principal hereinafter designated as "Contractor" and the District are about to enter into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as **LANDSCAPE AND IRRIGATION DISTRICTS – WEST**, is hereby referred to and made a part hereof; and,

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____) (words and figures), lawful money of the United States, to be paid to said City or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons described in the State of California Civil Code Section 3181, or amount due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not to exceed the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City, or other person entitled to bring such an action, and judgment is recovered the, the Surety shall pay all cost incurred by the City or CSD in such suit, including a reasonable attorney fee to be fixed by the court.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS BOND
Landscape and Irrigation Districts - West
BOND NO. _____

WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20__.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____ Name: _____

Address: _____ Address: _____

Telephone Number: _____ Telephone Number: _____

By: _____ By: _____

Title: _____ Title: _____

By: _____ By: _____

Title: _____ Title: _____

Approved as to form this _____ day of _____, 20__.

City Attorney and City Attorney in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached Notary Certificate for the Proposer.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

The Proper's and Surety's Corporate Seal may be affixed hereto.

EXHIBIT A

RFP NO. SD 2015-01 LANDSCAPE AND IRRIGATION DISTRICTS - WEST MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape, irrigation and appurtenant maintenance services within the boundaries of the various CSD LMDs and/or zones of the City/CSD as determined in the resolutions of the City Council and/or Community Services District Board establishing said LMDs and/or zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20 (Project Location Maps).
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, (if applicable), groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Agreement; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Financial and Management Services Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in the work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Agreement, nor shall the City or CSD be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the City or CSD.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the City and/or CSD as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the City and/or CSD at the address as set forth in Section 3, paragraph S of the Independent Contractor Agreement at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the City and/or CSD for non-performance penalties per Exhibit C, Section 4.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
 - 1. Fertilization;
 - 2. Turf Aeration;
 - 3. Application of pesticides by any method;
 - 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact the City/CSD field staff to inform them of said alternate work assignments. Failure to advise the City/CSD field staff may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

- G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

- A. For award of the Contract to a Contractor who has not performed landscape and irrigation maintenance services for the site(s) as identified within this Contract for the prior year's contracting term, the Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to the City/CSD Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the City/CSD deducting payment of all or part of the Contractor's compensation, as described in Exhibit C, Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report

Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.

- C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- D. The Director may require the Contractor to attend meetings with the City/CSD field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C, Section 4.
- E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name.

Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week.

During normal working hours, the Contractor's Supervisor or designated employee responsible for providing maintenance services to the City/CSD shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City/CSD is the minimum acceptable standard under this Contract. Failure to capably provide regular communication may result in the Contractor being assessed non-performance penalties, per Exhibit C, Section 4.

- F. The Contractor shall respond to an emergency call from any of the parties listed herein this section no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

1. City Manager
2. Financial & Mgmt. Services Director
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector
9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C, Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City/CSD.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor

liable for assessment of non-performance penalties, per Exhibit C, Section 4.

- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the City/CSD, per Exhibit C, Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.
- C. In addition to the provisions of Exhibit A, Section 6, paragraph A, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Agreement by Contractor, the City/CSD may immediately upon written notice to the Contractor terminate this Agreement.

7. GENERAL PROVISIONS - SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full

compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2012 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the City/CSD in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in payment deduction per Exhibit C, Section 3, or assessment of non-performance penalties per Exhibit C, Section 4. Repeated failure to comply with the provisions of this section may result in termination of the Agreement, per the terms of the independent Contractor Agreement, Section 3, paragraph O.

8. USE OF CHEMICALS

- A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Agreement, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

- B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C, Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley and/or the City of Moreno Valley Community Services District ("City"). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments

of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached Agreement, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this Contract as required by California Labor Code Section 1776.
- C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the Contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the Contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted

the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection with the performance under this Agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE (IF APPLICABLE)

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E, Section V. Schedule I A. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.
2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the City.
3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Provisions - Fertilization, Exhibit A, Section 18.
13. Pest control: See Technical Provisions - Pesticide Use, Exhibit A, Section 19.
14. Aeration:
 - (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, Section V. Schedule I A unless otherwise directed by the Director;

- (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Exhibit A, Section 18.
15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C, Section 2.
16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C, Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C, Section 2.
3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
4. Trees shall be pruned at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:
 - (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by the City field staff.
6. Portions of trees over eighteen feet (18') in height shall:
 - (a) Be inspected annually;
 - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
 - (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - (c) Use of pruning paint/pruning compound/wound dressing;
 - (d) Use of climbing spurs or gaffs.
9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum City standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
12. Pest control: See Technical Provisions – Pesticide Use, Exhibit A, Section 19.
13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C, Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, Section V. Schedule I A, unless otherwise directed by the Director, in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned in a manner that will:
 - (a) Enable successful adaptation to their particular site situation;
 - (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
6. Pruning tools must:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:
 - (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Provisions - Fertilization, Exhibit A, Section 18.
9. Pest control: See Technical Provisions –Pesticide Use, Exhibit A, Section 19.
10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C, Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').
3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E, Section V. Schedule I A, unless otherwise directed by the Director in order to:
 - (a) Remove dead, diseased, or damaged branches/crowns;
 - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Provisions - Fertilization, Exhibit A, Section 18.
8. Pest control: See Technical Provisions –Pesticide Use, Exhibit A, Section 19.
9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C, Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, Section V. Schedule I A unless otherwise directed by the Director.
3. Chemical weed control: See Technical Provisions – Pesticide Use, Exhibit A, Section 19.
4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all City irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by City field staff.
3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C, Section 2.
5. The Contractor shall furnish, at no cost to the City, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:
 - (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;
 - (b) Be turned off during periods of rainfall, or as directed by City field staff;
 - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
 - (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to ensure proper operation and coverage not less than at each time of operation;

- (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- 8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.
- 9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C, Section 4.

G. DEBRIS/LITTER

- 1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, Section V., Schedule I A unless otherwise stated herein this Section and/or as directed by the Director.
- 2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Contract, all debris generated by his or her performance of the work.
- 3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.
- 4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- 5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site and in a legal manner.
- 6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until City staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C, Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this Contract, materials defined as “greenwaste” shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract’s Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract’s Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service, Table, Exhibit E, Section V, Schedule I, A, as an element of Contractor's Monthly Reporting requirements, as set forth herein Exhibit A, Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor’s Scope of Work.
5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C, Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION (IF APPLICABLE)

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e, a humus base fertilizer shall be applied to turf areas in accordance with Table I, below and the Frequency of Service Table, Exhibit E, Section V, Schedule I, A. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C, Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.
3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8 – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8 – Use of Chemicals.
6. Written notification to Director must be provided five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E, Section V, Schedule I, A. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E, Section V, Schedule I, A. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C, Section 4.

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8 – Use of Chemicals.
4. Written notification to Director must be provided five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C, Section 2.
2. All trees shall be fertilized as directed by City field staff. Fertilizer type and rates will be specified on a per job basis.
 - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by City and/or District field staff.
 - (b) No injecting or drilling into tree trunk will be allowed.
 - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Agreement, per Exhibit A, Section 8 – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8 – Use of Chemicals.

4. Written notification to Director must be provided a minimum of five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8 – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The City of Moreno Valley and the Moreno Valley Community Services District encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.
3. All pesticide applications shall be applied as directed by the Director.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Agreement, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8 – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C, Section 4.
6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by City staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8 – Use of Chemicals.
3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C, Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control
 - (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.
 - (b) Appropriate chemical control must be used on the following weeds.
 - Bermuda Grass
 - Kikuyu Grass
 - Nutsedge
 - Field Bindweed
 - Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary

- (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C, Section 4.

2. Snail Control

- (a) Snails shall be controlled on a regular basis on the following plant species:
 - Agapanthus africanus
 - Aptenia sp.
 - Gazania sp.
 - Hemerocallis sp.
- (b) Snails shall be controlled on an as needed basis on all other plant material.
- (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C, Section 4.

3. Insect and Disease Control

- (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by City field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C, Section 2.
- (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C, Section 2.
- (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C, Section 2.
- (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C, Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C, Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C, Section 4.

D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)

1. Weed Control

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C, Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C, Section 2.
- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C, Section 4.

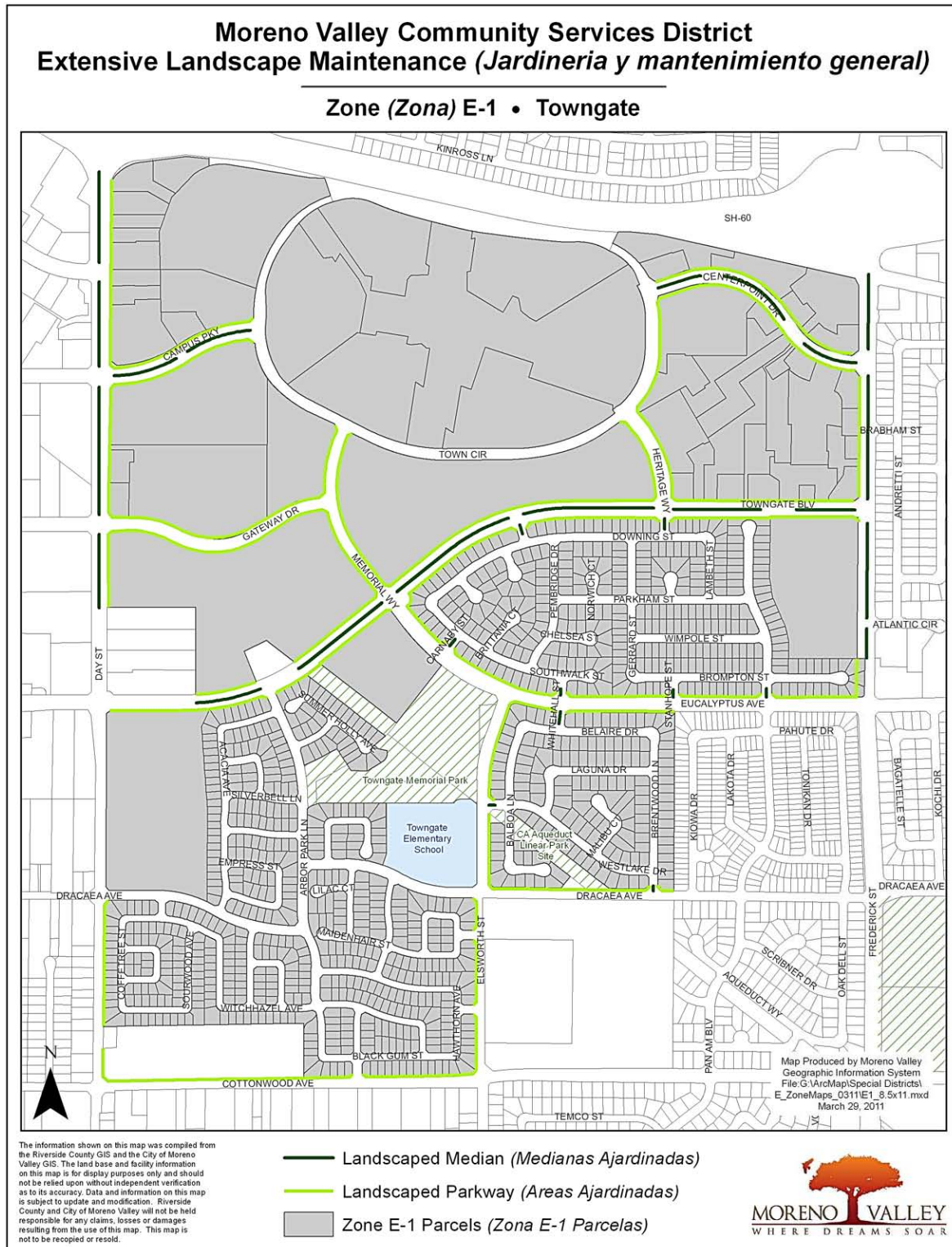
2. Insect and Disease Control

- (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C, Section 2.
- (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C, Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C, Section 4.

20. PROJECT LOCATION MAPS



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-1A • Walls/Internal Landscape Maintenance



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

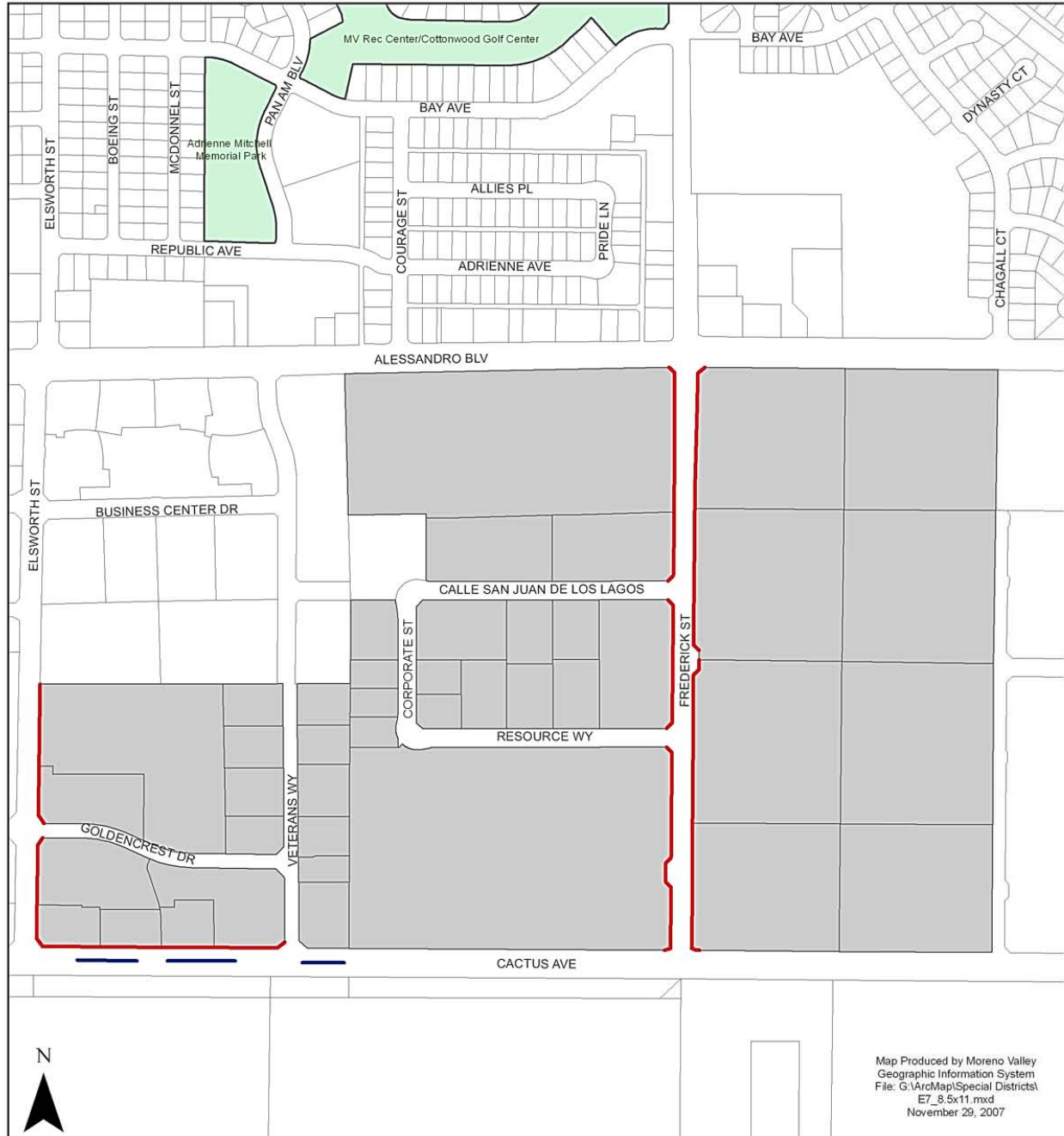
- CSD Maintained Arterial Walls
- CSD Maintained Landscape and Internal Walls
- Zone E-1A Parcels

Map Produced by Moreno Valley
 Geographic Information System
 File: G:\ArcMap\Special Districts\
 E1A_8.5x11.mxd
 November 29, 2007



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe



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

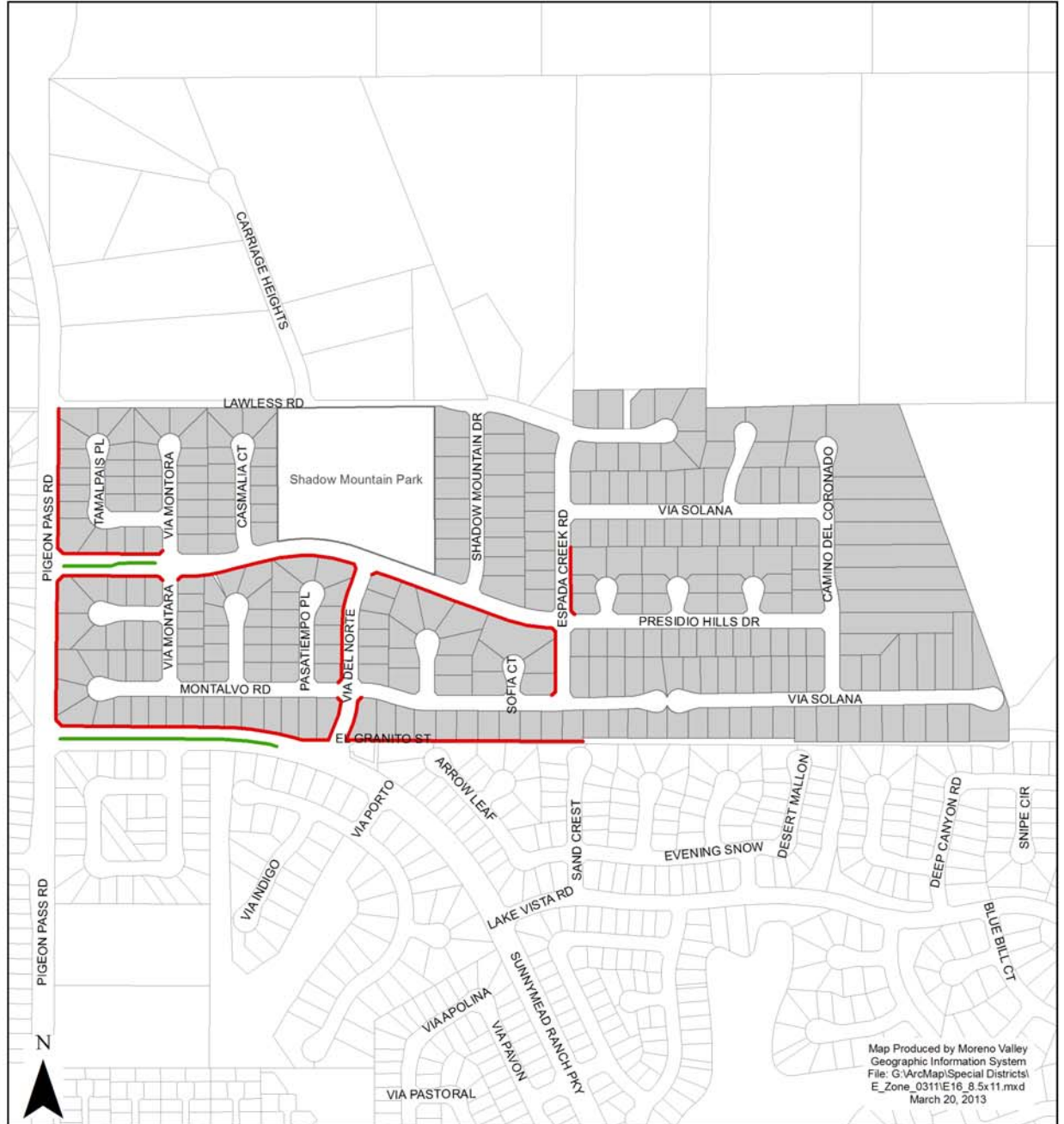
- Landscaped Median
- Landscaped Parkway
- Zone E-7 Parcels

Map Produced by Moreno Valley
 Geographic Information System
 File: G:\ArcMap\Special Districts\
 E7_8.5x11.mxd
 November 29, 2007



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain



Map Produced by Moreno Valley
 Geographic Information System
 File: G:\ArcMap\Special Districts\
 E_Zone_0311\E16_8.5x11.mxd
 March 20, 2013

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

- Landscaped Parkways
- Landscaped Medians
- Zone E-16 Properties



EXHIBIT B: CSD Responsibilities

RFP NO. SD 2015-01 LANDSCAPE AND IRRIGATION DISTRICTS - WEST MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

- A. The Contract shall be administered on behalf of the Financial and Management Services Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The City/CSD shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by City field staff.

3. UTILITIES

It shall be the City/CSD's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications) and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The City/CSD will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- A. The City/CSD shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
RFP NO. SD 2015-01
LANDSCAPE AND IRRIGATION DISTRICTS - WEST
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

- A. The Contractor will electronically submit an invoice to be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) maintenance performed, which must include the location, area or site of such maintenance, 2) greenwaste, 3) complaints received, 3) hazards noted, 4) chemicals used in the prior month and 5) an invoice for service, which list in detail the site, service performed and cost in accordance with the Contract price, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. At no time will the City pay for more service than have been satisfactorily completed and the City's determination of the amount due shall be final.

The Contractor will submit all invoices electronically to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

The Contractor will electronically submit copies of invoices and reports to the Special Districts Division at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

- B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.
- C. Except where additional compensation is specifically provided for in this Contract, the City/CSD will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of ONE HUNDRED TWENTY-TEN THOUSAND, FIVE HUNDRED SIXTY-FIVE and 46/100 (\$10,565.46) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed ONE HUNDRED TWENTY-SIX THOUSAND, SEVEN HUNDRED EIGHTY-FIVE dollars and 52/100 (\$126,785.52), except as provided for herein Exhibit C, Section 2 below.

- D. The Contractor agrees that City/CSD 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/CSD. 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.
- E. The minimum information required on all invoices includes:
1. Vendor Name, Mailing Address and Phone Number
 2. Invoice Date
 3. Vendor Invoice Number
 4. City provided Reference Number (Project Title)
 5. Detailed work hours by class title (e.g. manager, technician or specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City/CSD shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.
- H. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the City/CSD.
- I. 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/CSD 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.

2. **ADDITIONAL WORK**

- A. During the term of this Contract the City/CSD may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Exhibit C, Section 2, paragraph C, herein, in addition to the work set forth in Exhibit A, Section 1, General Provisions - Scope of Work.

If the City/CSD determines it to be in the City/CSD's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in Exhibit E, Schedule II, Sections C & D or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B, below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the City/CSD.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City/CSD for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City/CSD's work force.
- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the City/CSD may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, Section D shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A, B, and C above in excess of the cumulative total of THIRTY-FOUR THOUSAND FOURTY dollars and 00/100 (\$34,040.00) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The City/CSD may deduct payment to such extent as may be necessary to protect the City/CSD from loss due to:

- A. Work required in the General or Technical Provisions which is: not performed, not performed to the standards set forth therein, not performed at or within the time(s) specified therein, or is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City/CSD. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City/CSD to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. SD 2015-01 LANDSCAPE AND IRRIGATION DISTRICTS - WEST MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

- A. Following approval by all parties, the Contract will commence on July 1, 2014, and shall terminate June 30, 2015 (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of all parties. Written notice of the City/CSD's intent to invoke this subsection of the Contract shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B above, the City shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

- D. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Moreno Valley Community Services District does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. SD 2015-01
LANDSCAPE AND IRRIGATION DISTRICTS - WEST
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. SD 2015-01
LANDSCAPE AND IRRIGATION DISTRICTS - WEST
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. Company Name: TruGreen LandCare

TYPE

- Sole proprietor _____
- Partnership X
- Corporation _____

B. Company Address (Street) 1616 Marlborough Ave, Bldg S

(City, State, Zip) Riverside, CA 92507

C. Company Address (Mailing) Same as above

(City, State, Zip) _____

D. Business Phone Number(with area code) (951) 688-6880

E. Satellite Office Address (if applicable):

N/A

F. Satellite Office Phone Number N/A

G. Contractor's Licensing Information:

1. License number/Classification/Name Style: 970508/C27

2. Number of Years Operating Under the Above License Name Style: 2

3. License Expiration Date: 02/29/16

4. Current License Status: Active

5. Prior actions against this License? Yes / No

6. If Yes, list the citation type and how it was resolved: _____

H. Company's Federal Identification No.: 36-4313318

I. Name and Title(s) of Company Officers: _____

TruGreen LandCare L.L.C. - partner
TruGreen Companies L.L.C. - partner

J. Number of years the company has performed landscape maintenances services:
30

K. Number of years the company has performed landscape maintenances services for public agencies: 30

L. Current Landscape Maintenance Operations

The City recognizes that the information provided in answer to this question is proprietary in nature and therefore the City will keep this information confidential to the extent permitted by law.

Total number of landscape maintenance contracts: over 200

Percentage of total contracts with public agencies: 10% - Branch 6169

Total dollar value of landscape maintenance contracts: \$700,000.00 - Branch 6169

1. Number of employees committed to landscape maintenance operations

Supervisors: <u>4</u>	Average wage scale: \$ <u>55k</u> / yr*
Technicians: <u>6</u>	Average wage scale: \$ <u>15.00</u> /Hr.*
Foremen: <u>20</u>	Average wage scale: \$ <u>13.50</u> /Hr.*
Laborers: <u>45</u>	Average wage scale: \$ <u>8.90</u> /Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. Type & number of vehicles & power equipment committed to landscape maintenance operations:

A. Motor vehicles:

• Type: <u>Dumptrucks</u>	Number: <u>3</u>
• Type: <u>Arbor Truck/Boom</u>	Number: <u>3</u>
• Type: <u>Pickups</u>	Number: <u>25</u>
• Type: <u>Irrigation Trucks</u>	Number: <u>6</u>
<u>Spray Truck</u>	<u>2</u>

B. Power equipment

• Type: <u>Mower 21", 36", 48", 60"</u>	Number: <u>30</u>
• Type: <u>Weedeater/trimmer/blowers</u>	Number: <u>85</u>
• Type: _____	Number: _____
• Type: _____	Number: _____

II: SCHEDULE I – REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

- A. List a minimum of three (3) references for public agency landscape maintenance contracts that are either current and/or have been successfully completed within the last two (2) years.
- B. Reference responses must include:
1. Name and address of agency;
 2. Name and telephone number of agency person responsible for administering contract;
 3. Contract name(s) / number(s);
 4. Annual contract amount(s);
 5. Number of acres maintained per contract(s);
 6. Location(s) of contract areas – we will visit site(s);
 6. Length of contract(s).
- C. The following reference questions will be asked of each agency referenced:
1. How many (number) of contracts and years under contract?
 2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
 3. What are/were the Contract amount(s)?
 4. Do/did they have adequate (quantity/quality) staffing?
 5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
 6. Does staff have the ability to comprehend/speak English?
 7. How are/were the appearance, uniforms, and use of safety equipment?
 8. Do/did they have availability of additional personnel for extra work/special projects?
 9. Is/was the equipment used in good working order?
 10. Do/did they have an effective in-company communications system?
 11. How is/was the knowledge of project/contract standards?
 12. Do/did they have the ability to respond to complaints/requests in a timely fashion?
 13. Are/were they willing to resolve questions, disputes, and deficiencies short of “formal” sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
 14. How accurate & timely is/was billing/invoicing?
 15. Have Contract(s) been successfully completed to term?
 16. Would you accept future proposals/bids from this company?

TruGreen LandCare References

City of Rancho Cucamonga
9153 9th S
Rancho Cucamonga, CA 91730
Contact: Steve Relph (909) 477-2700
December 1999 to Present
\$500,000.00 Annually
Square Footage: 45 acres
Areas Serviced: LMD's throughout the City

Marriott Desert Spring Villas
1091 Pinehurst
Palm Desert CA 92260
Contact: Glenn Knorr (760)779-1291
2005 to Present
\$536,400.00 Annually
Square Footage: 30 acres
Areas Serviced: Common Areas & High Profile Areas

City of Banning
5261 W. Wilon
Banning, CA 92220
Contact: Carl Szoyska (951)922-3286
September 2005 to Present
\$31,000.00 Annually
Square Footage: 2.5 acres
Areas Serviced: City Hall, Police Department, Aquatic Center

Additional references available upon request

III: SCHEDULE I – PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location(s) and/or address(es) where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Riverside Branch: 1616 Marlborough Ave, Bldg S
Riverside, CA 92507

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with an (S) any listed equipment to be shared with another contract/project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

Mowers, edgers, line trimmers, hedge trimmers,
Spray equipment, blowers, chain saws, brush/wood
chipper

2. **Motor Vehicles:**

F-350 Stake bed
F-150 Pickups
F-350 Spray Truck

3. **Turf Maintenance Power Equipment/Tools:**

60" Lazer Mower
48" Mower
36" Mower
21" Mower
Boom Sprayer
Edgers

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Morbark 12" Chipper
Stumpgrinder
65' Boom truck

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Irrigation trucks RC units

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Walkbehind Ride on Spreaders & belly grinders

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

Backpack Sprayers
2 Spray Rig trucks
1 Boom Sprayer

- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with an (S) if listed personnel are to be shared with another contract/project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**

(List labor, administrative, and field supervisory personnel – include any relevant education, certification and/or licensing information for each person listed)

Stephen Darden – Operations Manager/ISA Arborist/QAL
Conrado Sigala – Account Manager
Supervisor & Laborers – TBD
Admin Staff

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

Stephen Darden – Operations Manager ISA WE 7654A/TRAQ 1530
Rafael Gomez – Tree Crew Sup. / ISA Climber/Ariel Rescue

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification and/or licensing information for each person listed)

Pablo Penaloza
Gilberto Castillo

4. **Pesticide Application:**

(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Mitsuaki Kanemoto – QAL 102657
Ray Velasquez – QAL 103311
Annual Training completed for crews

IV: SCHEDULE I –PROPOSED PROJECT WORK SCHEDULES

Following this page are blank Monthly and Annual Schedule Sheets. There is one monthly and one annual schedule sheet for each area identified in this Contract.

Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as described in Exhibit A. For services listed in Exhibit A - Technical Provisions, Sections 17, A, C, D, E; G; 18 A and B; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICES TABLE located in Exhibit E, Schedule I, Section V.

When referencing the Frequency of Services Table to prepare the Monthly and Annual Schedule Sheets reference should only be made to the current service level for each area, as follows:

1. E-1 & E-1A Service Schedule Level 3 (12 week) column.
2. E-7 & E-16 Service Schedule Level 1 (4 week) column.

If selected, the awarded Contractor will provide the City within 30 days after contract execution, mapped work schedules for areas E-1, E-1A, E-7 and E-16. Sample mapped work schedules have been provided for reference in Exhibit E, Section VI Schedule I.

A. Monthly Schedule Sheet

1. List all tasks specified to be performed on a weekly or monthly basis for areas E-1, E-1A, E-7 and E-16 in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. Annual Schedule Sheet

1. List all tasks specified to be performed for areas E-1, E-1A, E-7 and E-16 at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or if not specified, the month(s) in which the work is proposed to be performed.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

E-1 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 3 (12 week)

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Irrigation	Mow/Edge	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #2 Irrigation	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #3 Irrigation	Mow/Edge	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #4 Irrigation	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	

E-1A MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 3 (12 week)

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Irrigation	Mow/Edge	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #2 Irrigation	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #3 Irrigation	Mow/Edge	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #4 Irrigation	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	

E-7 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1 (4 week)

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1	Irrigation	Mow/Edge Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #2	Irrigation	Mow/Edge Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #3	Irrigation	Mow/Edge Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #4	Irrigation	Mow/Edge Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	

E-16 MONTHLY SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1 (4 week)

PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1	Irrigation	Mow/Edge Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #2	Irrigation	Mow/Edge Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #3	Irrigation	Mow/Edge Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	
WEEK #4	Irrigation	Mow/Edge Trim/Prune Weeding Litter	Trim/Prune Weeding Litter	

E-1 ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 3 (12 week)

PROPOSED PROJECT WORK SCHEDULES

<p>JANUARY</p>	<p>FEBRUARY</p> <p>Turf Fertilization 22-0-6 Pro Turf</p>	<p>MARCH</p> <p>Pre-emergent Weed control</p>
<p>APRIL</p> <p>Shrub & Ground cover fertilization 23-5-10 Best Poly supreme</p>	<p>MAY</p>	<p>JUNE</p> <p>Turf Fertilization 22-5-5 Best turf Gold</p>
<p>JULY</p>	<p>AUGUST</p>	<p>SEPTEMBER</p> <p>Pre-emergent Weed control</p>
<p>OCTOBER</p> <p>Turf fertilization 22-5-5 Best Turf Gold</p>	<p>NOVEMBER</p>	<p>DECEMBER</p>

E-1A ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 3 (12 week)

PROPOSED PROJECT WORK SCHEDULES

<p>JANUARY</p>	<p>FEBRUARY</p> <p>Turf fertilization 22-0-6 Pro Turf</p>	<p>MARCH</p> <p>Pre-emergent Weed control</p>
<p>APRIL</p> <p>Shrub & Ground fertilization 23-5-10 Best Poly supreme</p>	<p>MAY</p>	<p>JUNE</p> <p>Turf fertilization 22-5-5 Best turf Gold</p>
<p>JULY</p>	<p>AUGUST</p>	<p>SEPTEMBER</p> <p>Pre-emergent weed control</p>
<p>OCTOBER</p> <p>Turf fertilization 22-5-5 Best Turf gold</p>	<p>NOVEMBER</p>	<p>DECEMBER</p>

E-7 ANNUAL SCHEDULE SHEET

PARKWAYS – SERVICE SCHEDULE LEVEL 1 (4 week)

PROPOSED PROJECT WORK SCHEDULES

<p>JANUARY</p>	<p>FEBRUARY</p> <p>Turf Fertilization 22-0-6 Pro turf</p>	<p>MARCH</p> <p>Pre-emergent weed control</p>
<p>APRIL</p> <p>Shrub & Ground cover fertilization 23-5-10 Best Poly supreme</p>	<p>MAY</p>	<p>JUNE</p> <p>Turf fertilization 22-5-5 Best turf gold</p>
<p>JULY</p>	<p>AUGUST</p>	<p>SEPTEMBER</p> <p>Pre-emergent weed control</p>
<p>OCTOBER</p> <p>Turf fertilization 22-5-5 Best turf gold</p>	<p>NOVEMBER</p>	<p>DECEMBER</p>

E-16 ANNUAL SCHEDULE SHEET

SERVICE SCHEDULE LEVEL 1 (4 week)

PROPOSED PROJECT WORK SCHEDULES

<p>JANUARY</p>	<p>FEBRUARY</p> <p>Turf Fertilization 22-0-6 Pro turf</p>	<p>MARCH</p> <p>Pre-emergent weed control</p>
<p>APRIL</p> <p>Shrub & Ground cover fertilization 23-5-10 Best Poly supreme</p>	<p>MAY</p>	<p>JUNE</p> <p>Turf fertilization 22-5-5 Best turf gold</p>
<p>JULY</p>	<p>AUGUST</p>	<p>SEPTEMBER</p> <p>Pre-emergent weed control</p>
<p>OCTOBER</p> <p>Turf fertilization 22-5-5 Best turf gold</p>	<p>NOVEMBER</p>	<p>DECEMBER</p>

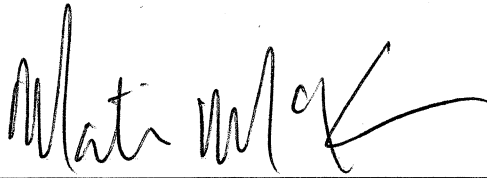
V: SCHEDULE I – FREQUENCY OF SERVICES TABLE

A. PARKWAYS AND MEDIANS

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care ¹			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization ¹	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent Ground covers, shrubs & trees - Pesticide usage criteria ²	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

¹As of the preparation of this Contract, no Turf areas are located within the E-1A Renaissance Park and E-16 Shadow Mountain areas.
 This Specification is consistent with CSD landscaped service areas having Turf. Should Renaissance Park (E-1A) and/or Shadow Mountain (E-16) add and/or remediate parkway or median locations to include Turf this Specification shall apply.

² Specification of month to be approved by Director in advance of application.

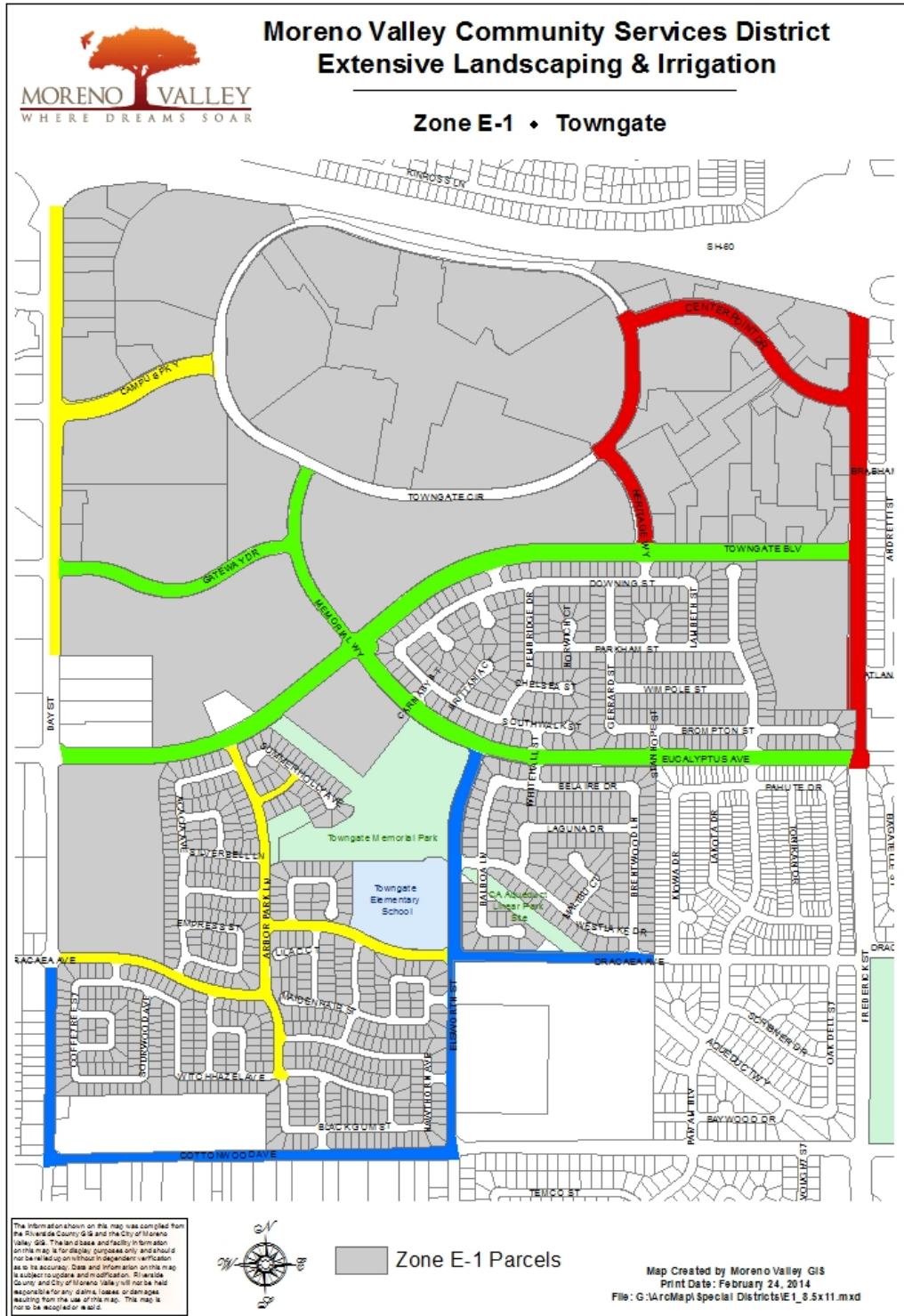


(Sign here)

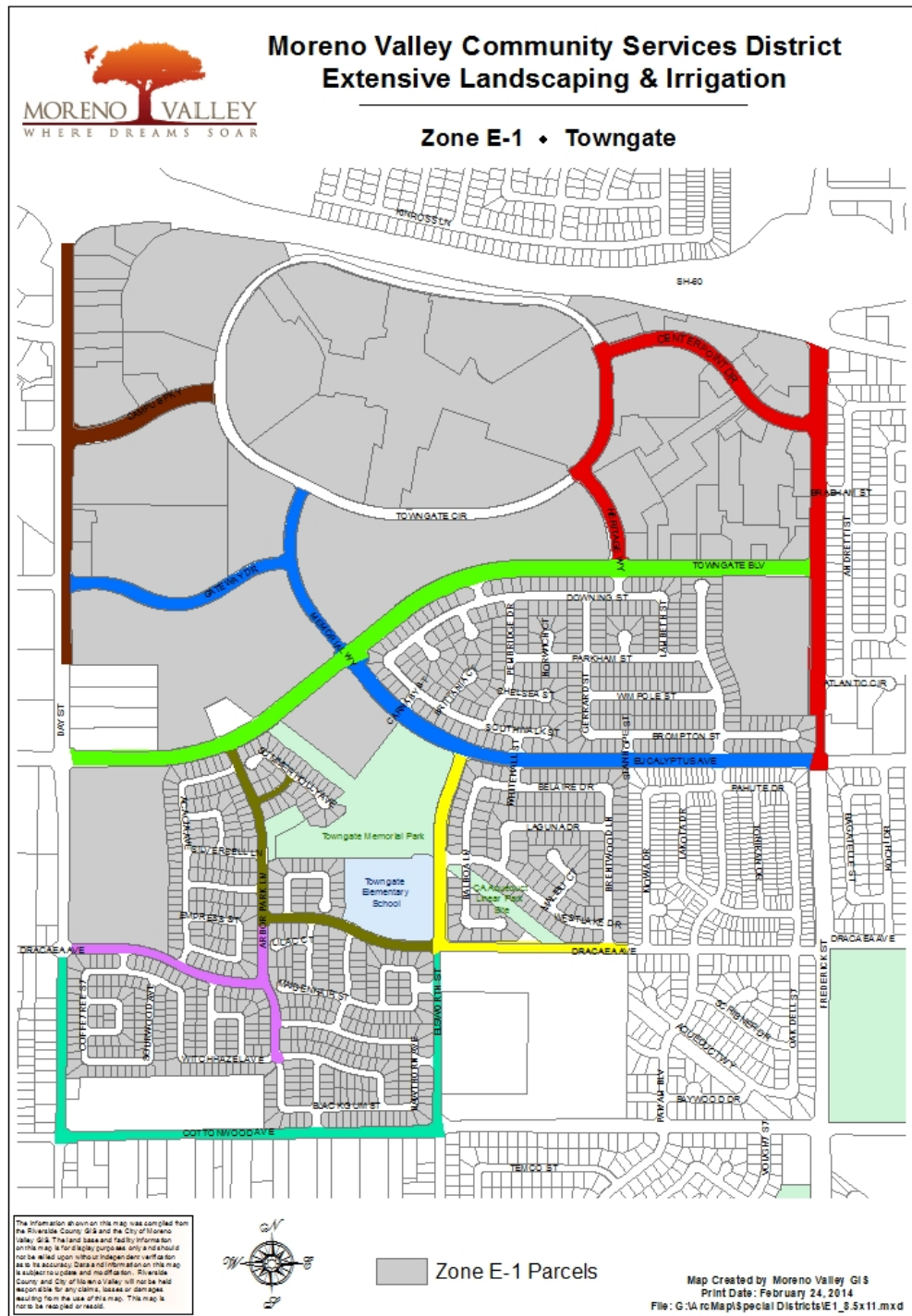
By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

VI: SCHEDULE I –SAMPLE SERVICE SCHEDULES

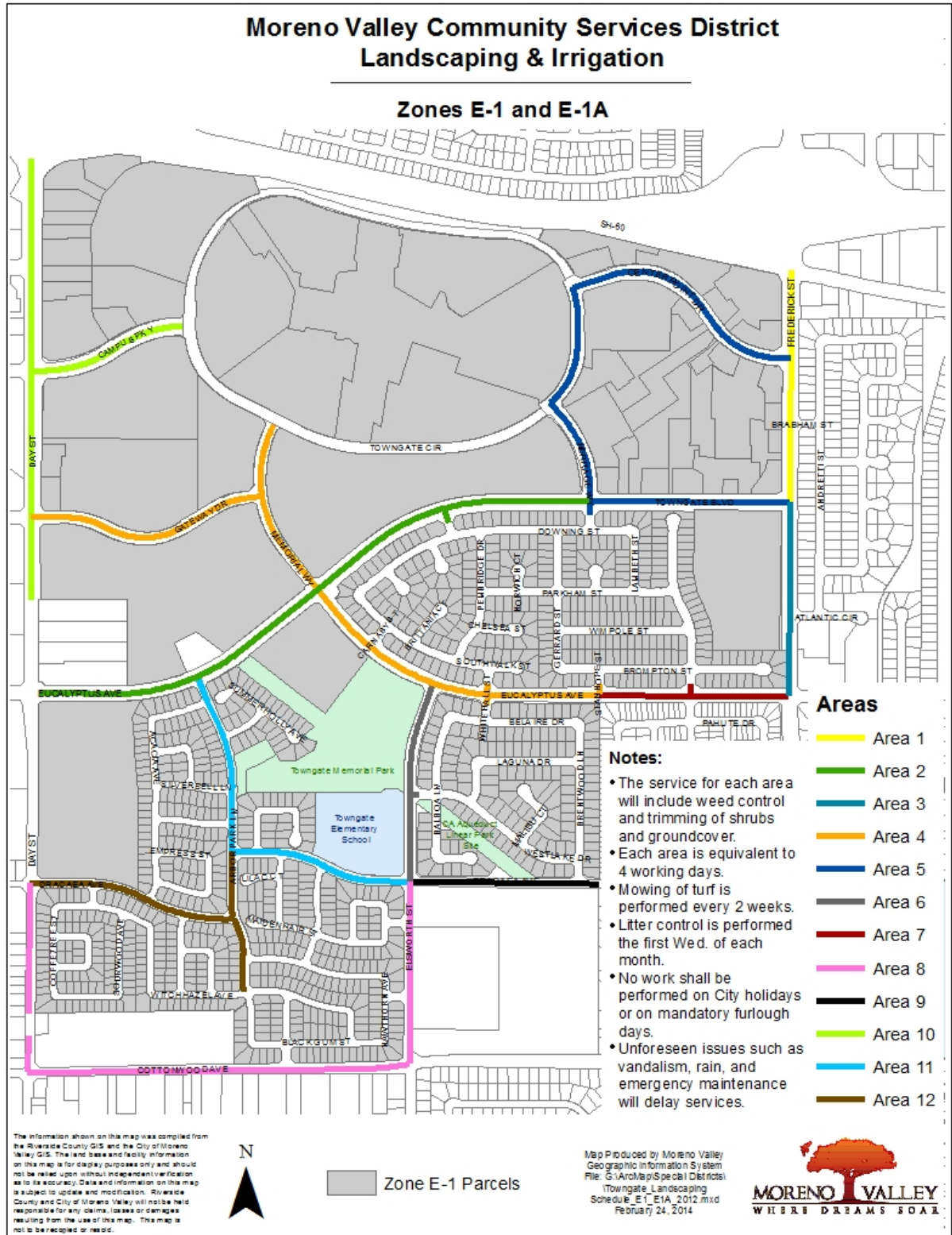
A. E-1 (Towngate) & E-1A (Renaissance Park)- 4 WEEK ROTATION (Service Schedule Level 1)



B. E-1 (Towngate) & E-1A (Renaissance Park)- 8 WEEK ROTATION (Service Schedule Level 2)

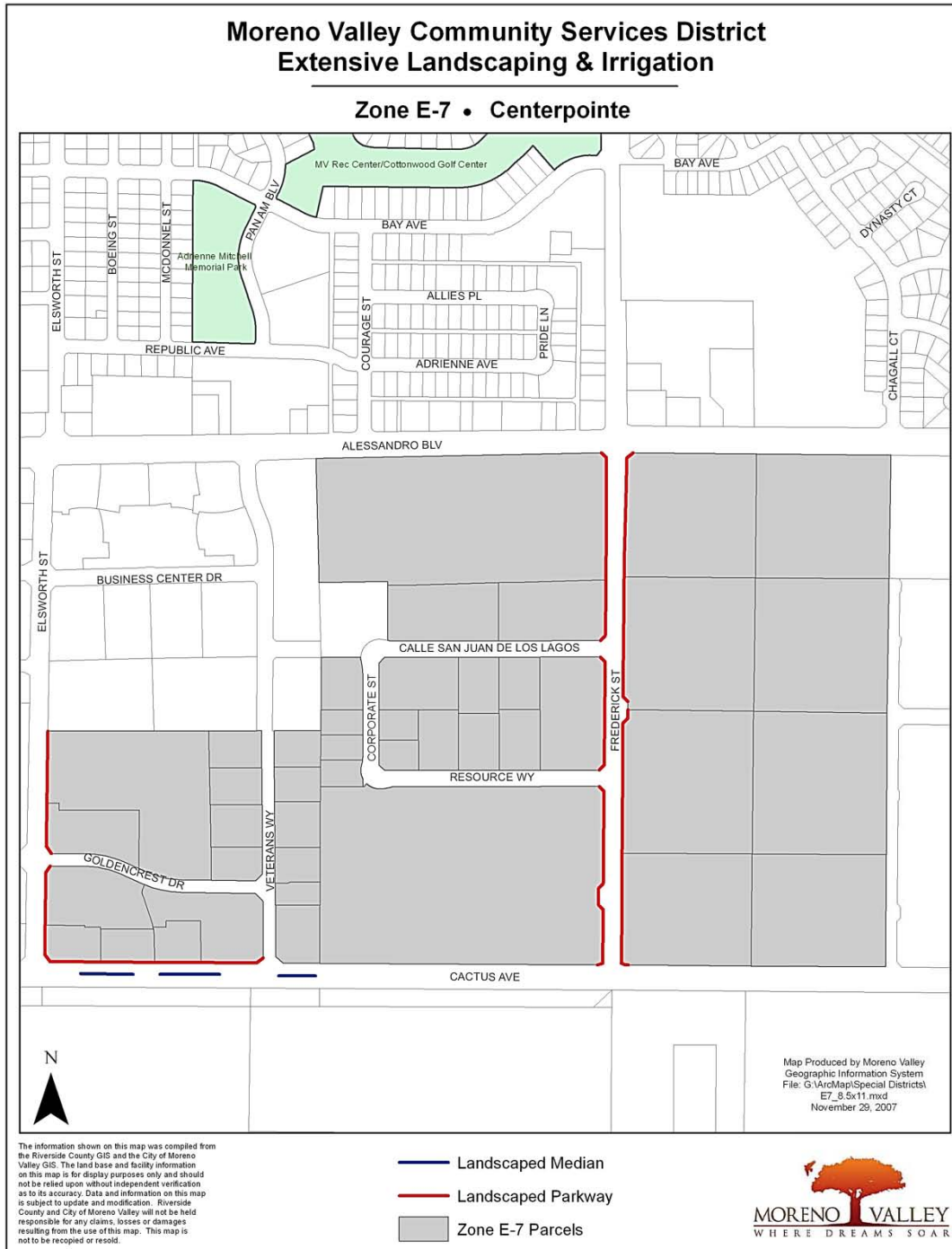


C. E-1 (Towngate) & E-1A (Renaissance Park)- 12 WEEK ROTATION (Service Schedule Level 3)



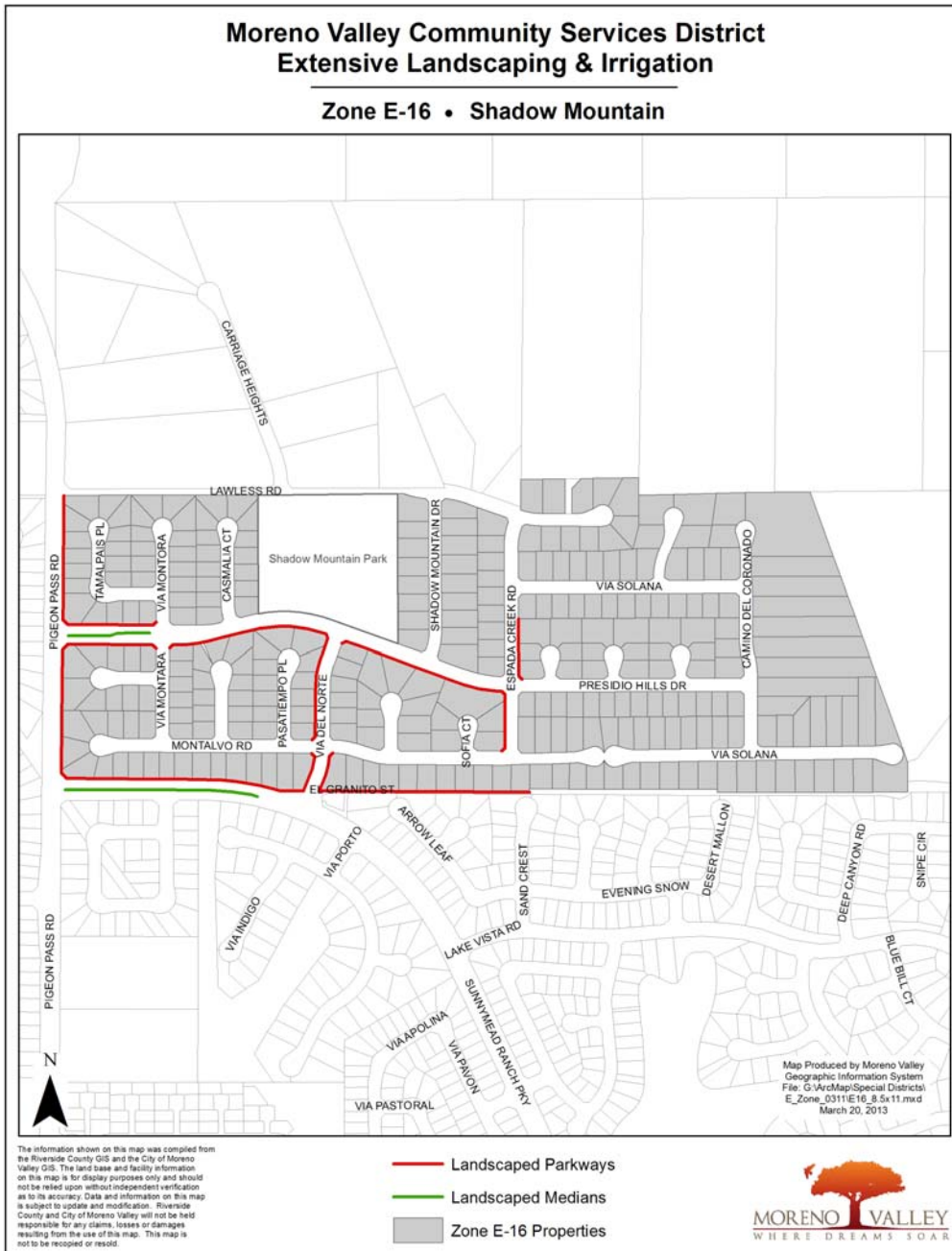
D. E-7 Centerpointe 4, 8 & 12 Week Rotation (Service Schedule Levels, 1, 2 &3)

The E-7 Centerpointe area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).



E. E-16 Shadow Mountain 4, 8 & 12 Week Rotation (Service Schedule Levels, 1, 2 & 3)

The E-16 area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).



VII: SCHEDULE I – PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A, Section 18, Technical Provisions – Fertilizer. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

Type	Estimated Annual Amount	Estimated Annual Cost
Turf fertilizer 22-0-6	9,401 lbs	\$ 715.00
Turf fertilizer 22-5-5	2,382 lbs	\$1,812.00
Planter fertilizer 23-5-10	4,500 lbs	\$3,900.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A, Section 19, Technical Provisions – Pesticide Use. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

Type	Estimated Annual Amount	Estimated Annual Cost
Accord herbicide	15 gal	\$300.00
Fusilade grass control	4 qt	\$300.00
Snail bait metaldehyde	200 lbs	\$475.00
Gopher bait rozol	30 lbs	\$720.00
Speedzone broadleaf	2 gal	\$275.00
Pendulum pre-emergent	5 gal	\$250.00

SCHEDULE I – COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

Exhibit A, Section 3 General Provisions – Functions and Responsibilities requires the selected Contractor possess and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Management and Field personnel have cell phones which facilitate immediate response to all customer's inquiries 24/7. Office personnel is available during the hours of 7am – 4:30am, Monday thru Friday. TruGreen LandCare also has a 24hr emergency phone number which is monitored by an on call Account Manager.

B. Traffic Safety:

Exhibit A, Section 7 General Provisions – Safety requires the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2012 (or most current revised version) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

All associates are certified under the "TruGreen Workzone Safety Program". Account Managers conduct weekly safety inspections and tailgate meetings.

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

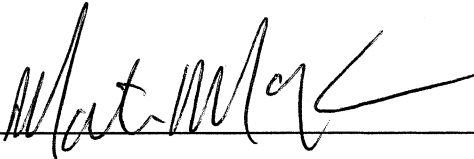
Burrtec Industries
1850 Agua Mansa Rd.
Riverside, CA 92509
(951) 685-5516

IX: SCHEDULE I – CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

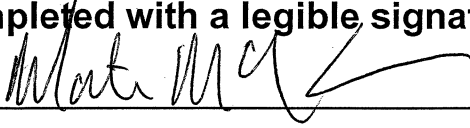
SIGNATURE 
PRINTED NAME Martin McKenna
TITLE Branch Manager
COMPANY NAME TruGreen LandCare
DATE March 26, 2014

X: SCHEDULE I – PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley, the Moreno Valley Community Services District and TruGreen LandCare, and further, the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare to the terms of this affirmation (See "INSTRUCTIONS TO PROPOSER", Section D – Signature of Contract Proposal).

For the proposal to be valid, this sheet must be returned with the proposal submission and fully completed with a legible signature and date

SIGNATURE 

NAME Martin McKenna

TITLE Branch Manager

COMPANY NAME TruGreen LandCare

DATE March 26, 2014

I. SCHEDULE II – BID SCHEDULE

PROPOSER: TruGreen LandCare
 (Company Name)

A. SERVICE SCHEDULES:

1. E-1 (Towngate) & E-1A (Renaissance Park) Parkways & Medians - Current Service – Level 3 (12 weeks)

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-1 LANDSCAPED PARKWAYS & MEDIANS	Planter: 294,598 sq. ft.	\$0.0105	\$3,093.28	\$37,119.36
	Turf: 148,104 sq. ft.	\$0.0115	\$1,703.19	\$20,438.28
E-1 LANDSCAPED DAY ST. MEDIANS	Planter: 3,080 sq. ft.	\$0.0105	\$32.34	\$388.08
	Turf: 8,800 sq. ft.	\$0.0115	\$101.20	\$1,214.40
E-1A LANDSCAPED PARKWAYS & MEDIANS	Planter: 72,655 sq. ft.	\$0.0105	\$762.87	\$9,154.44
E-1 & E-1A PARKWAYS & MEDIANS TOTAL	Average Total Cost per Sq. Ft. Planter		Total	Total
		\$0.0105	\$5,692.88	\$68,314.56
	Average Total Cost per Sq. Ft. Turf			
		\$0.0115		

2. E-7 (Centerpointe) & E-16 (Shadow Mountain) - Current Service –Service – Level 1 (4weeks)

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-7 (CENTERPOINTE) PARKWAYS & MEDIANS	Planter: 125,765 sq. ft.	\$0.0157	\$1,974.51	\$23,694.12
	Turf: 52,272 sq. ft.	\$0.0200	\$1,045.44	\$12,545.28
E-16 (SHADOW MOUNTAIN) PARKWAYS & MEDIANS	Planter: 118,002 sq. ft.	\$0.0157	\$1,852.63	\$22,231.56
E-7 & E-16 PARKWAYS & MEDIANS TOTAL	Average Total Cost per Sq. Ft Planter		Total	Total
		\$0.0157	\$4,872.58	\$58,470.96
	Average Total Cost per Sq. Ft Turf			
		\$0.0200		

E-1, E-1A, E-7 & E-16 Landscaped Parkways & Medians TOTAL AMOUNT OF SERVICE		\$	\$10,565.46	\$126,785.52
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The Total Amount of the Service shall be the combined total cost for E-1, E-1A, E-7 & E-16 for twelve (12) months of service as listed in the bottom right cell on the preceding page.

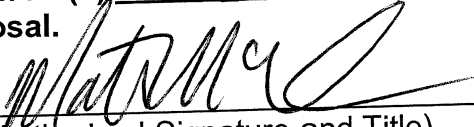
Figures: \$126,785 and 52 /100's Dollars

Words: One hundred twenty six thousand seven hundred eighty five and 52 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the City. Service occurrences may be modified with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s) 1 has/have been received and is/are made a part of this proposal.


(Authorized Signature and Title)

March 26, 2014
(Date)

B. OPTIONAL SERVICE LEVELS

1 E-1 (Towngate) & E-1A (Renaissance Park) Parkways & Medians – Optional Service – Levels 1 (4 weeks) and 2 (8 weeks)

• **Service Schedule Level 1 (4 weeks) – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-1 LANDSCAPED PARKWAYS & MEDIANS	Planter: 294,598 sq. ft.	\$0.0157	\$4,625.18	\$55,502.16
	Turf: 148,104 sq. ft.	\$0.02	\$2,962.08	\$35,544.96
E-1 LANDSCAPED DAY ST. MEDIANS	Planter: 3,080 sq. ft.	\$0.0157	\$48.35	\$580.20
	Turf: 8,800 sq. ft.	\$0.02	\$176.00	\$2,112.00
E-1A LANDSCAPED PARKWAYS & MEDIANS	Planter: 72,655 sq. ft.	\$0.0157	\$1,140.68	\$13,688.16
E-1 & E-1A PARKWAYS & MEDIANS TOTAL		Average Total Cost per Sq. Ft. Planter	Totals	Total
		\$0.0157	\$8,952.29	\$107,427.48
		Average Total Cost per Sq. Ft. Turf		
		\$0.02		

• **Service Schedule Level 2 (8 weeks) – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-1 LANDSCAPED PARKWAYS & MEDIANS	Planter: 294,598 sq. ft.	\$0.013	\$3,829.77	\$45,957.24
	Turf: 148,104 sq. ft.	\$0.0166	\$2,458.52	\$29,502.24
E-1 LANDSCAPED DAY ST. MEDIANS	Planter: 3,080 sq. ft.	\$0.013	\$40.04	\$480.48
	Turf: 8,800 sq. ft.	\$0.0166	\$146.08	\$1,752.96
E-1A LANDSCAPED PARKWAYS & MEDIANS	Planter: 72,655 sq. ft.	\$0.013	\$944.51	\$11,334.12
E-1 & E-1A PARKWAYS & MEDIANS TOTAL		Average Total Cost per Sq. Ft. Planter	Total	Total
		\$0.013	\$7,418.92	\$89,027.04
		Average Total Cost per Sq. Ft. Turf		
		\$0.0166		

PROPOSER: TruGreen LandCare
 (Company Name)

Mat MR
 (Authorized Signature and Title)

March 26, 2014
 (Date)

OPTIONAL SERVICE LEVELS (Continued)

1. E-7 (Centerpointe) & E-16 (Shadow Mountain) Parkways & Medians – Optional Service – Levels 2 (8 weeks) and 3 (12 weeks)

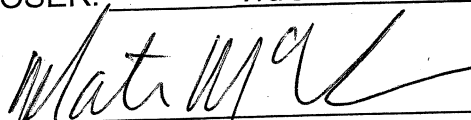
• **Service Schedule Level 2 (8 weeks) – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-7 (CENTERPOINTE) PARKWAYS & MEDIANS	Planter: 125,765 sq. ft.	\$0.013	\$1,634.94	\$19,619.28
	Turf: 52,272 sq. ft.	\$0.0166	\$867.71	\$10,412.52
E-16 (SHADOW MOUNTAIN) PARKWAYS & MEDIANS	Planter: 118,002 sq. ft.	\$0.013	\$1,534.02	\$18,408.24
E-7 & E-16 PARKWAYS & MEDIANS		Average Total Cost per Sq. Ft. Planter	Total	Total
		\$0.013	\$4,036.67	\$48,440.04
		Average Total Cost per Sq. Ft. Turf		
		\$0.0166		

• **Service Schedule Level 3 (12 weeks) – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-7 (CENTERPOINTE) PARKWAYS & MEDIANS	Planter: 125,765 sq. ft.	\$0.0105	\$1,320.53	\$15,846.36
	Turf: 52,272 sq. ft.	\$0.0115	\$601.12	\$7,213.44
E-16 (SHADOW MOUNTAIN) PARKWAYS & MEDIANS	Planter: 118,002 sq. ft.	\$0.0105	\$1,239.02	\$14,868.24
E-7 & E-16 PARKWAYS & MEDIANS		Average Total Cost per Sq. Ft. Planter	Total	Total
		\$0.0105	\$3,160.67	\$37,928.04
		Average Total Cost per Sq. Ft. Turf		
		\$0.0115		

PROPOSER: TruGreen LandCare
 (Company Name)


 (Authorized Signature and Title)

March 26, 2014
 (Date)

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	\$ <u>8.00</u>	ea
2. 5 gal. shrub/vine/ground cover in place	@	\$ <u>25.00</u>	ea
3. 5 gal. tree in place (stakes included)	@	\$ <u>32.00</u>	ea
4. 15 gal. tree in place (stakes included)	@	\$ <u>90.00</u>	ea
5. 24" box tree in place (stakes included)	@	\$ <u>275.00</u>	ea
6. 36" box tree in place (guy wires included)	@	\$ <u>675.00</u>	ea
7. Flat of ground cover in place	@	\$ <u>25.00</u>	ea
8. Fertilizer application	@	\$ <u>0.005</u>	ea
9. Planter bed mulch in place	@	\$ <u>37.00</u>	/cu. yd
10. Additional labor	@	\$ <u>30.00</u>	/man hour
11. Additional Irrigation Technician	@	\$ <u>55.00</u>	/man hour

PROPOSER: TruGreen LandCare

(Company Name)



(Authorized Signature and Title)

March 26, 2014

(Date)

D. ROUTINE IRRIGATION REPAIR PRICES AND ADDITIONAL LANDSCAPE AREA

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

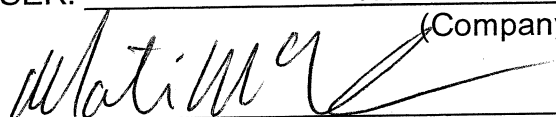
1. Irrigation repair parts for routine repairs @ cost plus 20 %
2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.
 - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). The unit price shall be based upon the Average Total Cost per Sq. Ft. Planter amount as listed in Exhibit E Schedule II Section A or B based upon the Service Schedule Level in place at the time additional area is added.

Please note any change in the Service Schedule Level after acceptance of additional parkway area will adjust the average total cost per sq. ft. planter to reflect the average total cost per sq. ft. planter for the new Service Schedule Level in place.

- B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). The unit price shall be based upon the Average Total Cost per Sq. Ft. Turf amount as listed in Exhibit E Schedule II Section A or B based upon the Service Schedule Level in place at the time additional area is added.

Please note any change in the Service Schedule Level after acceptance of additional parkway area will adjust the average total cost per sq. ft. turf to reflect the average total cost per sq. ft. turf for the new Service Schedule Level in place.

3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TruGreen LandCare
(Company Name)

(Authorized Signature and Title) March 24, 2014
(Date)

II. SCHEDULE II - CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Schedule II A. "Bid Schedule"):

One hundred twenty six thousand seven hundred eighty five 52/100
(Dollar Amount in Words)

\$ 126,785.52
(Dollar Amount in Figures)

Date: March 26, 2014

Proposer: TruGreen LandCare
(Company Name)

By: 
(Signature)

Title: Branch Manager

State License Number and Classification: 970508 C27/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF _____

(Corporate Seal) PRESIDENT _____

SECRETARY _____

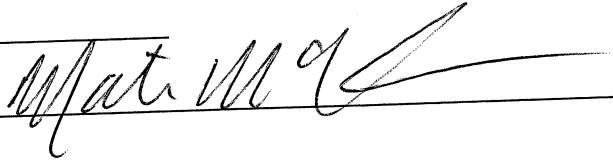
III. SCHEDULE II - AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10% of bid amount, payable to the City of Moreno Valley, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated March 26, 2014

Signature of Proposer _____



By Martin McKenna

Address of Proposer 1616 Marlborough Ave, Bldg S

Riverside, CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

Partners: TruGreen LandCare L.L.C. & TruGreen Companies L.L.C.

(If a Corporation)

Signature of Proposer N/A

By _____

Title _____

Business Address _____

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

N/A

State License Number and Classification

PRESIDENT

SECRETARY

TREASURER

(Corporate Seal)

IV. SCHEDULE II - PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we TruGreen LandCare, a California General
Partnership, as
principals, and RLI Insurance Company, a duly
authorized corporate surety: Business Address 6303 Owensmouth Avenue, 10th Floor
Woodland Hills, CA 91367

Phone (818)936-2832, are held and firmly bound unto the City of Moreno Valley and the City of Moreno Valley Community Services District, as Surety, in the sum of Ten percent of the bid amount Dollars, (\$ 10% of bid amount), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the City Council and the City Council in its capacity as the Board of Directors of the Moreno Valley Community Services District, a proposal for **LANDSCAPE AND IRRIGATION DISTRICTS - WEST**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said City Council and the City Council in its capacity as the Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said City Council and/or City Council in its Capacity as the Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the City of Moreno Valley and/or the Moreno Valley Community Services District the full sum of Ten percent of the bid amount Dollars, (\$ 10% of bid amount), as liquidated damages for such failure and neglect.

WITNESS our hands this 21st day of March, 2014.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: TruGreen LandCare, a California General Partnership

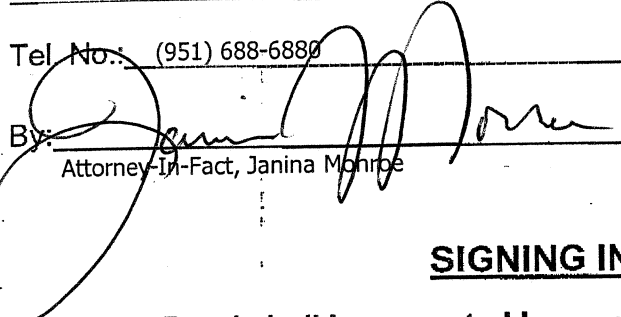
Name: RLI Insurance Company

Address: 1616 Marlborough Ave., Bldg. S
Riverside, CA 92507

Address: 6303 Owensmouth Avenue, 10th Floor
Woodland Hills, CA 91367

Tel. No.: (951) 688-6880

Tel. No.: (818) 936-2832

By: 
Attorney-in-Fact, Janina Monroe

By: Michelle Haase
Attorney-in-Fact, Michelle Haase

SIGNING INSTRUCTIONS

- The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On MAR 21 2014 before me, Brianne Davis, Notary Public
Date Here Insert Name and Title of the Officer

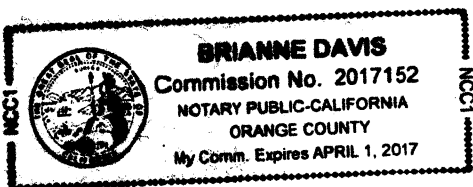
personally appeared Janina Monroe
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that xx/she/xxxx executed the same in xx/her/xxxx authorized capacity(ies), and that by xx/her/xxxx signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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

Witness my hand and official seal.

Signature Brianne Davis
Signature of Notary Public Brianne Davis



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

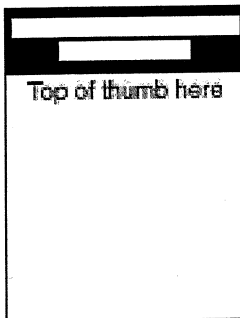
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

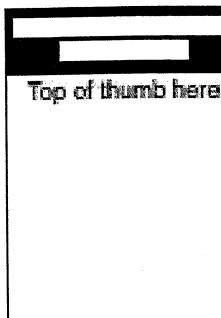
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On MAR 21 2014 before me, Brianne Davis, Notary Public
Date Here Insert Name and Title of the Officer

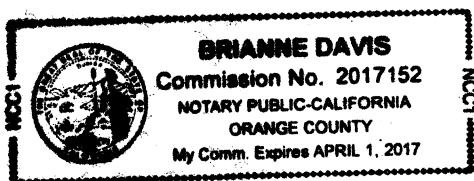
personally appeared Michelle Haase
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that xx/she/xxx executed the same in xx/her/xxx authorized capacity(ies), and that by xx/her/xxx signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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

Witness my hand and official seal.

Signature Brianne Davis
Signature of Notary Public Brianne Davis



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

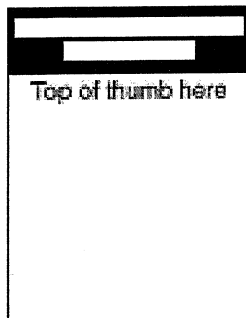
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

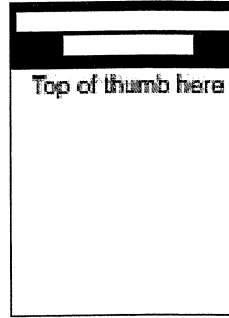
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 16th day of August, 2013.



RLI Insurance Company

By: [Signature]
Roy C. Die Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 16th day of August, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of

MAR 21 2014

By: [Signature]
Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
Roy C. Die Vice President



0415920020212

TRUGREEN LandCare

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

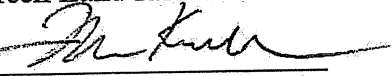
This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

<u>SUBSIDIARIES</u>	<u>FEDERAL EMPLOYER IDENTIFICATION NUMBER</u>
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

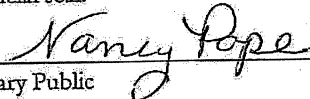
By: 
Vidyadhar Kulkarni, President & CEO

(Signature to be notarized)

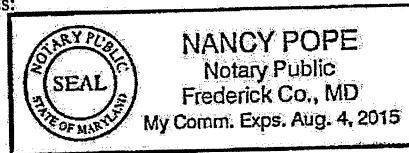
STATE OF MARYLAND}
COUNTY OF FREDERICK}

On this 17th day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainor, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:



V. SCHEDULE II - NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____)§

(NAME) Martin McKenna
affiant being first duly sworn, deposes and says:

That he or she is Operations Manager of
(sole owner, partner or other proper title)

TruGreen LandCare
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: TruGreen LandCare

Bidder's Address: 1616 Marlborough Ave, Bid S

Riverside, CA 92507

Telephone No.: (951) 688-6880

Martin McKenna
(Signature of Bidder)

Branch Manager
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California CALIFORNIA
County of RIVERSIDE
Subscribed and sworn to (or affirmed) before me on this 26TH
day of MARCH 2014 by MARTIN MCKENNA
proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.
Signature *P. Kesuma*

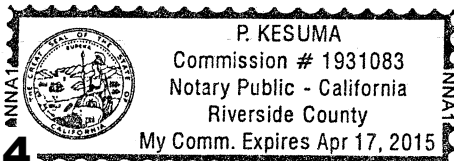


EXHIBIT F: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER
(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)¹

DETERMINATION: SC-LML-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: September 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments					Training	Straight-Time Hours	Total Hourly Rate	Overtime 1 1/2X
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday				
Imperial	\$8.00	-	-	^a 0.115	0.17	-	8	^b 8.285	^b 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	^c 0.16	0.17	-	8	^b 8.33	^b 12.33
	10.00	-	-	^d 0.27	0.46	-	8	^b 10.73	^b 15.73
Los Angeles	8.00	0.89	-	^e 0.115	0.14	-	8	^b 9.145	^b 13.145
Orange	8.00	-	-	^f 0.11	0.11	-	8	^b 8.22	^b 12.22
Riverside	8.00	-	-	^g 0.20	0.16	-	8	^b 8.36	^b 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	^h 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	ⁱ 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	^j 0.12	0.12	-	8	^b 8.24	^b 12.24
	8.00	-	-	^k 0.13	0.13	-	8	^b 8.26	^b 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	^l 0.19	0.26	-	8	^b 11.42	^b 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^f \$0.22 after 4 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^c \$0.31 after 2 years of service.

^j \$0.38 after 3 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^k \$0.29 after 2 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^l \$0.31 after 2 years of service.

¹ This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
 MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO. _____

MONTH OF _____, 20____

<u>MAINTENANCE</u> • DATE(S) • AREA • <u>SERVICE TYPE:</u> MOW/EDGE TRIM/PRUNE- WEED LITTER- IRRIGATION ETC.	<u>FERTILIZER</u> • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	<u>PESTICIDES</u> • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	<u>COMPLAINTS</u> • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	<u>HAZARDS</u> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

EXHIBIT H: WEEKLY IRRIGATION REPORT FORM

**WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT**

CONTROLLER NO. _____ FOR MONTH OF _____, 20____

STATION NO. _____ PROJECT NO. _____

	<u>DATE(S) CHECKED</u>	<u>PROBLEM(S) IDENTIFIED</u>	<u>CORRECTIVE ACTIONS</u> <ul style="list-style-type: none"> • DATE CORRECTED • CORRECTIVE ACTION DETAILS 	<u>HAZARDS</u> <ul style="list-style-type: none"> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

-701-

Item No. B.4

EXHIBIT I: GREENWASTE REPORT FORM

**CITY OF MORENO VALLEY AND
THE CITY OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR**

MONTH:_____ **YEAR:**_____

1. **Source of greenwaste (Project No./Location):** _____

2. **Amount of greenwaste generated from above source (by weight):**
_____ **LBS. -or- TONS.**
3. **Name, address, and phone number of recycle accepting greenwaste:**
 - **Company Name:** _____
 - **Address:** _____

 - **Phone Number: (_____)** _____
4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**
_____ **LBS. -or- TONS.**
5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

6. **Number of times turf mowed this month:** _____
7. **Number of times turf mowed without clippings caught:** _____

CONTRACTOR: _____

ADDRESS: _____

PHONE: (_____) _____



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, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: May 13, 2014

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR IRRIGATION PUMP MAINTENANCE SERVICES FOR DESIGNATED CITY AND CSD PARKWAY AND MEDIAN AREAS

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Irrigation Pump Maintenance Services with Variable Speed Solutions, Inc., 16182 Gothard Street, Suite I, Huntington Beach, CA 92647 to provide testing, maintenance and repairs of the irrigation pumps located in designated City and CSD landscaped parkway and median areas.
2. Authorize the City Manager to execute the Agreement for Irrigation Pump Maintenance Services with Variable Speed Solutions, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2014 to Variable Speed Solutions, Inc. in the not-to-exceed (NTE) amount of \$24,690.00 (\$7,220.00 for base and \$17,470.00 for additional work).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

SUMMARY

The actions before the City Council are to approve the Agreement for Irrigation Pump Maintenance Services, authorize the City Manager to execute the Agreement for Irrigation Pump Maintenance Services with Variable Speed Solutions, Inc., authorize the issuance of purchase orders for service in the NTE amount of \$24,690.00 (\$7,220.00 for base and \$17,470.00 for additional work services) and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authority to authorize the associated P.O.s in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

BACKGROUND

The Moreno Valley Community Services District (CSD) is comprised of a number of landscape services areas (Zones), each of which provides a specific set of services within a defined portion of the City. The CSD furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. Property owners pay a parcel charge or real property assessment as part of their annual property tax bill to fund the cost of providing landscape services. Revenue collected from the parcel charge or real property assessments may only be used for landscape maintenance services in the zone for which they were collected. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard or reduced level of landscape maintenance services;

Zone E (extensive landscape maintenance), provides landscape maintenance services at standard or reduced service levels to the parkways, medians and open space landscaped areas of specific plan developments. Zone E areas include: Towngate (E-1), Renaissance Park (E-1A), Hidden Springs (E-2), Moreno Valley Ranch-West (E-3), Lasselle Powerline Parkway (E-3A), Moreno Valley Ranch-East (E-4), Daybreak (E-4A), Centerpointe (E-7), Promontory Park (E-8), Stoneridge Ranch (E-12), Mahogany Fields (E-14), Celebration (E-15) and Shadow Mountain (E-16);

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide; and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance of the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors to perform landscape or specialty maintenance services. The scope of the maintenance services is broken into either “base” or “additional work”:

“Base” for irrigation pump maintenance includes testing services performed at a frequency of two (2) times per fiscal year to insure proper functioning of the irrigation pump equipment. Testing includes, but is not necessarily limited to: inspecting pump components for proper operation and wear of motors, valves, filtration, tank, skid, drives, settings and controls, cleaning bleed lines, pump heads, intake and exhaust screens, flushing lines, cleaning skids, checking and calibrating components and circuit boards, and testing valve operations. Typically, the cost for this service is set per test.

“Additional work” to maintain irrigation pumps may include, but is not necessarily limited to: labor and material costs for repairs and/or replacement of equipment and/or parts to insure irrigation pumps are functioning properly. The cost for these services varies based upon needs determined throughout the term of the Agreement. Costs are based on the unit prices as specified in the Agreement for regular and/or emergency repairs (labor costs) and replacement parts.

Landscape maintenance and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement. In accordance with the terms of the Agreement, annual extensions may be granted up to four times, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the City and Contractor, and contingent upon available program funding.

DISCUSSION

In early March of 2014, an RFP was issued to solicit proposals to provide Irrigation Pump Maintenance Services to designated City and CSD landscaped parkways and medians. The RFP was advertised in *The Press-Enterprise* on March 9, 2014 and March 23, 2014 and posted to the City’s website. Representatives from two companies that perform irrigation pump testing and repair services attended the mandatory pre-submittal meeting on March 25, 2014, where information regarding the RFP, scope of the project, the proposal submittal and selection process were reviewed.

On April 3, 2014, before 2:00 p.m., two companies submitted proposals to the office of the City Clerk. Independent reviews of the proposals were conducted by the City’s Senior Landscape Services Inspector and Landscape Irrigation Technician, both of whom have experience with landscape maintenance, irrigation systems and/or contract management. The review rating scores from each reviewer were collectively totaled, which identified Variable Speed Solutions, Inc. as the top ranked proposer based upon their overall understanding of the project, services to be performed, response time from

noticing and overall costs for testing, additional labor and material costs. Further, Variable Speed Solutions, Inc. has demonstrated its work quality by satisfactory performing similar services for the City in the past. Therefore, staff recommends awarding the contract for irrigation pump maintenance within designated City and CSD landscaped parkway and median areas to Variable Speed Solutions, Inc.

Authority for City Manager Approval of Future Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council/CSD shall provide approval of procurements greater than \$100,000.00. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Agreement as may be allowed per the terms of the Agreement.

Irrigation Pump Maintenance						
	FY 2014/15 Original Agreement as Amended	FY 2015/16 Potential First Extension ³	FY 2016/17 Potential Second Extension	FY 2017/18 Potential Third Extension	FY 2018/19 Potential Fourth Extension	Cumulative Total
Base ¹	\$ 7,220.00	\$ 7,220.00	\$ 7,220.00	\$ 7,220.00	\$ 7,220.00	\$ 36,100.00
Additional Work ²	\$ 17,470.00	\$ 17,470.00	\$ 17,470.00	\$ 17,470.00	\$ 17,470.00	\$ 87,350.00
Total	\$ 24,690.00	\$ 24,690.00	\$ 24,690.00	\$ 24,690.00	\$ 24,690.00	\$ 123,450.00

¹ Base consists of testing each pump two times per fiscal and routine maintenance at the time of testing.

² Additional work consists of labor and materials to repair and/or replace equipment and/or parts to insure proper functioning of irrigation pumps.

³ Extensions are anticipated based upon presently known information and may change in the future for reasons including, but not limited to adding additional pumps to existing and/or new pumps for added service area(s), removing pumps out of any vacated existing service area(s), and repair and/or emergency work.

Staff is requesting the CSD Board authorize the City Manager to approve the Agreement and any future extensions or amendments, as well as associated purchase orders (P.O.) for the Agreement and all future amendments/extensions available, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council/CSD Board and demonstration by the Contractor of having provided satisfactory performance of the services. Both the City and the Contractor need to mutually agree to any extension of the Agreement.

ALTERNATIVES

1. Approve the Agreement for Irrigation Pump Maintenance Services with Variable Speed Solutions, Inc., in the form attached hereto for irrigation pump testing, maintenance and repairs of irrigation pumps in designated City and CSD landscaped parkway and median areas; authorize the City Manager to execute said Agreement; authorize issuance of purchase orders for FY 2014/15 in the NTE amount of \$24,690.00 (\$7,220.00 for base and \$17,470.00 for additional work services); and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authorizing the associated P.O.s as may be required, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted testing, maintenance and repair of the irrigation pumps within designated City and CSD the parkways and medians.*

2. Do not approve the Agreement for Irrigation Pump Maintenance Services with Variable Speed Solutions, Inc., in the form attached hereto; nor authorize the City Manager to execute said Agreement; nor authorize issuance of purchase orders for FY 2014/15 in the NTE amount of \$24,690.00 (\$7,220.00 for base and \$17,470.00 for additional work); and do not authorize the City Manager to execute subsequent extensions or amendments to the Agreement nor authorize associated P.O.s as may be required, in accordance with the terms of the Agreement. *By selecting this alternative, this may cause a delay in the necessary testing, maintenance and repair of irrigation pumps resulting in landscaping not being properly irrigated and the possible die off of plant materials. This will also result in additional costs to obtain another contractor to provide these services with no guarantee that a more qualified contractor can be found at a better cost.*

FISCAL IMPACT

Administration and maintenance of landscape and landscape related specialty services, such as irrigation pump maintenance, are funded through a property owner approved parcel charge or real property assessment, which is levied and collected on the property tax bills. Revenue from the parcel charges or real property assessments collected for each Zone may only be used for landscape maintenance services associated with the parkways, medians and open spaces in those Zones. **The costs for these maintenance services have been approved in the budget for the coming fiscal year and will be allocated in the amounts as listed below.**

The following table represents the base and estimated additional work costs of the Agreement for FY 2014/15.

Service Area		FY 2014/15 Base				FY 2014/15 Additional Work	FY 2014-15 Contract NTE Amount
Account Number	Zone	No. of Pumps	Testing Cost Per Pump	No of Tests Per Pump for FY 2014/15	Total Testing Cost Per Zone/Area	Estimated Additional Work Amounts	Not To Exceed (NTE) Amount
5111-30-79-25704	D ¹	6	\$ 190.00	2	\$ 2,280.00	\$ 5,460.00	\$ 7,740.00
5013-30-79-25706	E-1	2	\$ 190.00	2	\$ 760.00	\$ 1,140.00	\$ 1,900.00
5013-30-79-25709	E-3	1	\$ 190.00	2	\$ 380.00	\$ 770.00	\$ 1,150.00
5013-30-79-25711	E-4	1	\$ 190.00	2	\$ 380.00	\$ 1,020.00	\$ 1,400.00
5013-30-79-25715	E-12	2	\$ 190.00	2	\$ 760.00	\$ 4,040.00	\$ 4,800.00
5013-30-79-25716	E-14	3	\$ 190.00	2	\$ 1,140.00	\$ 3,660.00	\$ 4,800.00
5112-30-79-25719	M ²	1	\$ 190.00	2	\$ 380.00	\$ 620.00	\$ 1,000.00
2008-20-29-20450	NPDES ³	3	\$ 190.00	2	\$ 1,140.00	\$ 760.00	\$ 1,900.00
	Totals	19		16	\$ 7,220.00	\$ 17,470.00	\$ 24,690.00

Notes:

¹Zone D includes the following Tracts and associated addresses:

Tract 22889 - 2458 Karameria Avenue

Tract 30967 - 2465 Karameria Avenue

Tract 31284 - 28451 Cottonwood Avenue

Tract 31268 - 28772 Cottonwood Avenue

Tract 31591 - 12949 Morrison Street

Tract 32625 - 13574 Redlands Boulevard

²Zone M includes the following locations:

Eucalyptus Avenue Median (near Skechers)

³NPDES includes the following Tracts and associated addresses/locations:

Tract 31269-1 - 28943 Canterbury Downs Way

Tract 31327 - 13960 Morrison Street

Tract 32625 - Redlands Blvd.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

By accepting the proposal of Variable Speed Solutions, Inc., the CSD Board will continue to promote community image, neighborhood pride and cleanliness by ensuring that these public facilities are being properly tested and maintained.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Irrigation Pump Station Locations

Attachment 2: Proposal Evaluation Recap Sheet RFP SD 2015-02 Irrigation Pump Maintenance Services

Attachment 3: Copy of Independent Contractor Agreement SD 2015-02 Irrigation Pump Maintenance Services

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace E. Cassel
Special Districts Division Manager

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Irrigation Pump Station Locations	
Area/Tract	Address/Location
D (Tract 31591)	12949 Morris Street
E-14 Mahogany Fields	26482 Cottonwood Avenue
E-14 Mahogany Fields	13540 Morrison Street
E-14 Mahogany Fields	13960 Morrison Street
D (Tract 22889)	24518 Krameria Avenue
D (Tract 30967)	24615 Krameria Avenue
E-4 Moreno Valley Ranch - East	28976 Cactus Avenue
D (Tract 31268)	28772 Cottonwood Avenue
D (Tract 31284)	28451 Cottonwood Avenue
E-3 Moreno Valley Ranch - West	15302 Caballo Road
E-1 Towngate	22871 Centerpoint
E-1 Towngate	Towngate Blvd. (S/W corner)
E-12 Stoneridge Ranch	13028 Nason Street
E-12 Stoneridge Ranch	12990 Nason Street
NPDES (Tract 31327)	13960 Morrison Street (WQB)
M - Medians	Eucalyptus Avenue
D (Tract 32625)	13547 Redlands East
NPDES (Tract 31269-1)	28943 Canterbury Downs Way ¹
NPDES (Tract 32625)	Redlands WQB East ²

Notes:

¹ Pump not in use, no maintenance service currently required for this location.

² Pump facility has not been accepted by the City for maintenance.

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**Proposal Evaluation Recap Sheet
RFP SD 2015-02
Irrigation Pump Maintenance Services**

Vendor	Pump Testing Per Pump Amount	Number of Pumps	Frequency of Testing 2x's per Fiscal Year (July - June)	Total Pump Testing Amount	Regular Repairs Hourly Rate	Emergency Repairs Hourly Rate	Replacment Parts Contractor's Price Plus	Advanced Notice for Service During Normal Business Hours	Rating Panel (Average rating)	Ranking
Variable Speed Solutions, Inc.	\$190.00	19	38	\$ 7,220.00	\$ 105.00	\$ 157.50	20%	2 hours	89	1
Hidden Valley Pump Systems, Inc.	\$400.00	19	38	\$ 15,200.00	\$ 150.00	\$ 225.00	40%	24 hours	74	2

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INDEPENDENT CONTRACTOR AGREEMENT

SD 2015-02 IRRIGATION PUMP MAINTENANCE SERVICES

This Agreement, herein referred to as "Agreement" or "Contract" is made by and between the City of Moreno Valley, a California municipal corporation, and the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552 hereinafter referred to as "City" and Variable Speed Solutions, Inc., a corporation, with its principal place of business at 16182 Gothard Street, Suite I, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and,
- B. Contractor desires to perform and assume responsibility for the provision of professional landscape irrigation pump repair, maintenance and testing services required by the City based upon on the term and conditions set forth in this Agreement. Contractor represent that it is experience in providing professional landscape irrigation pump repair, maintenance and testing services and is licensed in the State of California; and,
- C. The City desires to engage Contractor to render such services for landscape irrigation pump repair, maintenance and testing services; and,
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement.
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	<u>Variable Speed Solutions, Inc.</u>
Street Address	<u>16182 Gothard Street, Suite I</u>
Street Address	<u></u>
City, State, Zip	<u>Huntington Beach, CA 92647</u>
Mailing Address	<u>Same as above</u>
(If same as Street Address, write same or same as above)	<u></u>
Business Phone (with area code)	<u>(714) 847-5957</u>
Cell or Mobile Phone (with area code)	<u>(714) 330-6615</u>
Other Contact Number (with area code)	<u></u>
Fax Number	<u>(714) 847-5958</u>

Email Address	brian@variablespeedsolutions.com
Business License Number	20678
Federal Tax ID Number	45-0508795
Contractor's License Number & Classification	665995 C-10 & C-20

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor for the services of this RFP are 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 Contract Starting Date is July 1, 2014 and the Contract Ending Date is June 30, 2015 unless terminated earlier as provided herein. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The City acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors) and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal submittal documents including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Except for compliance with general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any

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 Contract, 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 the 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 the 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: [INSERT NAME(S)].
- F. City's Representative. The City hereby designates the City Manager/City Manager in the capacity of District Manager to the Moreno Valley Community Services District, 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 [INSERT NAME OR TITLE], or his 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 Contract. 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 service to be performed, a threat to the safety of persons or property, or any employee who fails or refuses to perform the requisite services in a manner acceptable to the City, shall be promptly removed from by the Contractor and shall not be allow to perform any future services for the City.

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including 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. 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 District and the Moreno Valley Housing Authority, 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 District, 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 District, 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 District, 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 District, 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 District against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Contract. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Workers' 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, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit

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 and the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and the Moreno Valley Housing Authority their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The 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 all parties.
- N. Entire of the Agreement. This Agreement constitutes the entire Contract 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 proposal attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by all parties. Assignment of this Agreement is prohibited without prior written consent.
- O. Termination.
1. 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 .

2. 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.
 3. If this Agreement is terminated as provided herein, the 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.
 4. In the event this Agreement is terminated in whole or in part as provided herein, the 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 Contract will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.
- Q. Restrictions on City and City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Contract. No officer or employee of the City shall have any financial interest in this Contract in violation of federal, state, or local laws.
- 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 Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

S. Delivery of Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate),:

To Contractor: Variable Speed Solutions, Inc.

16182 Gothard Street, Suite I

Huntington Beach, CA 92647

Brian Pavloff

(714) 847-5957

brian@variable speedsolutions.com

To City: CITY OF MORENO VALLEY AND
THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
Financial & Management Services Department
Special Districts Division
14331 Frederick Street, Suite 2
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Email address: specialdistricts@moval.org

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. The 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 all 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:

SIGNATURE PAGE

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

City of Moreno Valley/City of Moreno Valley
Community Services District

Variable Speed Solutions, Inc.

By: _____
Title: Mayor and Mayor, acting in the
capacity of President of the Board of
Directors of the Moreno Valley
Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

EXHIBIT A

SD 2015-02 IRRIGATION PUMP MAINTENANCE SERVICES

1. GENERAL PROVISIONS - SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of maintenance and repair of irrigation pump stations within the boundaries of the various City LMDs and/or zones of the District as determined in the resolutions of the City Council and/or Community Services District Board establishing said LMDs and/or zones, and as said boundaries may have been heretofore or may be hereafter altered.
- B. All work shall be performed in accordance with the usual and customary industry practices for the maintenance and repair of irrigation pump stations. The Director will inspect all the operations and approve or reject the work performed, and method and materials used, and make changes in work scheduling.

2. GENERAL PROVISIONS – ESTIMATED QUANTITIES

- A. The estimated quantities given in Exhibit E Schedule II - Bid Schedule are approximate only, being given as a basis for the comparison of proposals. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, or delete any bid items of work, as may be deemed to be necessary or advisable by the Director.

3. GENERAL PROVISIONS - SCHEDULING OF WORK

- A. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall contact City field staff to inform them of this circumstance, and to discuss possible date(s) for the resumption of work. Failure to so advise the City field staff may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

- B. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

4. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to the City Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the City deducting payment of all or part of the Contractor's compensation, as described in Exhibit C, Section 3.

- B. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name.

Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3, paragraph E below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week.

During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C, Section 4.

- C. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- | | |
|---|--|
| 1. City Manager | 6. Street Maintenance Supervisor |
| 2. Financial & Mgmt. Services. Director | 7. Senior Landscape Services Inspector |
| 3. Police Department | 8. Landscape Services Inspector |
| 4. Fire Department | 9. Landscape Irrigation Technician |
| 5. Special Districts Division Manager | |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C, Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

5. GENERAL PROVISIONS - CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's personnel must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background and communication skills to ensure the accomplishment of work which will be acceptable to the Director. Any order or communication given to the Contractor's personnel shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations.

Shirts shall be worn at all times and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C, Section 4.

- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

6. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

7. GENERAL PROVISIONS - COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the City to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Exhibit C, Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth herein Exhibit A, Section 4, paragraph B.
- C. In addition to the provisions of Exhibit A, Section 6, paragraph A, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Agreement by Contractor, the City may immediately upon written notice to the Contractor terminate this Agreement.

8. GENERAL PROVISIONS - SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2012 (or most current revised version) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m. or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.
- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3, or assessment of non-performance penalties per Exhibit C, Section 4. Repeated failure to comply with the provisions of this section may result in termination of the Agreement, per the terms of the independent Contractor Agreement, Section 3, paragraph O.

9. LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

10. PREVAILING WAGE

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley and the Moreno Valley Community Services District have obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate and scale as required by the Labor Code.

- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached Agreement by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

11. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request, certified payroll records for each workman employed in connection with this Contract as required by California Labor Code Section 1776.
- C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

12. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection with the performance under this Agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense and shall be completed within the time limits established by the Director.

13. CONTRACTORS LICENSE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

14. TECHNICAL PROVISIONS

A. GENERAL TECHNICAL REQUIREMENTS

- 1. During the entire term of the agreement, Contractor and subcontractor, if any, shall hold a valid California State Contractors License Class C-10.

2. Contractor shall perform comprehensive testing and maintenance twice (2 times) per fiscal year (from each July 1st to June 30th) of the irrigation booster pumps located within the City's landscaped service areas to ensure proper operation. Testing shall occur during the months of July and January each year for each location listed in Exhibit A Section 15 and include any additional areas that may be added after the commencement of this Contract or any extension thereof.
3. Contractor shall perform such irrigation booster pump maintenance, repairs, replacements, etc. in compliance with The National Electrical Code, 2014 Edition (or most current), as published by the National Fire Protection Association as well as applicable Federal, State, and local agency laws and regulations.
4. All electrical equipment used shall conform to the standards of the National Electrical Manufacturers Association (NEMA), the Underwriters Laboratories Inc. (UL), or the Electronic Industries Association as described in Section 209 of the "Greenbook" Standard Specifications for Public Works Construction 2009 Edition (or most current).
5. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

B. MAINTENANCE AND REPAIR PROCEDURES

1. Pumps
 - (a) Adjust packing as necessary;
 - (b) Check sniffer valve;
 - (c) Clean bleed lines;
 - (d) Inspect shaft for wear and scoring;
 - (e) Tighten bolts as necessary;
 - (f) Check head shaft adjustment nut and lubricate;
 - (g) Acid clean pump heads;
 - (h) Perform deadhead pressure and amp readings
2. Motors:
 - (a) Perform megger motor insulation test ;
 - (b) Check motor leads at motor connection box;

- (c) Lubricate motor bearings per manufacturers guidelines;
 - (d) Tighten bolts as necessary;
 - (e) Check for vibration;
 - (f) Check for bearing noise;
 - (g) Change motor oil;
 - (h) Clean intake and exhaust screens;
 - (i) Blow out windings with compressed nitrogen as necessary
3. Valves:
- (a) Check station isolation valves;
 - (b) Check pump isolation valves;
 - (c) Check pump check valves
4. Hydraulic Control and relief valves
- (a) Acid clean control line strainer;
 - (b) Blow out control lines;
 - (c) Flush bonnet;
 - (d) Polish stem;
 - (e) Replace o-rings as necessary;
 - (f) Check micro switches;
 - (g) Inspect valve body;
 - (h) Check CRL interstage pilot control and calibrate to design pressure;
 - (i) Check CRD downstream pilot control and calibrate to design pressure;
 - (j) Check CRL surge pilot control and calibrate to design pressure;
 - (k) Check CRL relief pilot control and calibrate to 15 psi above set point;
 - (l) Test valve operation.

5. Filtration.
 - (a) Test control circuits;
 - (b) Check timer settings and adjust as necessary;
 - (c) Acid clean control line strainers for all filtration circuits;
 - (d) Check pressure drop across main line filter;
 - (e) Check heat exchanger solenoid valve and operation;
 - (f) Check flush line valve operation;
 - (g) Check automatic lake screen operation; Check CRL relief pilot control and calibrate to 15 psi above set point.

6. Tank and skid.
 - (a) Check air release valve;
 - (b) Check bladder;
 - (c) Check recycle probes and acid clean as necessary;
 - (d) Check recycle compressor belts;
 - (e) Check recycle compressor oil and change as necessary;
 - (f) Check skid for corrosion and decay;
 - (g) Clean skid and wash down as necessary.

7. Variable speed drive.
 - (a) Perform visual inspection of circuit boards and components;
 - (b) Check connections;
 - (c) Blow out all boards and components;
 - (d) Check cooling fan operations;
 - (e) Check fault log;
 - (f) Check volts/hertz setting and calibrate as necessary;
 - (g) Test drive operation.

8. Control logic.
 - (a) Check low discharge pressure safety;
 - (b) Check high discharge pressure safety;
 - (c) Check low level safety operation;
 - (d) Acid clean level probes;
 - (e) Check phase monitor setting and calibrate;
 - (f) Check high temperature safeties,
 - (g) Check loss of prime safety;
 - (h) Check remote well/lake fill controls;
 - (i) Check lead /lag operation;

15. PROJECT LOCATIONS

Irrigation Pump Stations		
Area/Tract	Address/Location	Pump Type
D (Tract 31591)	12949 Morris Street	Flowboy
E-14 Mahogany Fields	26482 Cottonwood Avenue	Flowboy
E-14 Mahogany Fields	13540 Morrison Street	Flowboy
E-14 Mahogany Fields	13960 Morrison Street	Flowboy
D (Tract 22889)	24518 Krameria Avenue	Flowboy
D (Tract 30967)	24615 Krameria Avenue	Flowboy
E-4 Moreno Valley Ranch -East	28976 Cactus Avenue	Barrett
D (Tract 31268)	28772 Cottonwood Avenue	Flowboy
D (Tract 31284)	28451 Cottonwood Avenue	Flowboy
E-3 Moreno Valley Ranch - West	15302 Caballo Road	Barrett
E-1 Towngate	22871 Centerpoint	Old Centrifugal
E-1 Towngate	Towngate Blvd. (S/W corner)	Old Centrifugal
E-12 Stoneridge Ranch	13028 Nason Street	Flowboy
E-12 Stoneridge Ranch	12990 Nason Street	Flowboy
NPDES (Tract 31327)	13960 Morrison Street (WQB)	Flowboy
M - Medians	Eucalyptus Avenue	Rain Bird Grunfos Vertical
D (Tract 32625)	13547 Redlands East	Flowboy
NPDES (Tract 31269-1)	28943 Canterbury Downs Way ¹	Flowboy
NPDES (Tract 32625)	Redlands WQB East ²	Flowboy

Notes:

¹ Pump not in use, no maintenance service currently required for this location.

² Pump facility has not been accepted by the City for maintenance.

EXHIBIT B: City Responsibilities

SD 2015-02 IRRIGATION PUMP MAINTENANCE SERVICES

1. GENERAL

The City will furnish any necessary permits, and coordinate Contractor's maintenance operations with the City's maintenance vendors

2. CONTRACT SUPERVISION

- A. The Contract shall be administered on behalf of the Financial and Management Services Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.
- C. The Director will inspect all the operations and approve or reject the work performed, and methods and materials used.

3. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to perform maintenance and repairs as listed in Exhibit A, Section 14 B of the Technical Provisions. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from the City, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations

EXHIBIT C: Payment Terms

SD 2015-02 IRRIGATION PUMP MAINTENANCE SERVICES

1. CONTRACTOR'S COMPENSATION

- A. The Contractor will electronically submit an invoice to be paid monthly per site for work performed satisfactorily under this Contract and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) maintenance and repairs performed; 2) complaints received; 3) hazards noted in the prior month; and 4) a detailed invoice for the work performed in accordance with the Contract price, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. At no time will the City pay for more service than has been satisfactorily completed and the City's determination of the amount due shall be final.

The Contractor 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 and reports will be submitted to the Special Districts Division of the Financial & Management Services Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

- B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.
- C. Except where additional compensation is specifically provided for in this Contract, the City will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract one (1) month in arrears, on the last day of the month. The basis for calculating Contractor's compensation for work performed shall be the unit pricing set forth in Exhibit E, Schedule II - Bid Schedule, Section A. The total contract amount for twelve (12) months shall not exceed seven thousand, two hundred, twenty dollars and 00/100 (\$7,220.00), except as provided for in Section 2 below.

- D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.
- E. The minimum information required on all invoices includes:
1. Vendor Name, Mailing Address and Phone Number
 2. Invoice Date
 3. Location Services were Testing and/or Services were Performed
 4. Vendor Invoice Number
 5. City– provided Reference Number (Project No. and Title)
 6. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the City.
- H. 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.

2. **ADDITIONAL WORK**

- A. During the term of this Contract, the City may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Exhibit C, Section 2, paragraph C herein (“Additional Pump Stations”).

If the City determines it to be in the City's best interest, said Additional Work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft,

and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II – Bid Schedule, Section B or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis) as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the City.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force.
- C. The Contractor shall, as Additional Work, perform booster pump testing at a price comparable to that set forth in Exhibit E, Schedule II - Bid Schedule, Section A for pumps added to parkway and/or median landscape areas that the City may add to the Contract during the initial term or any extension thereof.
- D. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A, B, and C above in excess of the cumulative total of seventeen thousand, four hundred, seventy and 00/100 dollars (\$17,470.00) for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

- A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety including but not limited to wearing of appropriate work attire; submit notifications or reports required by the

Contract, or General Provisions at the intervals and/or frequencies set forth therein; or; perform work as required by the General Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. TIME FOR PERFORMANCE

The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization as specified in the Notice to Proceed and to diligently prosecute the contracted work noted on the Bid Schedule.

EXHIBIT D: Term of Contract

SD 2015-02

IRRIGATION PUMP MAINTENANCE SERVICES

1. TERM OF CONTRACT

- A. Following approval by all parties, the Contract will commence on July 1, 2014, and shall terminate June 30, 2015, (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of all parties. Written notice of the City's intent to invoke this subsection of the Contract (Exhibit D, Section 1, paragraph B) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B above, the City shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory; and,

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.
- D. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract (Exhibit D, Section 1, paragraph D) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

**SD 2015-02
IRRIGATION PUMP MAINTENANCE SERVICES**

SD 2015-02
IRRIGATION PUMP MAINTENANCE SERVICES

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I. SCHEDULE I - VENDOR INFORMATION

A. COMPANY NAME: Variable Speed Solutions, Inc

TYPE

- Sole proprietor _____
- Partnership _____
- Corporation X _____

B. COMPANY ADDRESS (STREET): 16182 Gothard Street Ste: I
(CITY, STATE, ZIP): Huntington Beach, CA 92647

C. COMPANY ADDRESS (MAILING): same as above
(CITY, STATE, ZIP): same as above

D. BUSINESS PHONE NUMBER (with area code): 714-847-5957

E. SATELLITE OFFICE ADDRESS (if applicable)

F. SATELLITE OFFICE PHONE NUMBER: _____

G. CONTRACTOR'S LICENSING INFORMATION

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 465995

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 21 years

3. LICENSE EXPIRATION DATE: 5/31/14

4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No

6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 45-0508795

C. NAME AND TITLE(S) OF COMPANY OFFICERS:
Brian Pavloff President
Brian Pavloff Secretary/Treasurer

II. SCHEDULE I – REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

- A. List a minimum of three (3) references for public agency landscape maintenance contracts that are either current and/or have been successfully completed within the last two (2) years.
- B. Reference responses must include:
 - 1. Name and address of agency;
 - 2. Name and telephone number of agency person responsible for administering contract;
 - 3. Contract name(s) / number(s);
 - 4. Annual contract amount(s);
 - 6. Length of contract(s).
- C. The following reference questions will be asked of each agency referenced:
 - 1. How many (number) of contracts and years under contract?
 - 3. What are/were the Contract amount(s)?
 - 4. Do/did they have adequate (quantity/quality) staffing?
 - 5. How are/were the Training/Technical skills (i.e., Equipment Operation/Safety)?
 - 6. Does staff have the ability to comprehend/speak English?
 - 7. How are/were the appearance, uniforms, and use of safety equipment?
 - 8. Do/did they have availability of additional personnel for extra work/special projects?
 - 9. Is/was the equipment used in good working order?
 - 10. Do/did they have an effective in-company communications system?
 - 11. How is/was the knowledge of project/contract standards?
 - 12. Do/did they have the ability to respond to complaints/requests in a timely fashion?
 - 13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?

14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

Schedule I- References

Reference 1-

The City of Moreno Valley

14331 Frederick Street Moreno Valley, CA 92553

Robert Flores 951-413-3471

Preventative Pump Station Maintenance

Renewed every 5 years

Annual Contract Amount- \$3,610.00

Reference 2-

City of San Dimas

245 E. Bonita Avenue

San Dimas, CA 91773

Daniel Ford 909-208-8398

Preventative Pump Station Maintenance

Annual Contract Amount- \$1360.00

Renewed yearly

Reference 3-

City of Vista Public Works

1164 E. Taylor Street

Vista, CA 92084

Keith Gardner 760-975-6702

Preventative Pump Station Maintenance

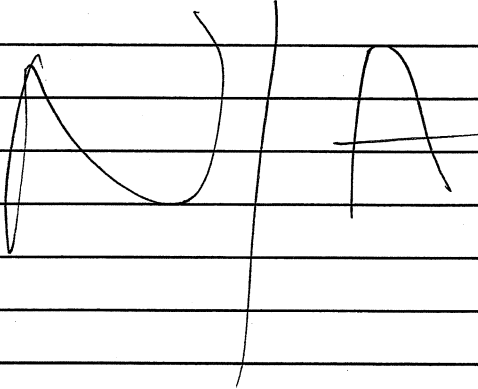
Annual Contract Amount- \$2280.00

Renewed every year

III. SCHEDULE I - LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor as follows:

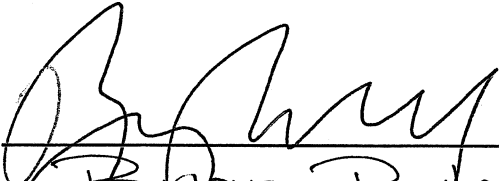
Name, License, and Classification No.	Place of Business and Telephone	Description of Work
		

X. SCHEDULE I - CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE 
PRINTED NAME Brian Pavloff
TITLE President
COMPANY NAME Variable Speed Solutions, Inc
DATE 3/26/14

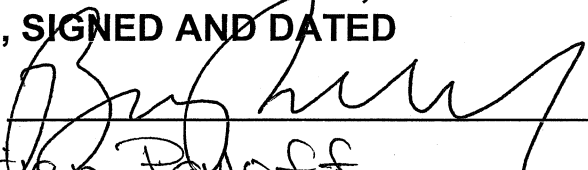
XI. SCHEDULE I - PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley, the Moreno Valley Community Services District and Variable Speed Solutions Inc., and further, the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Variable Speed Solutions Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. - Signature of Contract Proposal).

**FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT
(PRINTED), SIGNED AND DATED**

SIGNATURE



NAME

Brian Paloff

TITLE

President

COMPANY NAME

Variable Speed Solutions

DATE

3/26/14

I. SCHEDULE II – BID SCHEDULE

PROPOSER: Variable Speed Solutions, Inc
 (Company Name)

A. UNIT PRICES:

1. Cost per booster pump maintenance service @ \$ 190 ea. /visit

SITE	NO OF PUMPS	COST PER PUMP	TOTAL COST PER AREA
ZONE D LANDSCAPE MAINTENANCE AREAS	6	\$190.00	\$1,140.00
E-1 TOWNGATE	2	\$190.00	\$380.00
E-3 MORENO VALLEY RANCH – WEST	1	\$190.00	\$190.00
E-4 MORENO VALLEY RANCH – EAST	1	\$190.00	\$190.00
E – 12 STONERIDGE RANCH	2	\$190.00	\$380.00
E-14 MAHOGANY FIELDS	3	\$190.00	\$570.00
M – LANDSCAPED MEDIANS	1	\$190.00	\$190.00
NPDES - BASINS	3	\$190.00	\$570.00
TOTALS	19	\$190.00	\$3610.00

The Total Proposal Amount ^{* 2 visits per year} $53610.00 \times 2 = 7220.00$
 Figures: \$7220.00 and 00 /100's Dollars
 Words: seven thousand two hundred & twenty dollars and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the purpose of providing maintenance and repairs of irrigation pump stations.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance and repairs of irrigation pump stations as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). _____ has/have been received and is/are made a part of this proposal.
 _____ President _____
 (AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

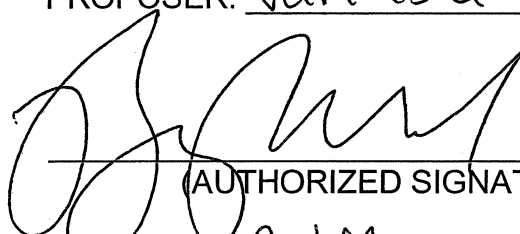
Prices for Additional Work including, but are not limited to, Emergency Work shall be quoted per Exhibit C, Subsections 2. a, b and c.

UNIT PRICE LIST:

- 1. Repair Work @ \$ 105 per hour
- 2. Emergency Repairs @ \$ 157.50 per hour
- 3. Replacement Parts Supplied at Contractor's Price Plus 20 %
- 4. Discount Terms 0 % Net N/A Days

Advance notice of 2 hours required for service during normal business hours.

PROPOSER: Variable Speed Solutions, Inc
(Company Name)



(AUTHORIZED SIGNATURE AND TITLE) 4-2-14
(DATE)
Brian Pawloff

II. SCHEDULE II - CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (From Exhibit E, I, "Schedule II - Bid Schedule"):

Seven thousand two hundred & twenty dollars and no cents
(Dollar Amount in Words)

\$ 7,220.⁰⁰
(Dollar Amount in Figures)

Date: 4-2-14

Proposer: Variable Speed Solutions
(Company Name)

By: [Signature] Brian Parkoff
(Signature)

Title: President

State License Number and Classification: 665995 C10, C20

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [Signature]

SECRETARY [Signature]



III. SCHEDULE II - AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, ~~a certified check~~, or a Proposal Surety Bond for \$722, payable to the City of Moreno Valley, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3/26/14

Signature of Proposer 

By Brian Pavloff

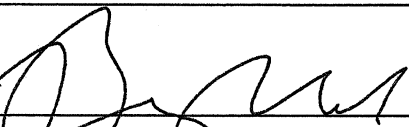
Address of Proposer 14182 Gothard Street Suite 1
Huntington Beach, CA 92647

Telephone Number of Proposer (714) 847-5957

Names and Addresses of Members of the Company:

Brian Pavloff 8581 crockett circle Westminster Ca 92683

(If a Corporation)

Signature of Proposer 

By Brian Pavloff

Title President

Business Address 14182 Gothard Unit I H.B Ca 92647

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

California

State License Number and Classification

665995 C-20, C10

PRESIDENT

Brian Parloff

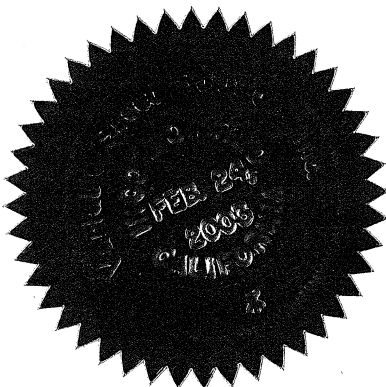
SECRETARY

Brian Parloff

TREASURER

Brian Parloff

[Handwritten signatures for President, Secretary, and Treasurer]



IV. SCHEDULE II - PROPOSAL SURETY BOND

N/A

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as

principals, and _____, a duly

authorized corporate surety: Business Address _____

_____,
Phone () _____, are held and firmly bound unto the City of Moreno Valley, as Surety, in the sum of _____ Dollars, (\$ _____), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the City Council and the City Council in its capacity as the Board of Directors of the Moreno Valley Community Services District, a proposal for **IRRIGATION PUMP MAINTENANCE SERVICES**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said City Council and the City Council in its capacity as the Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said City Council and/or City Council in Its Capacity as the Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the City of Moreno Valley and/or the Moreno Valley Community Services District the full sum of _____ Dollars, (\$ _____), as liquidated damages for such failure and neglect.

WITNESS our hands this 2nd day of April, 2014.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.) *Y/A*

PRINCIPAL

CORPORATE SURETY

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

By: _____

By: _____

Attorney-in-Fact

SIGNING INSTRUCTIONS

- The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

V. SCHEDULE II - NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Orange)S

(NAME) Brian Parloff, affiant
being first duly sworn, deposes and says:

That he or she is Sole Owner of
(sole owner, partner or other proper title)

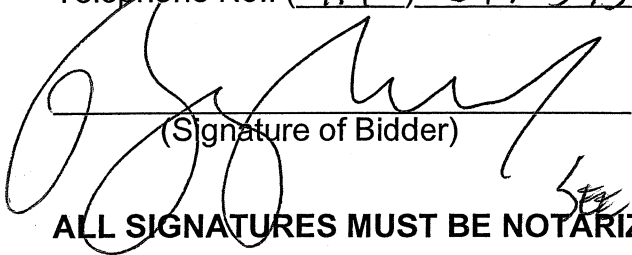
Variable Speed Solutions Inc.
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Brian Parloff Variable Speed Solutions Inc

Bidder's Address: 16182 Gothard St. H.B. Ca. 92647

Telephone No.: (714) 847-5957


(Signature of Bidder)

President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

See California notarial wording next page

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 4/2/14 before me, Deanne K. Dodge-Krows
(Here insert name and title of the officer)

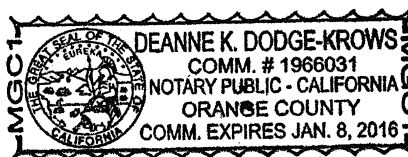
personally appeared Brian Pavloff

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.

[Handwritten Signature]
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ☒ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ☒ Indicate title or type of attached document, number of pages and date.
 - ☒ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 4/2/14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

EXHIBIT F: PREVAILING WAGE DETERMINATION

LOCALITY: RIVERSIDE COUNTY DETERMINATION: RIV-2014-1		GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS														
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE				
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY			
# BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	02/22/2014	04/30/2014**	A 36.520	6.250	5.320	-	B 0.740	0.350	C 8.0	49.180	D 67.440	D 67.440	85.700			
# BRICKLAYER: MASON FINISHER	02/22/2014	04/30/2014*	A 26.110	6.250	6.800	-	E 0.650	0.350	C 8.0	40.160	D 53.220	D 53.220	66.270			
# F BRICK TENDER	02/22/2014	06/30/2014**	28.370	6.810	6.000	G 3.900	0.650	0.470	C 8.0	46.200	60.390	60.390	74.570			
# BRICK TENDER: FORKLIFT OPERATOR	08/22/2013	06/30/2014**	28.820	6.810	6.000	G 3.900	0.650	0.470	C 8.0	46.650	61.060	61.060	75.470			
# CARPET, LINOLEUM, RESILIENT TILE LAYER	02/22/2014	12/31/2014**	H 29.850	5.080	4.800	2.050	0.630	0.200	8.0	42.610	57.540	I 57.540	72.460			
J MATERIAL HANDLER	02/22/2014	12/31/2014**	H 8.950	5.080	1.750	0.550	0.630	0.100	8.0	17.060	21.530	I 21.530	26.010			
# DRYWALL FINISHER DRYWALL FINISHER	02/22/2014	09/30/2014**	H 34.030	7.050	4.620	3.070	0.670	0.470	8.0	49.910	66.920	K 66.920	83.940			
# ELECTRICIAN: COMM & SYSTEM INSTALLER	02/22/2014	05/25/2014**	28.080	7.250	L 3.250	-	0.650	M 0.210	8.0	40.280	N 54.740	N 54.740	69.200			
COMM & SYSTEM TECH.	02/22/2014	05/25/2014**	29.880	7.250	L 3.250	-	0.650	M 0.210	8.0	42.140	N 57.520	N 57.520	72.910			
INSIDE WIREMAN, TECHNICIAN	02/22/2014	05/25/2014**	O 35.870	7.250	L 11.270	-	0.730	P 0.180	8.0	56.660	Q 75.220	Q 75.220	93.780			
CABLE SPLICER	02/22/2014	05/25/2014**	O 36.870	7.250	L 11.270	-	0.730	P 0.180	8.0	57.690	Q 76.760	Q 76.760	95.840			
# FIELD SURVEYOR: R CHIEF OF PARTY (018.167-010)	02/22/2014	09/30/2014**	43.010	11.200	7.450	G 4.150	0.900	0.150	8.0	66.860	N 88.360	N 88.360	S 109.870			
R INSTRUMENTMAN (018.167-034)	02/22/2014	09/30/2014**	40.510	11.200	7.450	G 4.150	0.900	0.150	8.0	64.360	N 84.610	N 84.610	S 104.870			
R CHAINMAN/RODMAN (869.567-010)	02/22/2014	09/30/2014**	39.930	11.200	7.450	G 4.150	0.900	0.150	8.0	63.780	N 83.740	N 83.740	S 103.710			
# GLAZIER	02/22/2014	05/31/2014**	T 38.950	U 6.500	12.890	V -	0.770	0.530	8.0	59.640	W 78.120	W 78.120	96.590			
# MARBLE FINISHER	08/22/2013	05/31/2014*	X 27.880	7.940	2.710	-	0.810	0.330	Y 8.0	39.670	Z 53.610	AA 53.610	AB 67.550			
# PAINTER: AC PAINTER, LEAD ABATEMENT	08/22/2013	06/30/2014**	O 29.820	7.050	3.040	1.050	0.590	0.820	8.0	42.370	AD 57.280	AD 57.280	AD 57.280			
AC REPAINT PAINTER, LEAD ABATEMENT	08/22/2013	06/30/2014**	O 26.490	7.050	3.040	1.050	0.590	0.820	8.0	39.040	AE 52.280	AE 52.280	AE 52.280			
AC INDUSTRIAL PAINTER	02/22/2014	06/30/2014**	O 30.220	7.050	3.040	1.050	0.590	0.820	8.0	42.770	AD 57.880	AD 57.880	AD 57.880			
AC INDUSTRIAL REPAINT PAINTER	08/22/2013	06/30/2014**	O 26.850	7.050	3.040	1.050	0.590	0.820	8.0	39.400	AE 52.830	AE 52.830	AE 52.830			
# PLASTERER	08/22/2013	07/31/2014*	30.910	8.380	4.210	AF 5.200	0.540	0.960	AG 8.0	50.200	65.650	AH 65.650	81.110			
# AI PLASTER TENDER	08/22/2013	08/05/2014*	30.000	6.810	5.400	AF 5.000	1.000	0.990	8.0	49.200	64.200	AJ 64.200	79.200			
PLASTER CLEAN-UP LABORER	08/22/2013	08/05/2014*	27.450	6.810	5.400	AF 5.000	1.000	0.990	8.0	46.650	60.380	AJ 60.380	74.100			
# PLUMBER: PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	08/22/2013	06/30/2014**	X 40.570	7.760	AK 10.800	AL 3.030	1.600	AM 0.650	8.0	64.410	AN 85.410	AN 85.410	104.900			
SEWER AND STORM DRAIN PIPELAYER	08/22/2013	06/30/2014**	X 31.500	7.650	AK 7.950	AL 1.000	1.330	AM 0.650	8.0	50.080	65.530	Y 65.530	80.480			
AO SEWER AND STORM DRAIN PIPE TRADESMAN	08/22/2013	06/30/2014**	X 16.410	7.650	0.380	-	0.760	AM 0.500	8.0	25.700	33.110	Y 33.110	40.510			
SERVICE & REPAIR (PLUMBER/HVAC- FITTER)	08/22/2013	06/30/2014**	X 39.230	7.760	AK 10.490	AL 3.030	0.930	AM 0.650	8.0	62.090	82.420	AP 82.420	AQ 101.240			
LANDSCAPE/IRRIGATION FITTER	02/22/2014	06/30/2014*	X 26.070	7.760	AK 10.800	AL 2.490	0.990	AM 0.450	Y 8.0	48.560	62.840	62.840	75.880			
AR LANDSCAPE/IRRIGATION TRADESMAN	02/22/2014	06/30/2014*	X 13.040	2.000	AK 0.880	-	0.100	AM 0.450	Y 8.0	16.470	22.990	22.990	29.510			

**MINUTES –REGULAR MEETING OF APRIL 22, 2014 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES –REGULAR MEETING OF APRIL 22, 2014 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: May 13, 2014

TITLE: THIRD PUBLIC HEARING REGARDING COUNCILMANIC REDISTRICTING AND ADOPT RESOLUTION RELATING TO THE DIRECT ELECTION OF THE MAYOR AND REAPPORTIONMENT OF COUNCILMANIC DISTRICTS AND DIRECTING STAFF TO PREPARE ORDINANCE

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a third public hearing regarding redistricting plans of the Councilmanic districts in the City of Moreno Valley and accept public comments.
2. Adopt Resolution No. 2014-33. A Resolution of the City Council of the City of Moreno Valley, California, relating to the Direct Election of the Mayor and Reapportionment of Councilmanic Districts and Directing City Staff to Prepare Ordinance.

SUMMARY/DISCUSSION

Public Hearings to accept public comments and draft maps have taken place on the following dates: April 8, 22, and May 13, 2014. Two Citizen Community Meetings were held on March 31 and April 16, 2014 at the Conference and Recreation Center and Senior Center respectively. The public was invited to submit draft maps and/or submit comments. The on-line redistricting tool was demonstrated and public participation kits were made available through the City's website and City Clerk's office.

The City Council and National Demographics Corporation (NDC) encouraged citizen's participation as it is a vital component to the redistricting process. NDC staff assisted citizens who contacted them and provided guidance on how to correct deficiencies.

On April 22, 2014 five (5) citizen's maps were submitted for Council consideration, and at a later time two (2) additional citizen drawn maps had been submitted for a total of seven (7).

At the April 22 Council meeting, the City Council directed NDC to incorporate changes to citizen drawn map 2a and the citizen who had submitted the map agreed to the changes. All maps that have been submitted are attached for your review.

At tonight's Public Hearing, the Council may consider and review the redistricting plans; adopt a resolution selecting a redistricting plan, and direct staff to prepare an ordinance. Introduction and the first reading of the ordinance with the proposed Council districts is anticipated to take place at the May 27, 2014 City Council meeting and the subsequent adoption of the ordinance on June 10. The City Clerk will then forward the adopted ordinance to the Planning Commission. The responsibility of the Planning Commission will be to examine the ordinance and proposed Council districts as to definiteness and certainty of the boundaries of the proposed districts and adopt a resolution making findings specified in Government Code section 34875.

After the Planning Commission examination of the documents, the City Council can approve the exact questions to be submitted to the electorate, call for an election and request consolidation with the statewide General Election. These actions can be taken at the July 8, 2014 City Council meeting.

The City Council is holding a third public hearing tonight which will give the public additional time to give public comments or submit citizen drawn maps.

A brief overview of draft maps A, B, and C submitted by NDC

Draft A map divides the city into quadrants. This plan keeps the area north of SR 60 and west of Lassalle in one district. It also keeps the southern areas south of Cactus currently in District 4 together, united with the remainder of Moreno Valley Ranch.

Draft B map reflects the demographics of the city by uniting areas with similar attributes, such as income, rental units, and percent with children at home. Areas 2 and 3 include those neighborhoods with more children and rental units, while Areas 1 and 4 have a higher proportion of single-family homes. The areas east of Lassalle are divided at SR 60 so the eastern part of the city is divided into two districts.

Draft C map uses the current district boundaries, but aligns the districts to major roads. The area north of SR 60 is kept in one district except the small area immediately north south of Ironwood Avenue between Frederick Street and Perris Boulevard. The Moreno Valley Ranch area is united in Area 3.

ALTERNATIVES

California statutes require two public hearings be held. There are no alternatives in order to comply with applicable state law.

FISCAL IMPACT

Costs for the consultant work to develop revised City Council districts are estimated at approximately \$30,000 based on the City's previous redistricting process. Updated projections will be developed as the scope of work is refined. The Chief Financial Officer has been authorized to make appropriation changes as may be required for these specialized services. This expenditure has been included in the mid-year budget.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 13/14 Budget	Proposed Adjustments	FY 13/14 Amended Budget
Redistrict Consultant	Gen. Fund	1010-12-05-12010-625099	Exp	\$16,500	\$30,000	\$46,500

NOTIFICATION

Posting of agenda
Public Hearing Notice - Press Enterprise

EXHIBITS/ATTACHMENTS

1. Proposed Resolution
2. Exhibit A - Draft Plan A Map
3. Exhibit B - Draft Plan B Map
4. Exhibit C - Draft Plan C Map
5. Exhibit D - Public Plan 1a and Demographics
6. Exhibit E - Public Plan 2a and Demographics
7. Exhibit F - Public Plan 2b and Demographics
8. Exhibit G - Public Plan 2c and Demographics
9. Exhibit H - Public Plan 3a and Demographics
10. Exhibit I - Public Plan 4a and Demographics
11. Exhibit J - Public Plan 5a and Demographics
12. Exhibit K - Public Plan 6a and Demographics
13. Exhibit L - Public Plan 7a and Demographics
14. NDC Public Plans Cover Memorandum

Prepared By:
Jane Halstead, City Clerk

Department Head Approval:
Jane Halstead, City Clerk

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RESOLUTION NO. 2014-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RELATING TO THE DIRECT ELECTION OF THE MAYOR AND REAPPORTIONMENT OF COUNCILMANIC DISTRICTS AND DIRECTING CITY STAFF TO PREPARE ORDINANCE

WHEREAS, the City of Moreno Valley (City) was incorporated as of December 3, 1984 pursuant to an election held on November 6, 1984; and

WHEREAS, at said election of November 6, 1984, a majority of the votes cast were in favor of electing members of the City Council by district; and

WHEREAS, by Resolution No. 86-63, and pursuant to Section 34884 of the Government Code of the State of California, the City Council duly established Councilmanic district for the City of Moreno Valley; and

WHEREAS, by Resolution No. 2001-60, and pursuant to Section 21601 of the California Elections Code, the City Council duly adjusted Councilmanic district boundaries for the City of Moreno Valley; and

WHEREAS, by Resolution No. 2011-107 the City Council after the decennial federal census, the City Council adjusted the boundaries of the respective Councilmanic districts so that they shall be as nearly equal in population as may be; and

WHEREAS, the City Council desires to place the question of the direct election of the Mayor and related reapportionment of Councilmanic Districts on the ballot during the statewide primary election conducted the first Tuesday after the first Monday in November of this year; and

WHEREAS, the City Council has adopted Resolution No. 2014-18 relating to the direct election of the Mayor and reapportionment of Councilmanic Districts; and authorized the drafting of Redistricting Plans; and

WHEREAS, the City Council has received and considered the reports of staff and consultant, and has given consideration to the follow factors: Federal Voting Rights Act, equal population growth, contiguity, compactness of territory; and community of interests of the districts; and

WHEREAS, the City Council has held three (3) public hearings and has considered and reviewed reasonable alternative plans for the required adjustment of the boundaries of Councilmanic districts.

1
Resolution No. 2014-33
Date Adopted: May 13, 2014

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

SECTION 1.

The City Council hereby selects Plan _____ as the Council district reapportionment plan to be incorporated into an ordinance submitted to the voters for approval of an elected Mayor and four (4) Council districts.

SECTION 2.

The City Council hereby directs the City Attorney to prepare for consideration an ordinance adopting an elected Mayor, designating a new number of Council districts, and reapportioning City Council districts in a manner consistent with Section 1 above, such that the ordinance may be introduced and read for the first time at the Council Meeting of May 27, 2014.

APPROVED AND ADOPTED this 13th day of May 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2014-33
Date Adopted: May 13, 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. 2014-33 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of May, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

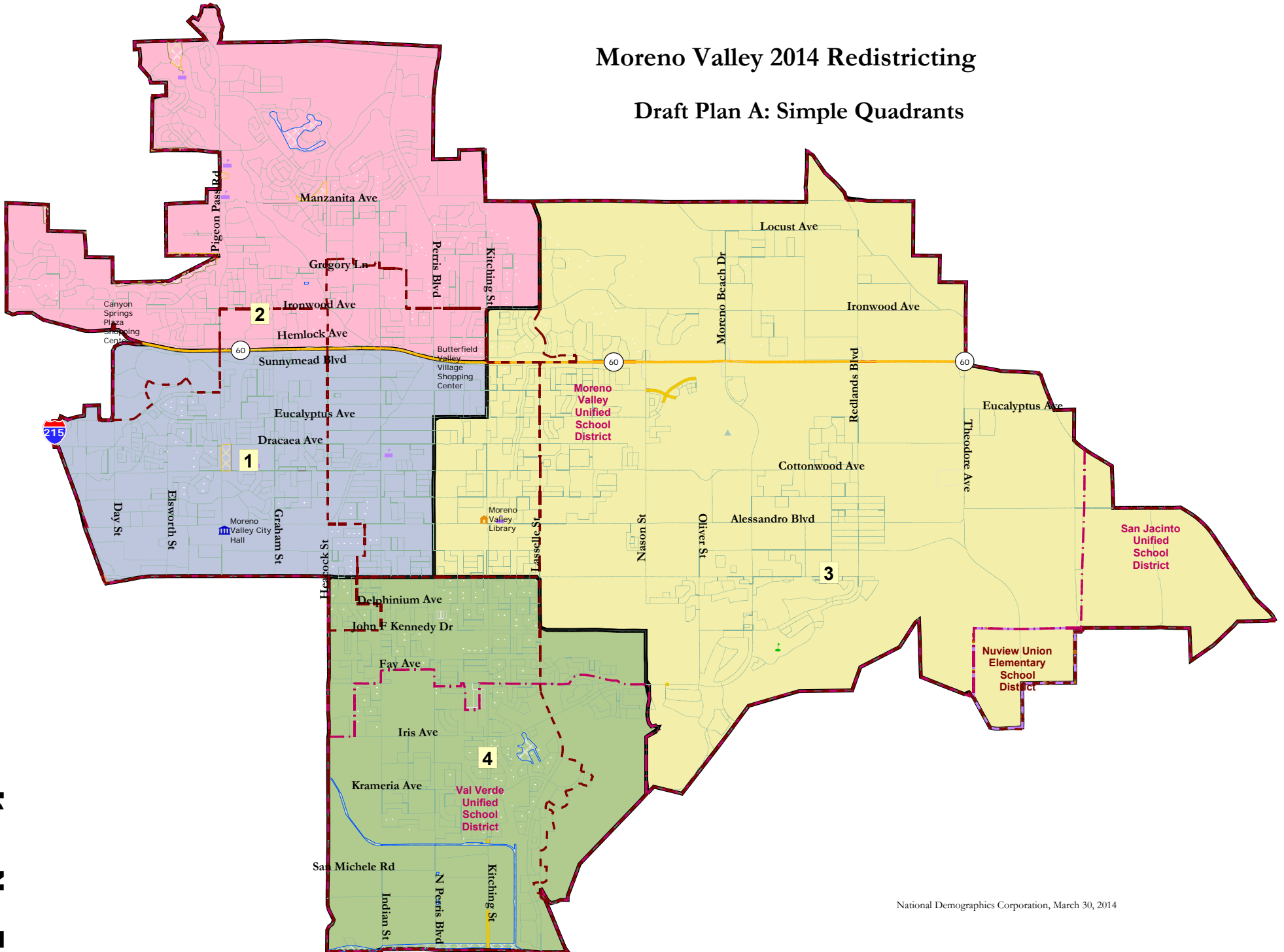
(SEAL)

Resolution No. 2014-33³
Date Adopted: May 13, 2014

4
Resolution No. 2014-33
Date Adopted: May 13, 2014

Moreno Valley 2014 Redistricting

Draft Plan A: Simple Quadrants



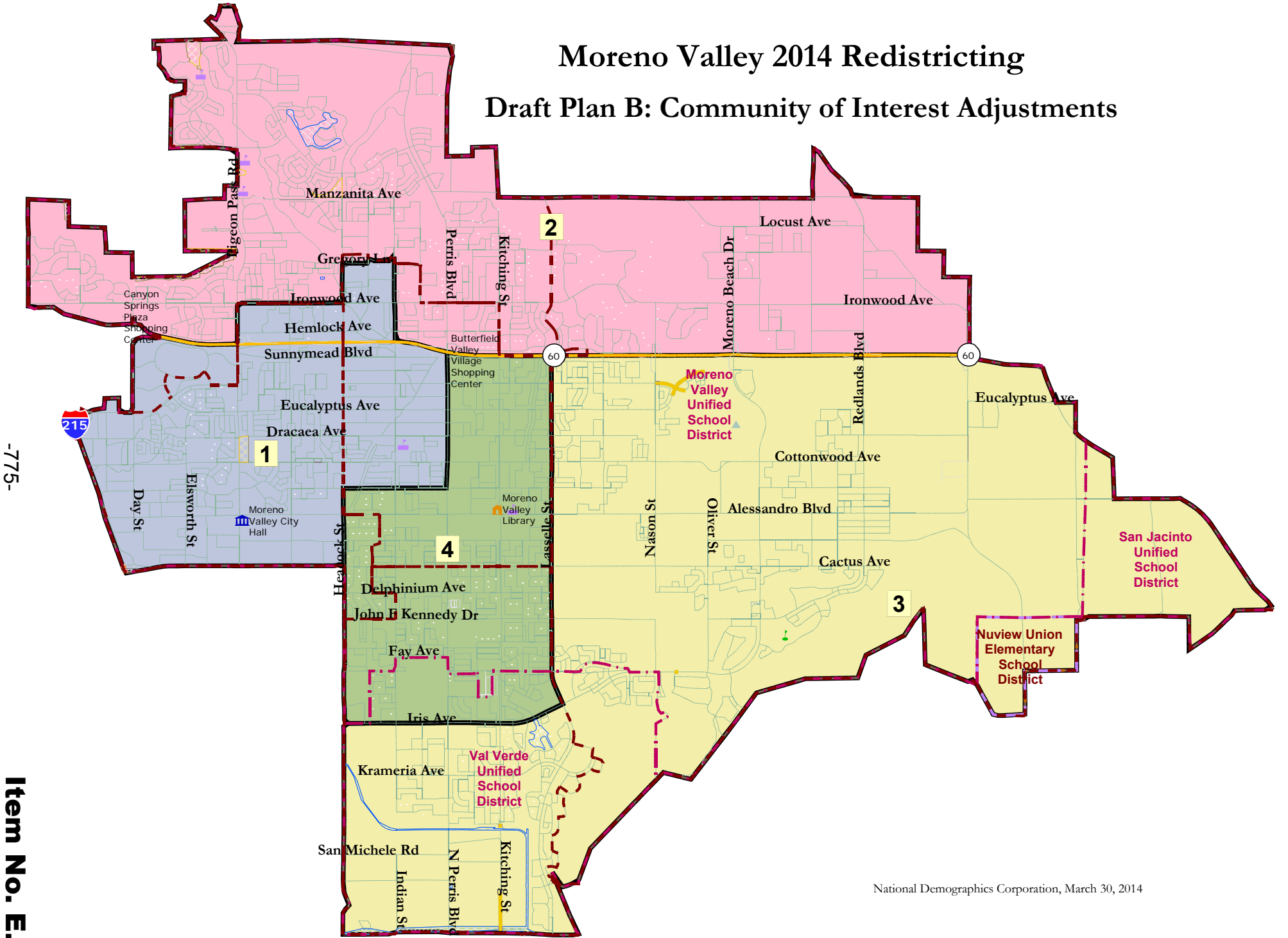
-773-

Item No. E.1

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Moreno Valley 2014 Redistricting

Draft Plan B: Community of Interest Adjustments



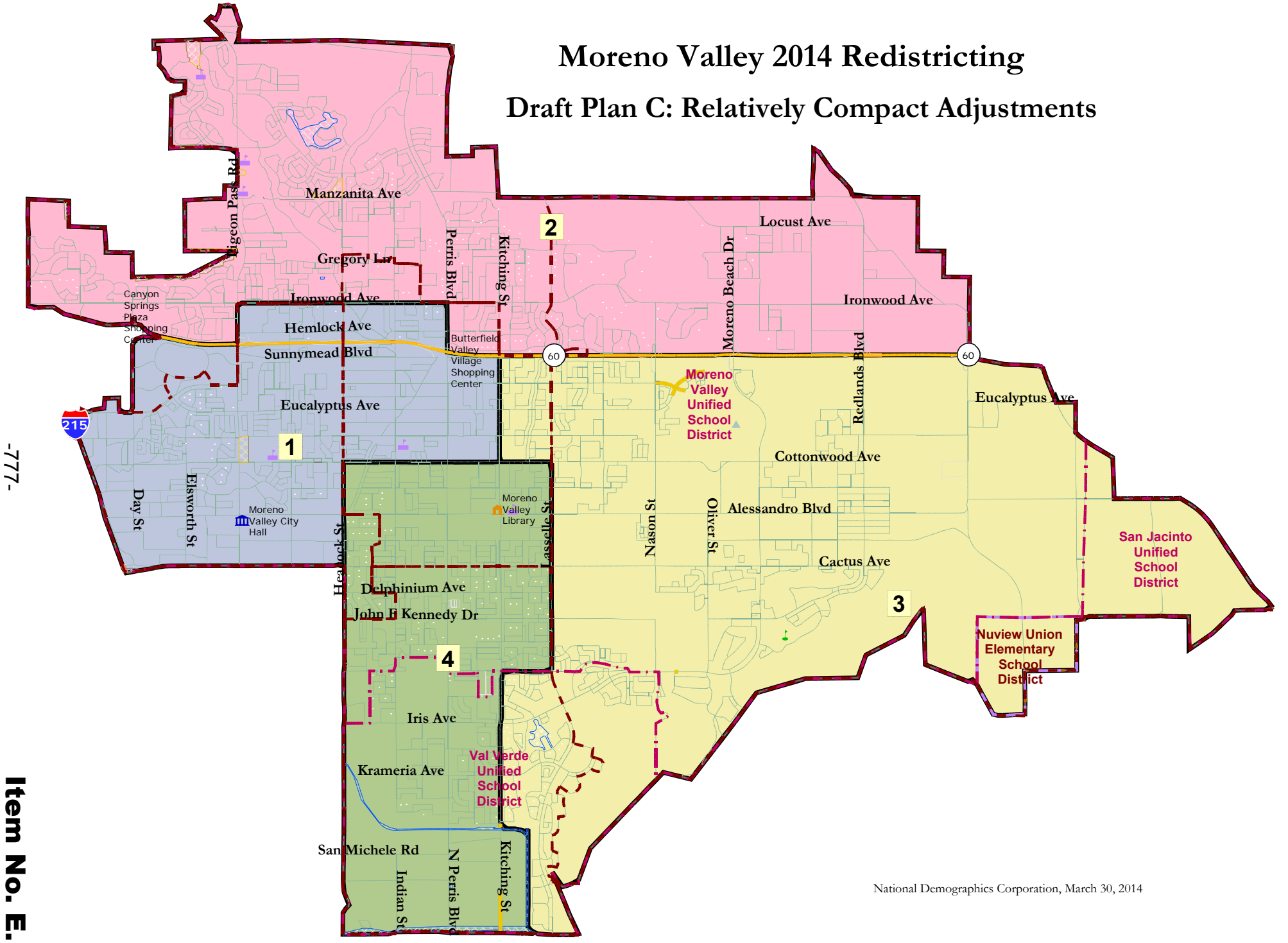
-775-

Item No. E.1

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Moreno Valley 2014 Redistricting

Draft Plan C: Relatively Compact Adjustments



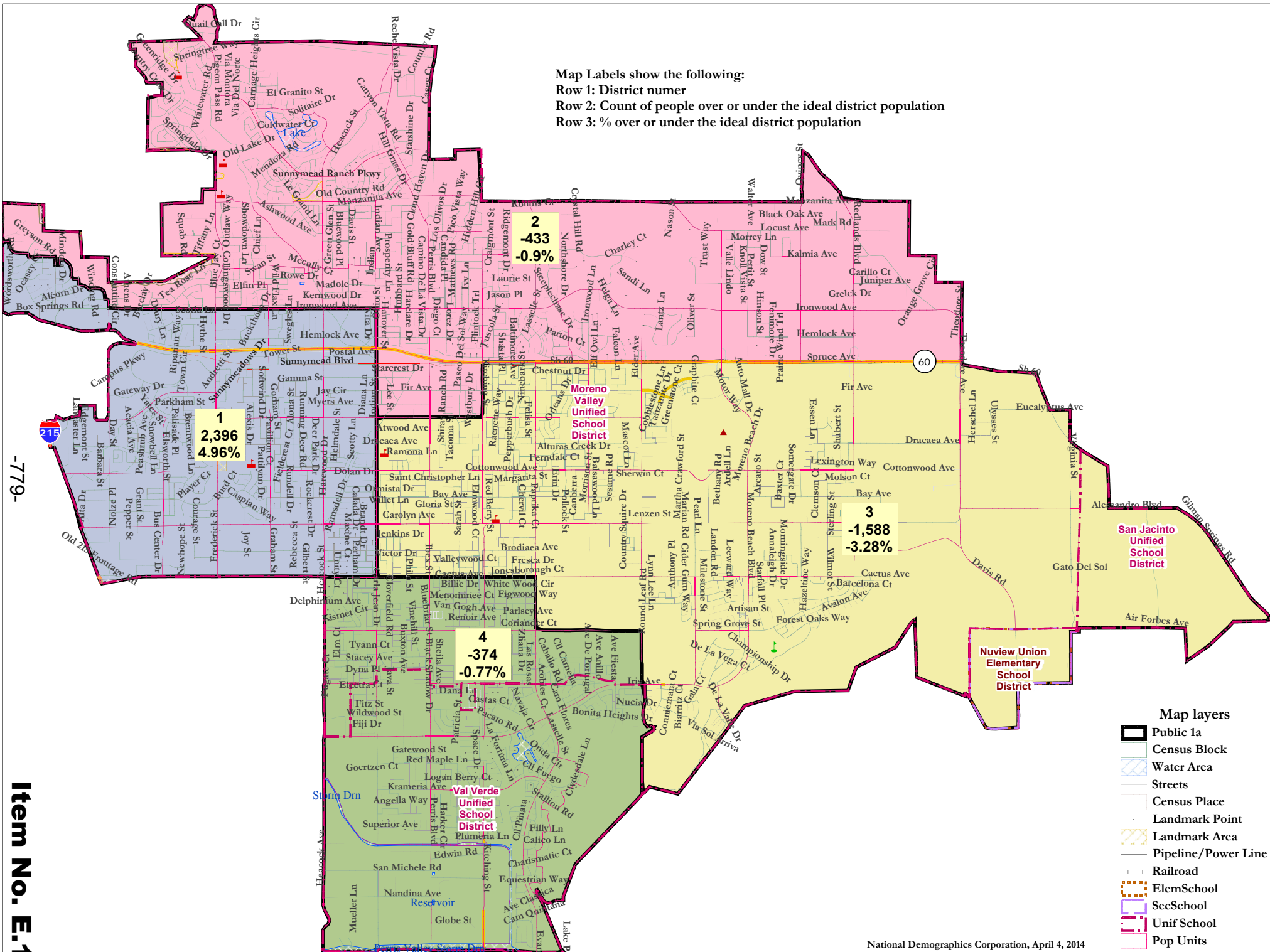
-777-

Item No. E.1

National Demographics Corporation, March 30, 2014

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Map Labels show the following:
 Row 1: District number
 Row 2: Count of people over or under the ideal district population
 Row 3: % over or under the ideal district population



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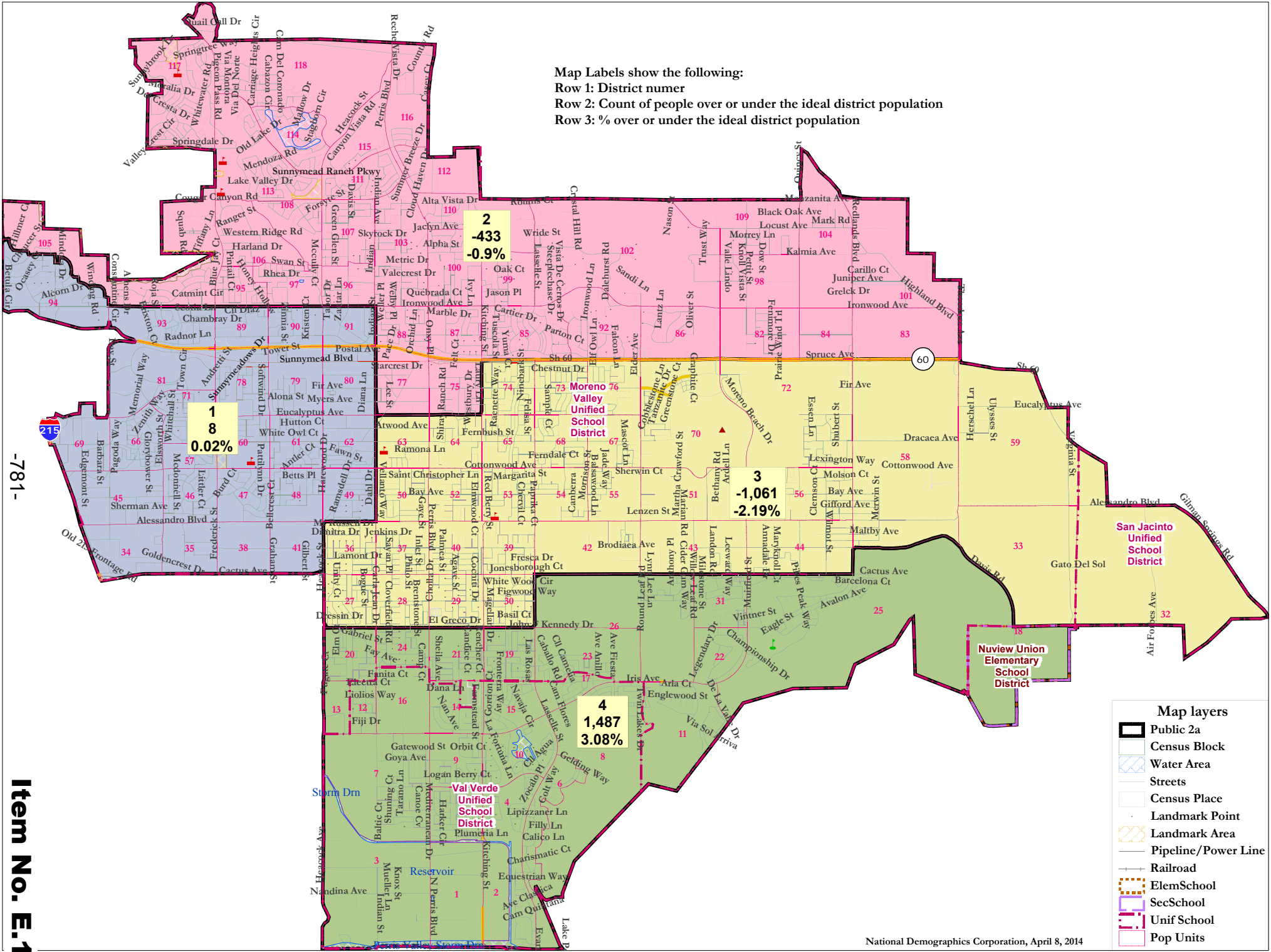
Item No. E.1

- Map layers**
- Public 1a
 - Census Block
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - ElemSchool
 - SecSchool
 - Unif School
 - Pop Units

Moreno Valley 2014 Proposed Public 1a

District		1	2	3	4	Total
	Total Pop	50,737	47,908	46,753	47,967	193,365
	Deviation from ideal	2,396	-433	-1,588	-374	3,984
	% Deviation	4.96%	-0.90%	-3.28%	-0.77%	8.24%
Total Pop	% Hisp	61%	47%	52%	58%	54%
	% NH White	14%	29%	18%	14%	19%
	% NH Black	18%	16%	19%	20%	18%
	% Asian-American	5%	6%	9%	6%	7%
Voting Age Pop	% Hisp	56%	42%	47%	54%	50%
	% NH White	18%	33%	22%	18%	23%
	% NH Black	18%	16%	19%	19%	18%
	% Asian-American	7%	6%	10%	7%	7%
Citizen Voting Age Pop	% Hisp	43%	40%	40%	41%	41%
	% NH White	23%	38%	30%	23%	29%
	% NH Black	25%	16%	19%	26%	21%
	% Asian-American	6%	3%	9%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	41%	30%	36%	39%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	38%	26%	33%	36%	33%
	% Asian-Surnamed	1%	1%	1%	0%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	38%	32%	36%	38%	36%
	age20-60	53%	55%	54%	53%	54%
	age60plus	9%	14%	10%	9%	10%
Immigration	immigrants	28%	21%	25%	25%	25%
Housing Stats	vacant	9%	6%	8%	10%	8%
	occupied	91%	94%	92%	90%	92%
	rented	54%	23%	28%	30%	37%
	owned	37%	71%	65%	60%	63%
	singlefamily	64%	95%	88%	92%	84%
	multifamily	36%	5%	12%	8%	16%
Language spoken at home	english	47%	58%	50%	52%	52%
	spanish	47%	38%	42%	42%	42%
	asian-lang	3%	2%	6%	5%	4%
Children at Home	child-under18	48%	41%	48%	46%	46%
Work (percent of pop age 16+)	employed	51%	55%	58%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	30%	15%	15%	18%	20%
	hhincome25-50k	28%	22%	23%	27%	25%
	hhincome50-75k	19%	19%	22%	23%	21%
	hhincome75-200k	23%	42%	39%	30%	33%
	hhincome200k-plus	1%	3%	2%	1%	2%
Education (among those age 25+)	hs-grad	57%	64%	62%	59%	24%
	bachelor	9%	11%	12%	11%	61%
	graduatedegree	3%	7%	5%	3%	11%
Total and Voting Age population data from the 2010 Decennial Census.						
Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.						
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.						

Map Labels show the following:
 Row 1: District numer
 Row 2: Count of people over or under the ideal district population
 Row 3: % over or under the ideal district population



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Item No. E.1

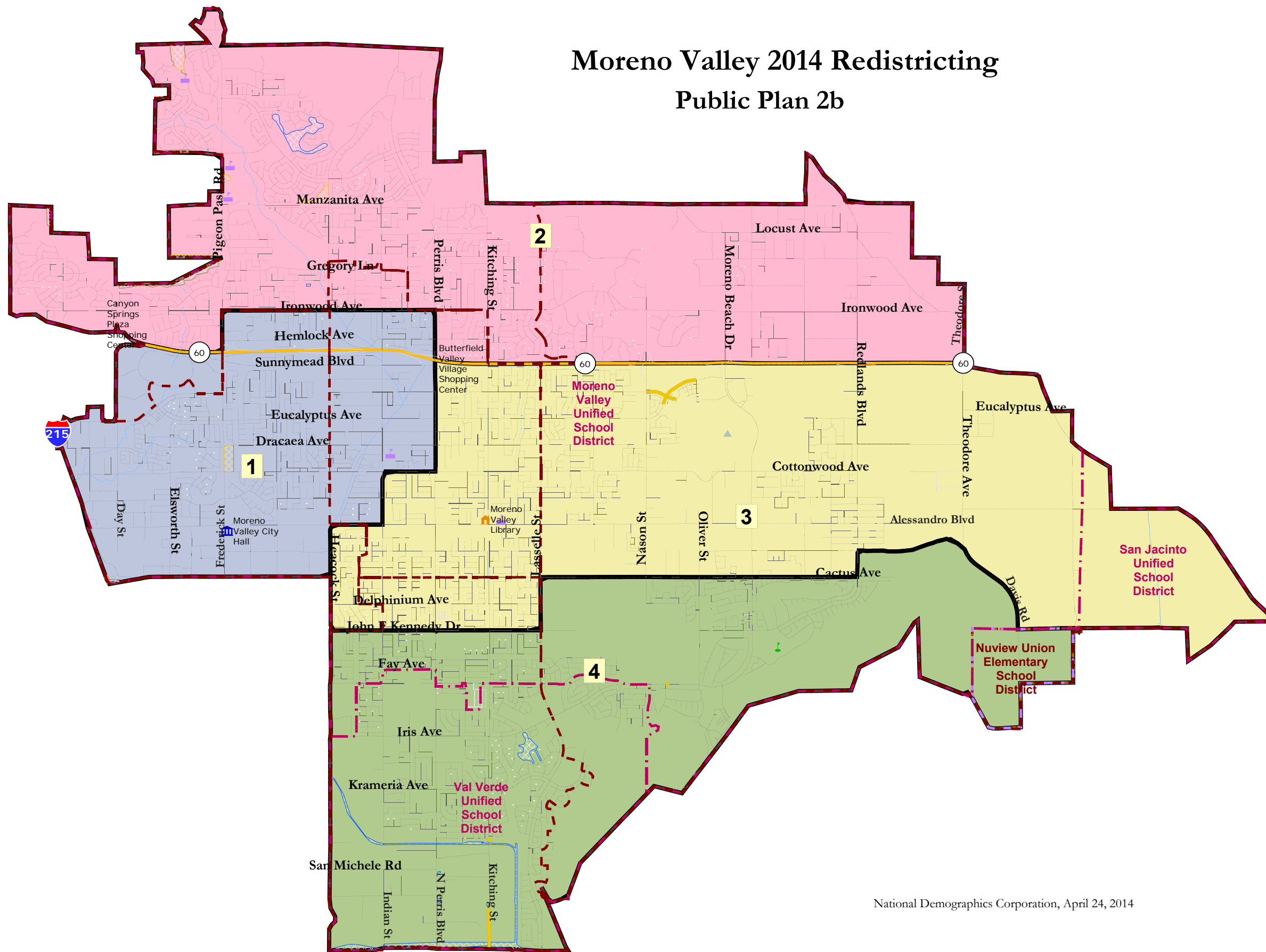
Map layers

- Public 2a
- Census Block
- Water Area
- Streets
- Census Place
- Landmark Point
- Landmark Area
- Pipeline/Power Line
- Railroad
- ElemSchool
- SecSchool
- Unif School
- Pop Units

Moreno Valley 2014 Proposed Public 2A

District		1	2	3	4	Total
	Total Pop	48,349	47,908	47,280	49,828	193,365
	Deviation from ideal	8	-433	-1,061	1,487	2,548
	% Deviation	0.02%	-0.90%	-2.19%	3.08%	5.27%
Total Pop	% Hisp	60%	47%	58%	52%	54%
	% NH White	14%	29%	17%	16%	19%
	% NH Black	18%	16%	16%	22%	18%
	% Asian-American	5%	6%	7%	8%	7%
Voting Age Pop	% Hisp	55%	42%	54%	48%	50%
	% NH White	18%	33%	20%	19%	23%
	% NH Black	18%	16%	16%	22%	18%
	% Asian-American	7%	6%	8%	9%	7%
Citizen Voting Age Pop	% Hisp	43%	40%	44%	37%	41%
	% NH White	23%	38%	27%	25%	29%
	% NH Black	24%	16%	19%	26%	21%
	% Asian-American	6%	3%	8%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	40%	30%	40%	36%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	38%	26%	37%	32%	33%
	% Asian-Surnamed	1%	1%	0%	1%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	38%	32%	37%	37%	36%
	age20-60	53%	55%	54%	53%	54%
	age60plus	9%	14%	9%	10%	10%
Immigration	immigrants	27%	21%	27%	23%	25%
Housing Stats	vacant	9%	6%	8%	10%	8%
	occupied	91%	94%	92%	90%	92%
	rented	55%	23%	28%	29%	37%
	owned	36%	71%	64%	61%	63%
	singlefamily	63%	95%	89%	91%	84%
	multifamily	37%	5%	11%	9%	16%
Language spoken at home	english	47%	58%	45%	56%	52%
	spanish	47%	38%	47%	37%	42%
	asian-lang	3%	2%	5%	6%	4%
Children at Home	child-under18	48%	41%	50%	45%	46%
Work (percent of pop age 16+)	employed	51%	55%	55%	55%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	30%	15%	18%	16%	20%
	hhincome25-50k	28%	22%	27%	24%	25%
	hhincome50-75k	19%	19%	23%	22%	21%
	hhincome75-200k	23%	42%	31%	37%	33%
	hhincome200k-plus	1%	3%	1%	1%	2%
Education (among those age 25+)	hs-grad	57%	64%	60%	61%	24%
	bachelor	9%	11%	10%	13%	61%
	graduatedegree	3%	7%	3%	5%	11%
Total and Voting Age population data from the 2010 Decennial Census.						
Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.						
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.						

Moreno Valley 2014 Redistricting Public Plan 2b



- Map layers**
- Public 2b
 - Incorporated Cities
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - ElemSchool
 - SecSchool
 - Unif School
 - 2011 Plan

National Demographics Corporation, April 24, 2014

Moreno Valley 2014 Proposed Plan 2b

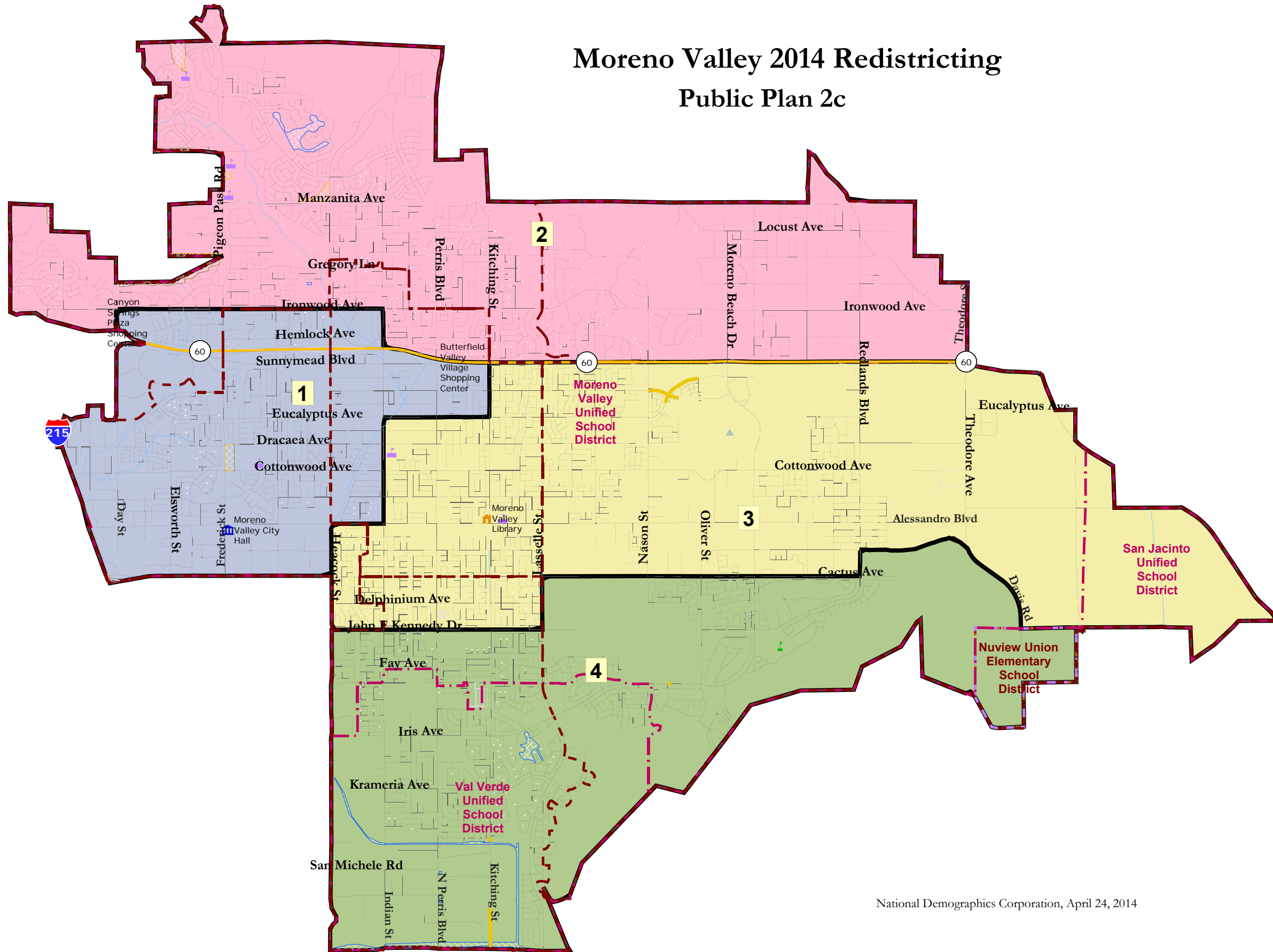
District		1	2	3	4	Total
	Total Pop	47,257	48,252	48,028	49,828	193,365
	Deviation from ideal	-1,084	-89	-313	1,487	2,571
	% Deviation	-2.24%	-0.18%	-0.65%	3.08%	5.32%
Total Pop	% Hisp	62%	46%	58%	52%	54%
	% NH White	13%	30%	17%	16%	19%
	% NH Black	18%	16%	16%	22%	18%
	% Asian-American	5%	6%	7%	8%	7%
Voting Age Pop	% Hisp	57%	41%	53%	48%	50%
	% NH White	16%	35%	20%	19%	23%
	% NH Black	18%	15%	17%	22%	18%
	% Asian-American	6%	7%	8%	9%	7%
Citizen Voting Age Pop	% Hisp	45%	39%	43%	37%	41%
	% NH White	21%	39%	27%	25%	29%
	% NH Black	26%	14%	20%	26%	21%
	% Asian-American	4%	5%	8%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	41%	29%	40%	36%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	40%	26%	37%	32%	33%
	% Asian-Surnamed	1%	1%	0%	1%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	42%	34%	40%	41%	36%
	age20-60	59%	59%	58%	58%	54%
	age60plus	9%	14%	10%	11%	10%
Immigration	immigrants	31%	22%	29%	25%	25%
Housing Stats	vacant	8%	7%	8%	10%	8%
	occupied	92%	93%	92%	90%	92%
	rented	57%	21%	30%	29%	37%
	owned	35%	72%	62%	61%	63%
	singlefamily	62%	96%	88%	91%	84%
	multifamily	38%	4%	12%	9%	16%
Language spoken at home	english	45%	60%	45%	56%	52%
	spanish	50%	36%	47%	37%	42%
	asian-lang	3%	3%	5%	6%	4%
Children at Home	child-under18	49%	41%	49%	45%	46%
Work (percent of pop age 16+)	employed	50%	57%	54%	55%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	32%	12%	19%	16%	20%
	hhincome25-50k	28%	22%	27%	24%	25%
	hhincome50-75k	19%	19%	23%	22%	21%
	hhincome75-200k	21%	45%	31%	37%	33%
	hhincome200k-plus	0%	4%	1%	1%	2%
Education (among those age 25+)	hs-grad	56%	65%	60%	61%	24%
	bachelor	8%	13%	10%	13%	61%
	graduatedegree	3%	7%	3%	5%	11%

Total and Voting Age population data from the 2010 Decennial Census.

Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.

Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.

Moreno Valley 2014 Redistricting Public Plan 2c



- Map layers**
- Public 2c
 - Incorporated Cities
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - ElemSchool
 - SecSchool
 - Unif School
 - 2011 Plan

National Demographics Corporation, April 24, 2014

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Item No. E.1

Moreno Valley 2014 Proposed Plan 2c

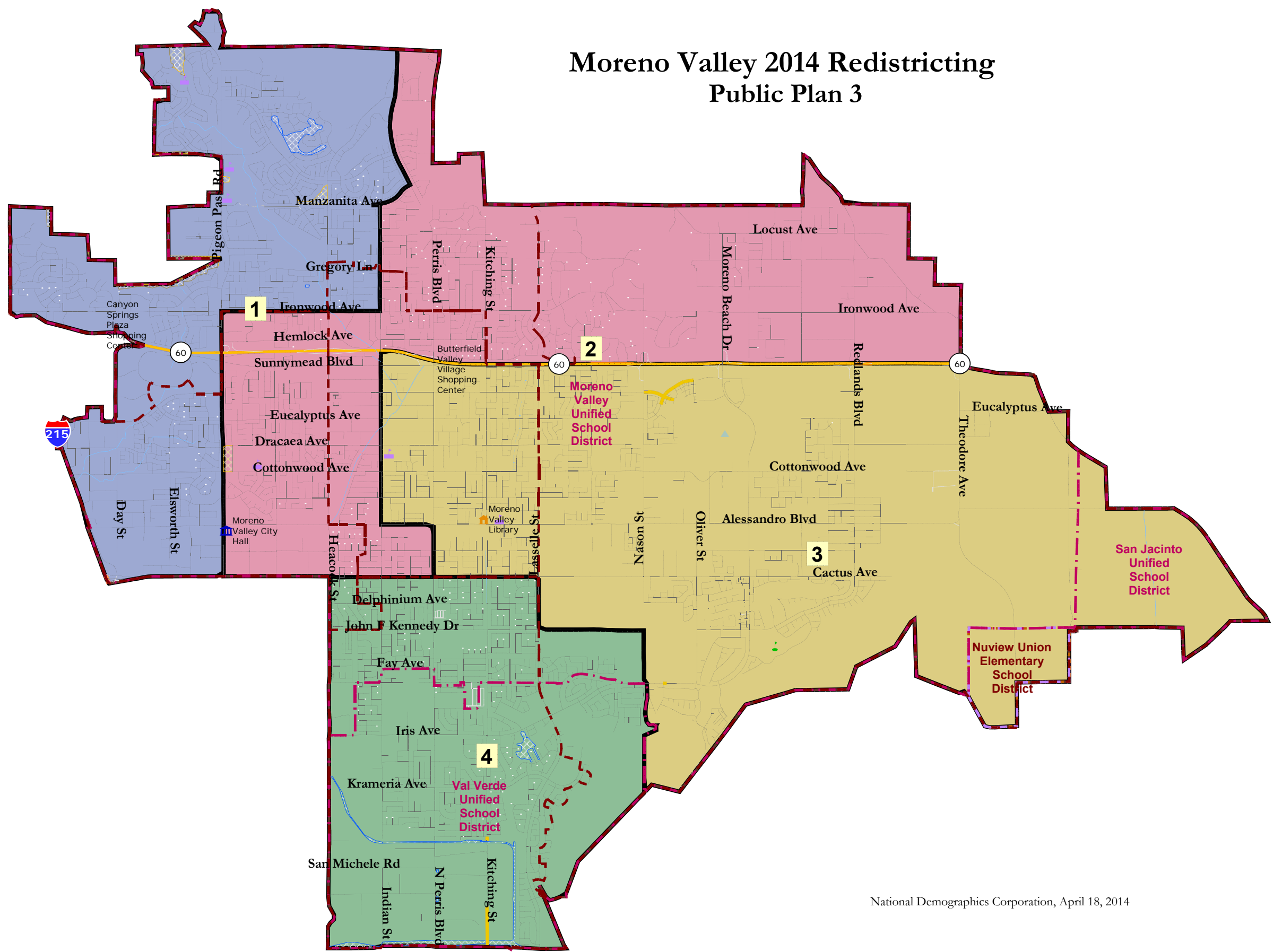
District		1	2	3	4	Total
	Total Pop	48,496	47,761	47,280	49,828	193,365
	Deviation from ideal	155	-580	-1,061	1,487	2,548
	% Deviation	0.32%	-1.20%	-2.19%	3.08%	5.27%
Total Pop	% Hisp	62%	45%	58%	52%	54%
	% NH White	13%	30%	17%	16%	19%
	% NH Black	18%	16%	16%	22%	18%
	% Asian-American	5%	6%	7%	8%	7%
Voting Age Pop	% Hisp	57%	41%	54%	48%	50%
	% NH White	17%	34%	20%	19%	23%
	% NH Black	18%	16%	16%	22%	18%
	% Asian-American	6%	7%	8%	9%	7%
Citizen Voting Age Pop	% Hisp	44%	39%	44%	37%	41%
	% NH White	22%	39%	27%	25%	29%
	% NH Black	26%	14%	19%	26%	21%
	% Asian-American	5%	4%	8%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	41%	29%	40%	36%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	39%	26%	37%	32%	33%
	% Asian-Surnamed	1%	1%	0%	1%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	42%	34%	40%	41%	36%
	age20-60	58%	59%	58%	58%	54%
	age60plus	10%	14%	10%	11%	10%
Immigration	immigrants	30%	23%	29%	25%	25%
Housing Stats	vacant	8%	7%	8%	10%	8%
	occupied	92%	93%	92%	90%	92%
	rented	57%	20%	28%	29%	37%
	owned	34%	73%	64%	61%	63%
	singlefamily	62%	96%	89%	91%	84%
	multifamily	38%	4%	11%	9%	16%
Language spoken at home	english	46%	59%	45%	56%	52%
	spanish	49%	36%	47%	37%	42%
	asian-lang	3%	2%	5%	6%	4%
Children at Home	child-under18	48%	41%	50%	45%	46%
Work (percent of pop age 16+)	employed	50%	56%	55%	55%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	32%	13%	18%	16%	20%
	hhincome25-50k	29%	22%	27%	24%	25%
	hhincome50-75k	18%	19%	23%	22%	21%
	hhincome75-200k	22%	44%	31%	37%	33%
	hhincome200k-plus	0%	4%	1%	1%	2%
Education (among those age 25+)	hs-grad	56%	65%	60%	61%	24%
	bachelor	8%	12%	10%	13%	61%
	graduatedegree	3%	7%	3%	5%	11%

Total and Voting Age population data from the 2010 Decennial Census.

Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.

Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.

Moreno Valley 2014 Redistricting Public Plan 3



Map layers

- Public 3
- Incorporated Cities
- Water Area
- Streets
- Census Place
- Landmark Point
- Landmark Area
- Pipeline/Power Line
- Railroad
- River
- ElemSchool
- SecSchool
- Unif School
- 2011 Plan

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Moreno Valley 2014 Public Plan 3a						
District		1	2	3	4	Total
	Total Pop	48,338	48,347	48,713	47,967	193,365
	Deviation from ideal	-3	6	372	-374	746
	% Deviation	-0.01%	0.01%	0.77%	-0.77%	1.54%
Total Pop	% Hisp	50%	57%	52%	58%	54%
	% NH White	23%	20%	18%	14%	19%
	% NH Black	17%	16%	19%	20%	18%
	% Asian-American	7%	4%	8%	6%	7%
Voting Age Pop	% Hisp	45%	52%	48%	54%	50%
	% NH White	28%	24%	22%	18%	23%
	% NH Black	17%	16%	19%	19%	18%
	% Asian-American	8%	5%	9%	7%	7%
Citizen Voting Age Pop	% Hisp	40%	44%	40%	41%	41%
	% NH White	33%	29%	30%	23%	29%
	% NH Black	19%	20%	20%	26%	21%
	% Asian-American	6%	3%	8%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	32%	37%	37%	39%	36%
	% Asian-Surnamed	2%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	29%	33%	33%	36%	33%
	% Asian-Surnamed	1%	1%	1%	0%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	34%	36%	37%	38%	36%
	age20-60	55%	54%	54%	53%	54%
	age60plus	12%	10%	10%	9%	10%
Immigration	immigrants	23%	27%	24%	25%	25%
Housing Stats	vacant	9%	7%	7%	10%	8%
	occupied	91%	93%	93%	90%	92%
	rented	34%	41%	31%	30%	37%
	owned	57%	52%	62%	60%	63%
	singlefamily	83%	78%	85%	92%	84%
	multifamily	17%	22%	15%	8%	16%
Language spoken at home	english	57%	48%	50%	52%	52%
	spanish	37%	48%	42%	42%	42%
	asian-lang	4%	2%	5%	5%	4%
Children at Home	child-under18	52%	58%	57%	53%	46%
Work (percent of pop age 16+)	employed	55%	52%	57%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	18%	26%	17%	18%	20%
	hhincome25-50k	25%	26%	23%	27%	25%
	hhincome50-75k	19%	19%	21%	23%	21%
	hhincome75-200k	38%	29%	38%	30%	33%
	hhincome200k-plus	3%	1%	1%	1%	2%
Education (among those age 25+)	hs-grad	61%	60%	61%	59%	24%
	bachelor	13%	8%	11%	11%	61%
	graduatedegree	7%	4%	5%	3%	11%
Total and Voting Age population data from the 2010 Decennial Census.						
Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.						
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.						

Suggestion of MV Districts - hww

Districts Based on Charter Communities
Of Moreno Valley

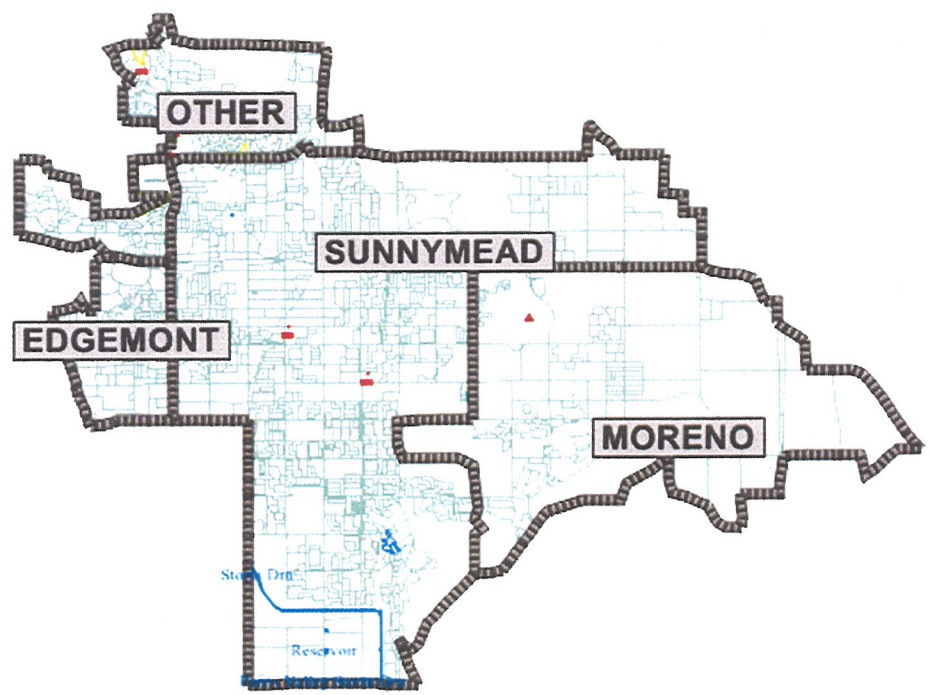
April 16,2014

Charter Communities of Moreno Valley (text)

- Redistricting did not effect school district communities,
- Based on original three communities of Sunnymead, Moreno and Edgemont (see map),
- Based on conversations with a rep from MV Historical Society:
 - Edgemont: W - old 215, N - 60, E - Frederick, S – Cactus;
 - Sunnymead: W - Frederick, N- Manzanita, E - Perris, N – Mountains north of Ironwood, E – Mountains north east of 60, E - Nason South of 60; S – Perris area;
 - Moreno: W- Nason, N – 60, E – Gilmore, S – Mountains;

Charter Communities of Moreno Valley (map)

www.caliper.com Wed Apr 16 15:30:55 2014

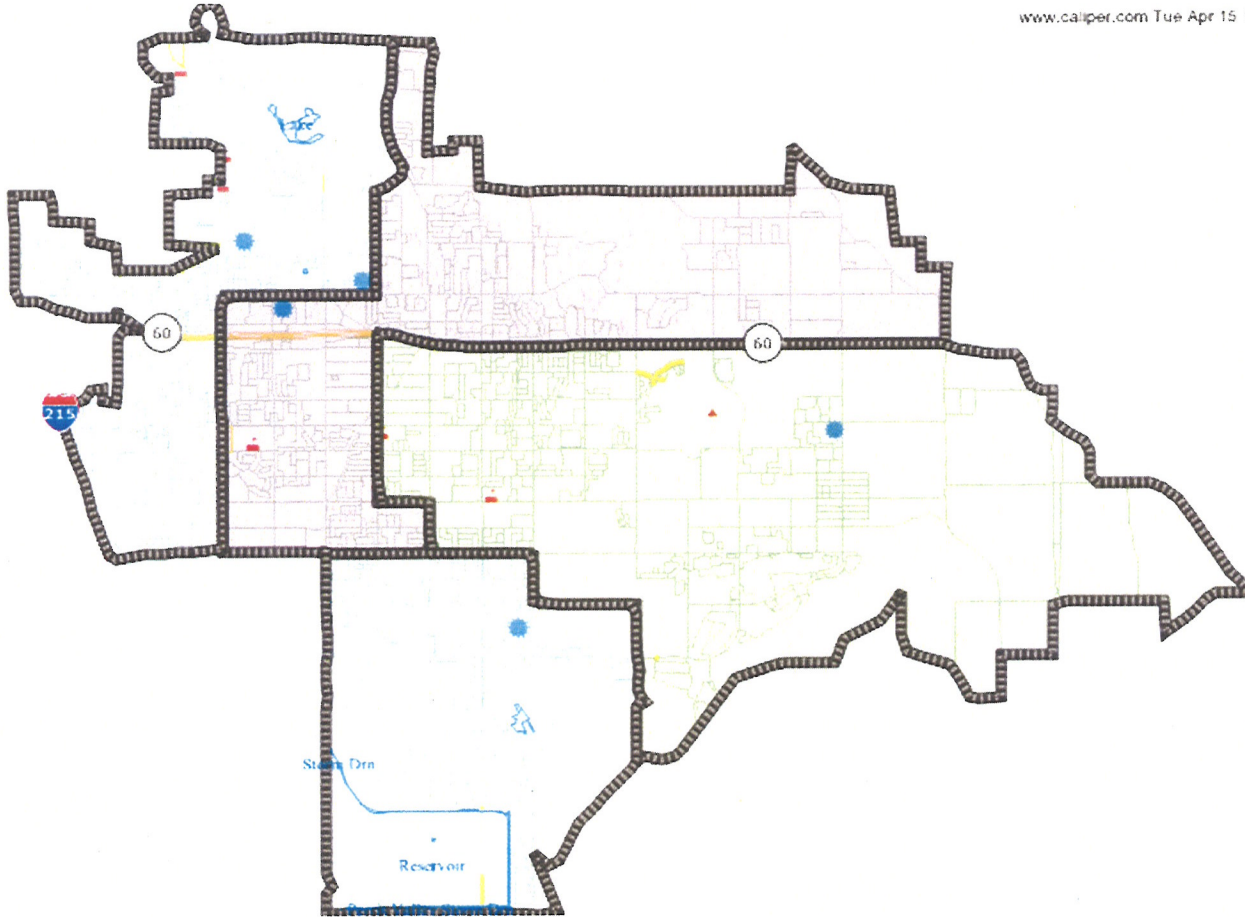


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Suggested Districts Based On MV Charter Communities

www.caliper.com Tue Apr 15 17:35:16 2014



District Descriptions (one and two)

- **District 1**

- Kept old Edgemont area together and enlarged it to North of the city,
- Edgemont is too small for its own district, so combined it with newer, less populated communities north of 60 – Edgemont needs people for mall, newer communities need commercial shopping area for its people,
- Took out the weird dog leg north of 60 and included area in District 1,
- District 1 has the mall,
- Has city hall and business area along Alessandro, west of Frederick

- **District 2**

- Kept a much of Sunnymead area together as possible for population constrains,
- Kept Sunnymead business (Sunnymead Blvd from Frederick to Indian together in District 2,
- Kept business area east of Indian along Alessandro
- Has Sunnymead businesses and hotels west of Indian; includes the IHOP shopping area; business side of Alessandro,

New apartments and business expected north of 60,

District Descriptions (3 and 4)

- **District 3**

- Includes Stone Ridge mall, Sunnymead business area east of Indian,
- Includes both hospitals, RCC college, includes all of Perris Union High School District area and San Jacinto Unified High School District that are in Moreno Valley,
- New businesses expected along Eucalyptus,

- **District 4**

- has US Health Work medical group, has Home Depot business area,
- Warehouse development,

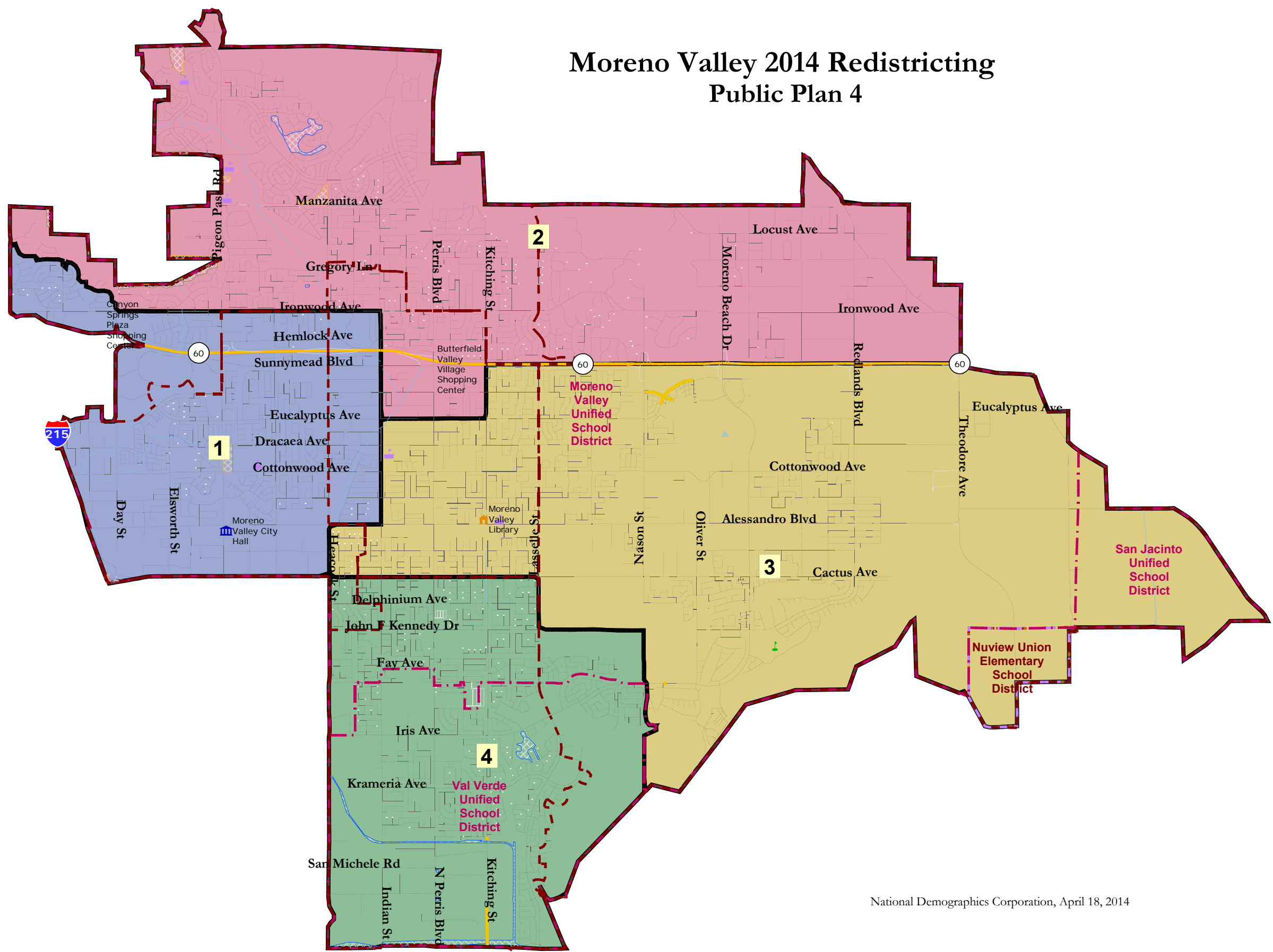
Demographics of Suggested Districts

	Pop.	Dev.	% Dev.	Hisp. Origin	% Hisp. Orig.	NH Wht	%NH_Wht	NH_DOJ_Blk	%NH_DOJ_Blk
	48,338	-3	0	24,331	50.30	11,280	23.30	8,265	17.10
	48,347	6	0	27,704	57.30	9,611	19.90	7,867	16.30
-795-	48,713	372	0.8	25,456	52.30	8,754	18.00	9,218	18.90
	47,967	-374	-0.8	27,678	57.30	6,928	14.40	9,378	19.60
	193,365	0	0	105,169	54.39	36,573	18.91	34,728	17.96
	18+_Pop	H18+_Pop	% H18+	NH18+_Wht	% NH18+_Wht	NH18+_Blk	% NH18+_Blk		
	33,438	15,176	45.39	9,200	27.51	5,633	16.85		
	32,585	16,970	52.08	7,933	24.35	5,347	16.41		
	33,187	14,833	44.70	7,155	21.56	6,309	19.01		
	31,659	17,030	53.79	5,575	17.61	6,142	19.40		
	130,869	64,009	48.91	29,863	22.82	23,431	17.90		

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Moreno Valley 2014 Redistricting Public Plan 4



Map layers

- Public 4
- Incorporated Cities
- Water Area
- Streets
- Census Place
- Landmark Point
- Landmark Area
- Pipeline/Power Line
- Railroad
- River
- ElemSchool
- SecSchool
- Unif School
- 2011 Plan

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Moreno Valley 2014 Public Plan 4

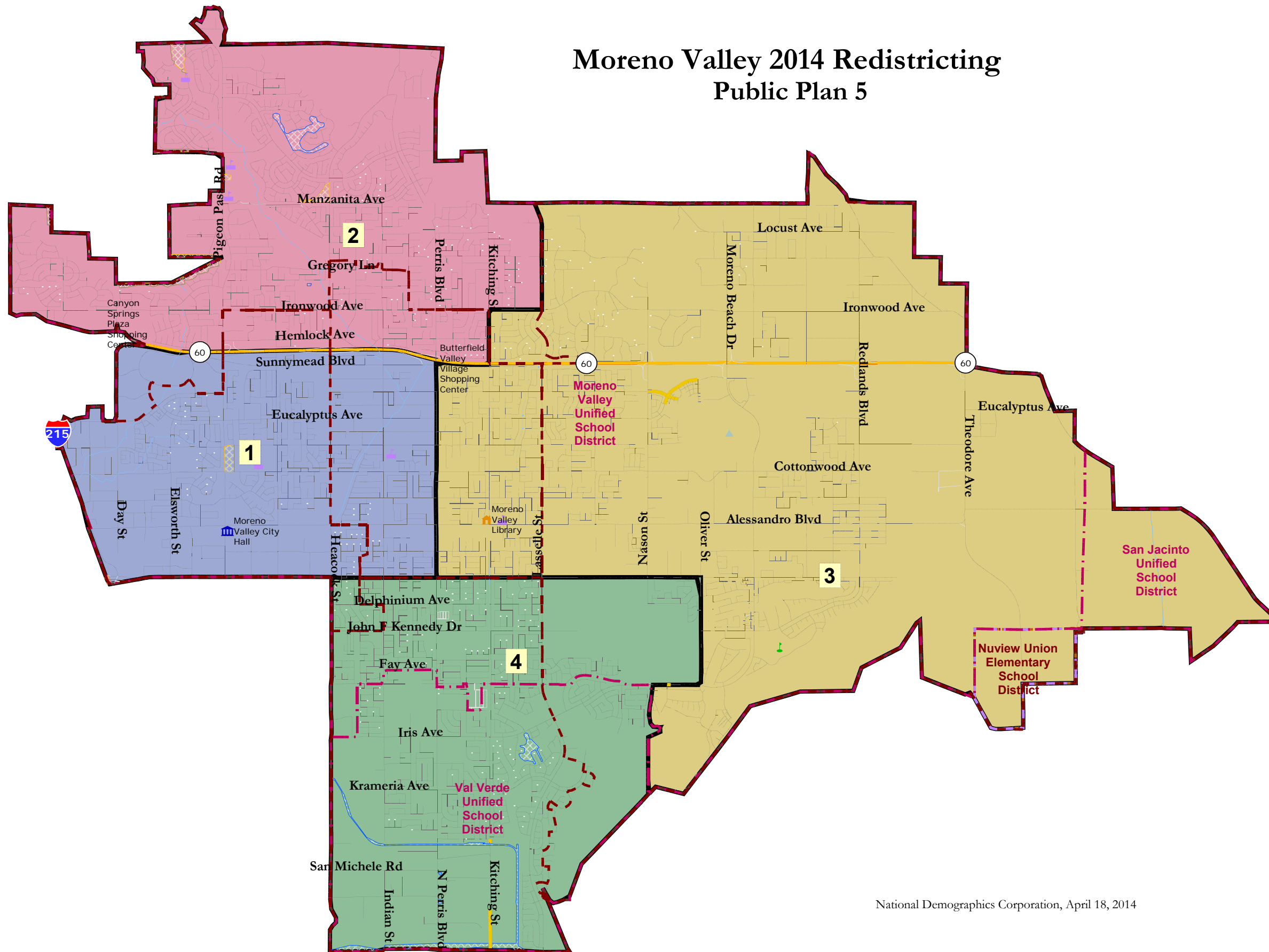
District		1	2	3	4	Total
	Total Pop	48,349	47,908	49,141	47,967	193,365
	Deviation from ideal	8	-433	800	-374	1,233
	% Deviation	0.02%	-0.90%	1.65%	-0.77%	2.55%
Total Pop	% Hisp	60%	47%	52%	58%	54%
	% NH White	14%	29%	18%	14%	19%
	% NH Black	18%	16%	19%	20%	18%
	% Asian-American	5%	6%	9%	6%	7%
Voting Age Pop	% Hisp	55%	42%	48%	54%	50%
	% NH White	18%	33%	22%	18%	23%
	% NH Black	18%	16%	19%	19%	18%
	% Asian-American	7%	6%	9%	7%	7%
Citizen Voting Age Pop	% Hisp	43%	40%	40%	41%	41%
	% NH White	23%	38%	29%	23%	29%
	% NH Black	24%	16%	20%	26%	21%
	% Asian-American	6%	3%	9%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	40%	30%	37%	39%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	38%	26%	33%	36%	33%
	% Asian-Surnamed	1%	1%	1%	0%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	38%	32%	37%	38%	36%
	age20-60	53%	55%	54%	53%	54%
	age60plus	9%	14%	9%	9%	10%
Immigration	immigrants	27%	21%	25%	25%	25%
Housing Stats	vacant	9%	6%	8%	10%	8%
	occupied	91%	94%	92%	90%	92%
	rented	55%	23%	28%	30%	37%
	owned	36%	71%	64%	60%	63%
	singlefamily	63%	95%	88%	92%	84%
	multifamily	37%	5%	12%	8%	16%
Language spoken at home	english	47%	58%	50%	52%	52%
	spanish	47%	38%	42%	42%	42%
	asian-lang	3%	2%	6%	5%	4%
Children at Home	child-under18	61%	49%	57%	53%	46%
Work (percent of pop age 16+)	employed	51%	55%	57%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	30%	15%	15%	18%	20%
	hhincome25-50k	28%	22%	23%	27%	25%
	hhincome50-75k	19%	19%	22%	23%	21%
	hhincome75-200k	23%	42%	38%	30%	33%
	hhincome200k-plus	1%	3%	2%	1%	2%
Education (among those age 25+)	hs-grad	57%	64%	61%	59%	24%
	bachelor	9%	11%	12%	11%	61%
	graduatedegree	3%	7%	5%	3%	11%

Total and Voting Age population data from the 2010 Decennial Census.

Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.

Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.

Moreno Valley 2014 Redistricting Public Plan 5



National Demographics Corporation, April 18, 2014

- Map layers**
- Public 5
 - Incorporated Cities
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - ElemSchool
 - SecSchool
 - Unif School
 - 2011 Plan

Moreno Valley 2014 Public Plan 5

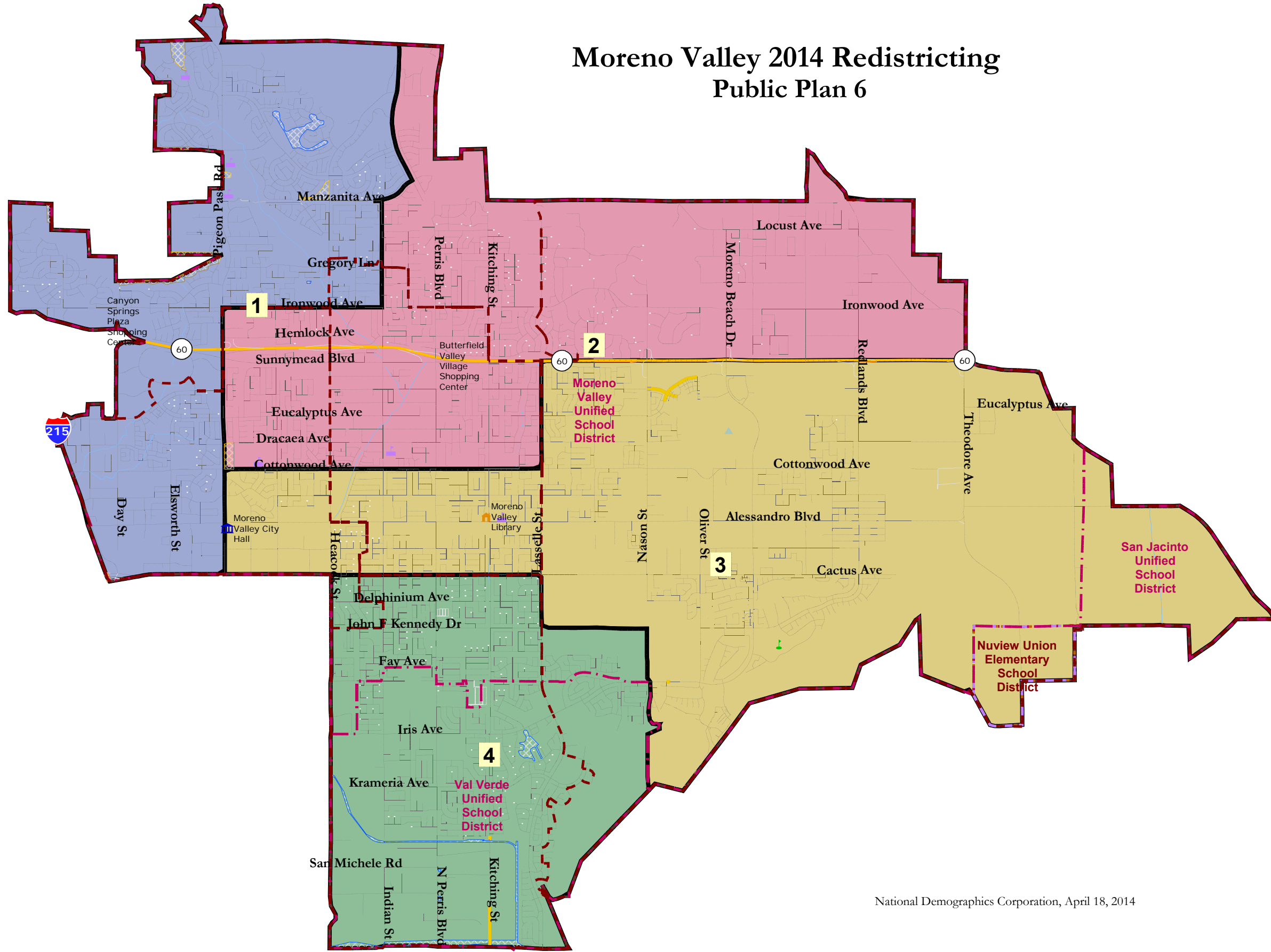
District		1	2	3	4	Total
	Total Pop	46,450	47,709	49,700	49,506	193,365
	Deviation from ideal	-1,891	-632	1,359	1,165	3,250
	% Deviation	-3.91%	-1.31%	2.81%	2.41%	6.72%
Total Pop	% Hisp	64%	46%	50%	57%	54%
	% NH White	12%	27%	21%	14%	19%
	% NH Black	16%	18%	18%	20%	18%
	% Asian-American	5%	6%	8%	7%	7%
Voting Age Pop	% Hisp	59%	42%	45%	53%	50%
	% NH White	16%	32%	25%	18%	23%
	% NH Black	16%	18%	18%	20%	18%
	% Asian-American	6%	7%	9%	8%	7%
Citizen Voting Age Pop	% Hisp	48%	40%	38%	41%	41%
	% NH White	21%	35%	33%	23%	29%
	% NH Black	24%	18%	18%	25%	21%
	% Asian-American	5%	4%	7%	9%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	43%	30%	34%	39%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	42%	26%	31%	36%	33%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	39%	32%	36%	38%	36%
	age20-60	53%	55%	54%	53%	54%
	age60plus	9%	13%	10%	10%	10%
Immigration	immigrants	30%	21%	24%	25%	25%
Housing Stats	vacant	8%	8%	7%	10%	8%
	occupied	92%	92%	93%	90%	92%
	rented	51%	29%	28%	29%	37%
	owned	41%	63%	65%	60%	63%
	singlefamily	72%	85%	87%	92%	84%
	multifamily	28%	15%	13%	8%	16%
Language spoken at home	english	43%	60%	51%	52%	52%
	spanish	51%	36%	41%	42%	42%
	asian-lang	4%	2%	5%	5%	4%
Children at Home	child-under18	61%	52%	55%	53%	46%
Work (percent of pop age 16+)	employed	50%	55%	58%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	29%	19%	15%	18%	20%
	hhincome25-50k	29%	23%	22%	27%	25%
	hhincome50-75k	20%	19%	21%	23%	21%
	hhincome75-200k	23%	39%	41%	31%	33%
	hhincome200k-plus	0%	3%	2%	1%	2%
Education (among those age 25+)	hs-grad	54%	64%	63%	60%	24%
	bachelor	8%	12%	12%	11%	61%
	graduatedegree	3%	6%	5%	3%	11%

Total and Voting Age population data from the 2010 Decennial Census.

Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.

Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.

Moreno Valley 2014 Redistricting Public Plan 6



- Map layers**
- Public 6
 - Incorporated Cities
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - ElemSchool
 - SecSchool
 - Unif School
 - 2011 Plan

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Moreno Valley 2014 Public Plan 6

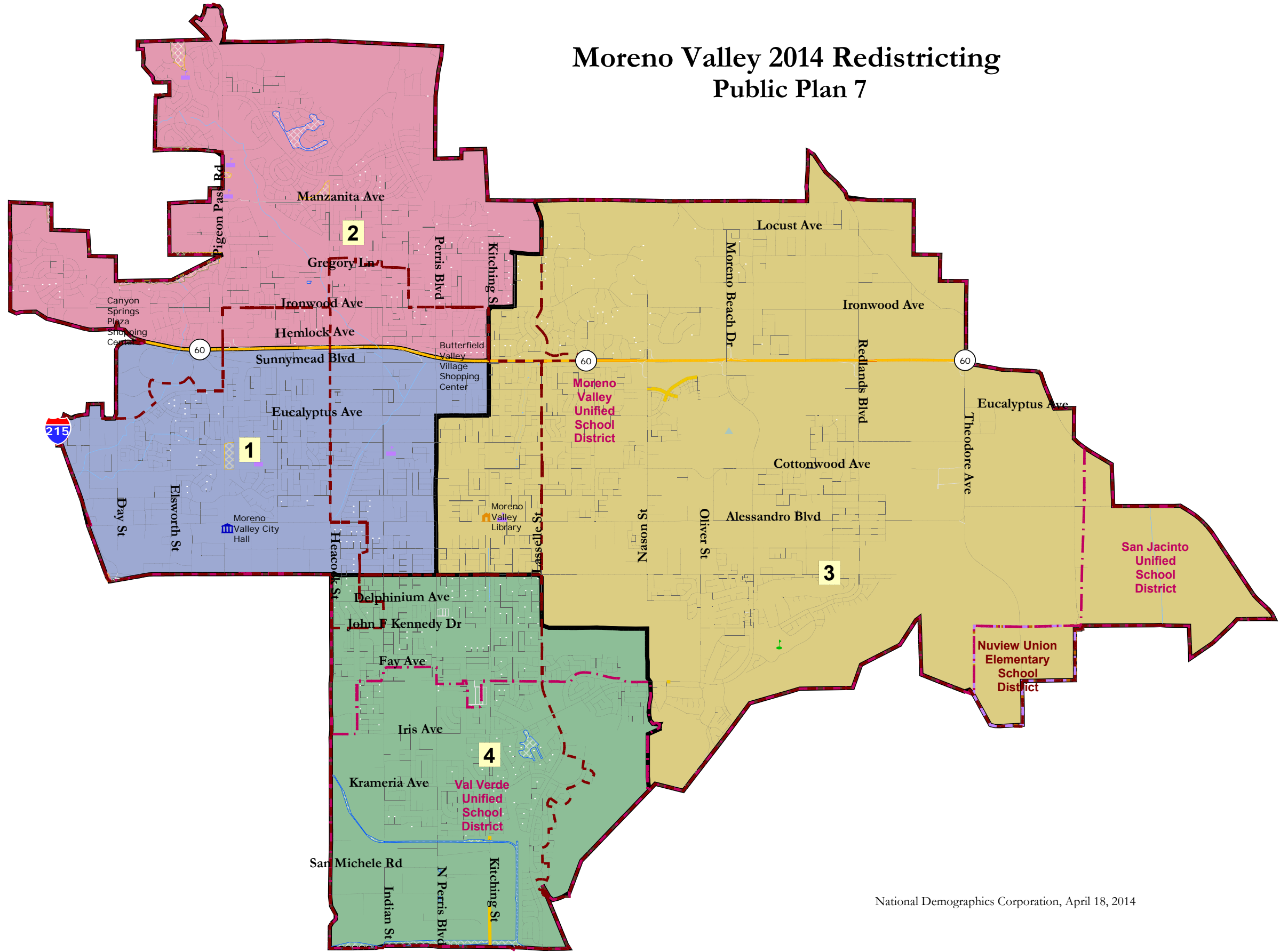
District		1	2	3	4	Total
	Total Pop	48,338	48,144	48,916	47,967	193,365
	Deviation from ideal	-3	-197	575	-374	949
	% Deviation	-0.01%	-0.41%	1.19%	-0.77%	1.96%
Total Pop	% Hisp	50%	57%	53%	58%	54%
	% NH White	23%	20%	18%	14%	19%
	% NH Black	17%	16%	19%	20%	18%
	% Asian-American	7%	4%	8%	6%	7%
Voting Age Pop	% Hisp	45%	52%	48%	54%	50%
	% NH White	28%	25%	21%	18%	23%
	% NH Black	17%	16%	19%	19%	18%
	% Asian-American	8%	5%	9%	7%	7%
Citizen Voting Age Pop	% Hisp	40%	43%	40%	41%	41%
	% NH White	33%	31%	28%	23%	29%
	% NH Black	19%	19%	21%	26%	21%
	% Asian-American	6%	3%	8%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	32%	37%	37%	39%	36%
	% Asian-Surnamed	2%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	29%	33%	33%	36%	33%
	% Asian-Surnamed	1%	1%	1%	0%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	34%	36%	37%	38%	36%
	age20-60	55%	53%	54%	53%	54%
	age60plus	12%	11%	9%	9%	10%
Immigration	immigrants	23%	25%	26%	25%	25%
Housing Stats	vacant	9%	6%	8%	10%	8%
	occupied	91%	94%	92%	90%	92%
	rented	34%	41%	31%	30%	37%
	owned	57%	53%	61%	60%	63%
	singlefamily	83%	77%	85%	92%	84%
	multifamily	17%	23%	15%	8%	16%
Language spoken at home	english	57%	49%	49%	52%	52%
	spanish	37%	48%	42%	42%	42%
	asian-lang	4%	2%	6%	5%	4%
Children at Home	child-under18	52%	56%	59%	53%	46%
Work (percent of pop age 16+)	employed	55%	52%	57%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	18%	26%	17%	18%	20%
	hhincome25-50k	25%	24%	25%	27%	25%
	hhincome50-75k	19%	19%	21%	23%	21%
	hhincome75-200k	38%	30%	37%	30%	33%
	hhincome200k-plus	3%	1%	2%	1%	2%
Education (among those age 25+)	hs-grad	61%	60%	61%	59%	24%
	bachelor	13%	8%	11%	11%	61%
	graduatedegree	7%	4%	5%	3%	11%

Total and Voting Age population data from the 2010 Decennial Census.

Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.

Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.

Moreno Valley 2014 Redistricting Public Plan 7



- Map layers**
- Public 7
 - Incorporated Cities
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
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 - River
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National Demographics Corporation, April 18, 2014

Moreno Valley 2014 Public Plan 7

District		1	2	3	4	Total
	Total Pop	48,751	47,593	49,054	47,967	193,365
	Deviation from ideal	410	-748	713	-374	1,461
	% Deviation	0.85%	-1.55%	1.47%	-0.77%	3.02%
Total Pop	% Hisp	64%	46%	49%	58%	54%
	% NH White	13%	27%	22%	14%	19%
	% NH Black	16%	18%	18%	20%	18%
	% Asian-American	5%	6%	9%	6%	7%
Voting Age Pop	% Hisp	59%	42%	45%	54%	50%
	% NH White	16%	32%	25%	18%	23%
	% NH Black	16%	18%	18%	19%	18%
	% Asian-American	6%	7%	9%	7%	7%
Citizen Voting Age Pop	% Hisp	47%	40%	37%	41%	41%
	% NH White	21%	36%	34%	23%	29%
	% NH Black	24%	18%	18%	26%	21%
	% Asian-American	5%	4%	8%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	44%	30%	34%	39%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	42%	26%	30%	36%	33%
	% Asian-Surnamed	1%	1%	1%	0%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	39%	32%	36%	38%	36%
	age20-60	53%	55%	54%	53%	54%
	age60plus	9%	13%	10%	9%	10%
Immigration	immigrants	29%	21%	24%	25%	25%
Housing Stats	vacant	8%	8%	7%	10%	8%
	occupied	92%	92%	93%	90%	92%
	rented	52%	29%	26%	30%	37%
	owned	40%	63%	67%	60%	63%
	singlefamily	71%	85%	89%	92%	84%
	multifamily	29%	15%	11%	8%	16%
Language spoken at home	english	43%	60%	52%	52%	52%
	spanish	52%	36%	40%	42%	42%
	asian-lang	3%	2%	5%	5%	4%
Children at Home	child-under18	61%	52%	55%	53%	46%
Work (percent of pop age 16+)	employed	50%	55%	59%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	30%	19%	13%	18%	20%
	hhincome25-50k	29%	23%	22%	27%	25%
	hhincome50-75k	19%	19%	21%	23%	21%
	hhincome75-200k	23%	39%	42%	30%	33%
	hhincome200k-plus	0%	3%	2%	1%	2%
Education (among those age 25+)	hs-grad	54%	64%	63%	59%	24%
	bachelor	8%	12%	12%	11%	61%
	graduatedegree	3%	6%	6%	3%	11%

Total and Voting Age population data from the 2010 Decennial Census.

Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.

Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.

April 19, 2014

Plans submitted by citizens of Moreno Valley

For each plan, we include the name of the individual who submitted the plan as well as any comments they submitted alongside the plan using the online system.

➤ **Plan 1a**

Submitted by Roy Bleckert

Notes: Mr. Bleckert submitted “Plan 1 as drawn” and worked with National Demographics to balance population to produce Plan 1a.

➤ **Plan 2a**

Submitted by Roy Bleckert

Notes: Mr. Bleckert submitted “Plan 2 as drawn” and worked with National Demographics to balance population to produce Plan 2a.

➤ **Plan 3a: “The Charter Plan”**

Submitted by Hans Wolterbeek

Comments:

“This plan is based on the historic communities that made up Moreno Valley - Edgemont to the West, Sunnymead in the middle and Moreno in the East.

The rationale here was to preserve the integrity of the original Edgemont area. While this is a very densely populated area the total population in this area is insufficient for a separate district. Since this area has a shopping mall while the area north of the 60 lacks a business area the Edgemont area was combined into one district together with the bedroom community to the North West of the city north of the 60.

Another district is based on the original Moreno community east of Perris Blvd to preserve the build out general plan for the rural east end of Moreno Valley Rancho Belago with large lots for animals. This is a large district because the area was zoned for large lots.

A separate district was made of the original Sunnymead community. The district to the south east of the Air Force Base is a heavily populated community of interest with many warehouses.”

➤ **Plan 4**

Submitted anonymously (name withheld by request)

➤ **Plan 5**

Submitted by Deanna Reader

➤ **Plan 6: “Adoption Plan”**

Submitted by Thomas R. Jerele Sr.

Comments:

“This plan combines population areas with local business areas. The Edgemont area has the city mall as the major business area. This area is very populated but its population is insufficient to be a separate district. One district was formed by combining Edgemont with the population north of the 60. One council member in charge of both areas can get the support of the residents in city North West area to help solve the problems of the Edgemont area. The Edgemont area will become cognizant of the benefits of being associated with the population north of the 60.

The same idea is used to combine the entire problematic area around Sunnymead Boulevard with the population north of the 60. It is in the interest of the residents north of the 60 to help solve the Sunnymead Boulevard problems.

The third district is the area south of the 60 east of the Sunnymead district. This area is based on the original Moreno community to preserve the build out general plan for the rural east end for large lots for animals.

The fourth district to the south is a populated community with many warehouses.”

➤ **Plan 7: “East Side Area Plan”**

Submitted by Lindsay Robinson

Comments:

“The purpose of this plan is to preserve as much of the original areas east of the city as possible. Much of this community is based on the original Moreno community but it also includes the North Eastern part of the old Sunnymead community.

This area had wide open places and was used for farming chicken ranches and horse stables. The build out general plan for the rural east end of Moreno Valley Rancho Belago was to continue with large lots for animals among other designations. By the very nature of the zoning the population is lower than other areas of the city.

A separate district was formed for the Edgemont and Sunnymead boulevard business and bedroom communities since this area has been problematic in the city for the last several decades.

The plan has kept the community of interest that is north of the 60 on the North West side of the city intact and placed this area into one district.

The plan also kept the community of interest east of March Air Force Base and south of the city intact as a separate district.”



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: John C. Terell, Community & Economic Development Director
Rick Teichert, Chief Financial Officer

AGENDA DATE: May 13, 2014

TITLE: PUBLIC HEARING TO ADOPT THE 2014/15 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to allow the public an opportunity to comment on the proposed 2014/15 Annual Action Plan.
2. Approve the Annual Action Plan (2014/15) as an application to the US Department of Housing and Urban Development for funding under the federal CDBG and HOME programs.
3. Approve the revenue and expense budget appropriation for CDBG Entitlement funds in the amount of \$2,654,066 respectively for the 2014/15 CDBG program activities.
4. Approve the revenue and expense budget appropriation for HOME Entitlement funds in the amount of \$987,796 for the 2014/15 HOME program activities respectively.
5. Authorize the City Manager to execute the 2014/15 grant agreements, sub-recipient agreements, and any and all documents necessary to obtain the allocation of the federal entitlement funds.

SUMMARY

Every year HUD requires that grantee 'Entitlement Cities' such as Moreno Valley, prepare a strategic planning document called the Annual Action Plan (Attachment 3) that details the activities and projects the City will undertake using Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) grant funds. The Action Plan serves as the City's official grant application to HUD and must be submitted by May 15, 2014. Attachment 5 is a breakdown of all activities recommended under CDBG and HOME (one page for each program). Staff now recommends that the City Council conduct a public hearing and approve the proposed 2014/15 Annual Action Plan for submittal to HUD.

DISCUSSION

The Annual Action Plan proposed for Council consideration (Attachment 3) specifically identifies how Moreno Valley will allocate both CDBG and HOME funds for the upcoming year. The 2014/15 Action Plan serves as the second annual update to the City's approved five-year Consolidated Plan (2013-2018). Tonight's Public Hearing represents the third and last Public Hearing in a series of meetings conducted under the City's Citizen Participation Plan. The City Council established CDBG funding priorities at the December 11, 2013 meeting. At the March 25, 2014 Public Hearing, Council first reviewed the initial funding recommendations made by staff and the CDBG Technical Review Committee. In conformance with HUD requirements, a draft Annual Action Plan was made available for a 30-day public review from April 4, 2014 through May 5, 2014. As of the date of this report, no public comments have been received.

2014/15 CDBG Recommendations

The goal of the CDBG Program is to respond to the needs of low and moderate income persons and neighborhoods. The CDBG budget being recommended within the 2014/15 Action Plan is detailed in the tables below.

CDBG PROGRAM BUDGET

<i>Funding Category</i>	<i>Funding Allocation</i>
2014/15 CDBG Allocation	\$1,970,284
Past Year Project Savings	\$683,782
TOTAL AVAILABLE CDBG FUNDS	\$2,654,066
Program Administration (<u>20%</u> maximum of annual grant)	\$394,057
Public Social Services (<u>15%</u> maximum of annual grant)	\$287,281
Public Facilities & Improvements	\$1,410,000

Rehabilitation	\$10,000
Code Enforcement	\$382,809
Economic Development	\$50,000
TOTAL PLANNED CDBG BUDGET	\$2,534,146

2014/15 HOME Recommendations

The City anticipates receiving a HOME 2014/15 funding allocation of \$537,796. The HOME monies should generally be applied toward housing projects that benefit the City's low-income residents. The proposed HOME funding allocation and budget are provided below.

HOME PROGRAM BUDGET

<i>Funding Category</i>	<i>Funding Allocation</i>
2014/15 HOME Allocation	\$537,796
Past Year Project Savings	\$450,000
TOTAL AVAILABLE HOME FUNDS	\$987,796
Program Administration (maximum 10% of allocation)	\$53,780
2014/15 Community Housing Development Corporation (CHDO; HUD requires 15% of allocation)	\$80,669
Habitat for Humanity Mobilehome Grant Housing Program	\$78,000
Potential Affordable Housing Development Projects	\$600,000
TOTAL ALLOCATION OF HOME FUNDS	\$812,449

ALTERNATIVES

The Council has the following alternatives:

- Alternative 1. Conduct a public hearing to provide the public with an opportunity to comment on the proposed Annual Action Plan and adopt the 2014/15 Annual Action Plan.
- Alternative 2. Conduct a public hearing providing the public with an opportunity to comment on the proposed Annual Action Plan however, NOT adopt the 2014/15 Annual Action Plan.
- Alternative 3. NOT conduct a public hearing providing the public with an opportunity to comment on the proposed Annual Action Plan and NOT adopt the 2014/15 Annual Action Plan.

Staff recommends Alternative 1. This facilitates the timely adoption of the federally mandated report where the other alternatives would result in a failure to meet the HUD submission deadline.

FISCAL IMPACT

There is no requirement to match funds associated with this grant. All expenses are reimbursed by the grant. Therefore, this is cost neutral to the City and there is no impact to the General Fund. Budget appropriations are as follows upon approval of the recommended actions. These amounts do not include the carry forward of unexpended project funding from prior years for in progress capital projects.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 14/15 Budget	Proposed Adjustments	FY 14/15 Amended Budget
Receipt of Grant	CDBG	2512-20-32-72611-485000	Rev	\$1,843,109	\$810,957	\$2,654,066
Administration	CDBG	2512-20-32-72611-various	Exp	316,735	77,322	394,057
Administration	CDBG	2512-20-32-72611-730101	Exp	20,000	(20,000)	0
Public Services	CDBG	2512-20-32-72611-730102	Exp	278,770	8,511	287,281
Code Compliance	CDBG	2512-20-32-72611-730103	Exp	382,810	(1)	382,809
Rehabilitation	CDBG	2512-20-32-72611-730104	Exp	10,000	0	10,000
Econ. Development	CDBG	2512-20-32-72611-730105	Exp	500,000	(450,000)	50,000
Edgemont Project	CDBG	2512-20-32-72611-730106	Exp	300,727	(300,727)	0
Public Facilities	CDBG	2512 various projects	Exp	0	1,410,000	1,410,000
Receipt of Grant	Home	2506-99-99-92506-485000	Rev	567,346	420,450	987,796
Administration	Home	2506-20-32-72657-various	Exp	46,834	6,946	53,780
CHDO	Home	2506-20-32-72657-733101	Exp	70,346	10,323	80,669
Programs	Home	2506-20-32-72657-733102	Exp	450,000	228,000	678,000

CITY COUNCIL GOALS

Approval of this proposed action would support the following Council goals:

Revenue Diversification & Preservation

By utilizing CDBG and HOME funds the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City improvement services.

Public Safety

Many of the proposed CDBG and HOME programs will directly or indirectly help to provide a secure environment for people and property in the community.

Positive Environment

The variety of community-based CDBG and HOME programs help develop a positive environment in the community.

Community Image, Neighborhood Pride & Cleanliness

CDBG and HOME programs such as: Code Enforcement, the Street Improvement Projects, and Housing Rehabilitation will help to preserve, rehabilitate, and improve Moreno Valley's neighborhoods.

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on April 28, 2014. It was also posted to the city website, announced on the city's public cable channel, and directly mailed (and/or e-mailed) to those who applied for funding and are on our interest list.

ATTACHMENTS

- | | |
|--------------|---|
| ATTACHMENT 1 | 2014 Income Limits |
| ATTACHMENT 2 | CDBG Target Area Map |
| ATTACHMENT 3 | 2014/15 Action Plan |
| ATTACHMENT 4 | Eligible/Ineligible Grant Activities |
| ATTACHMENT 5 | 2014/15 CDBG and HOME Funding Allocations |

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
John C. Terell AICP
Community & Economic Development Director

Concurred By:
Marshall Eyerman
Financial Resources Division Manager

Department Head Approval:
Rick Teichert
Chief Financial Officer

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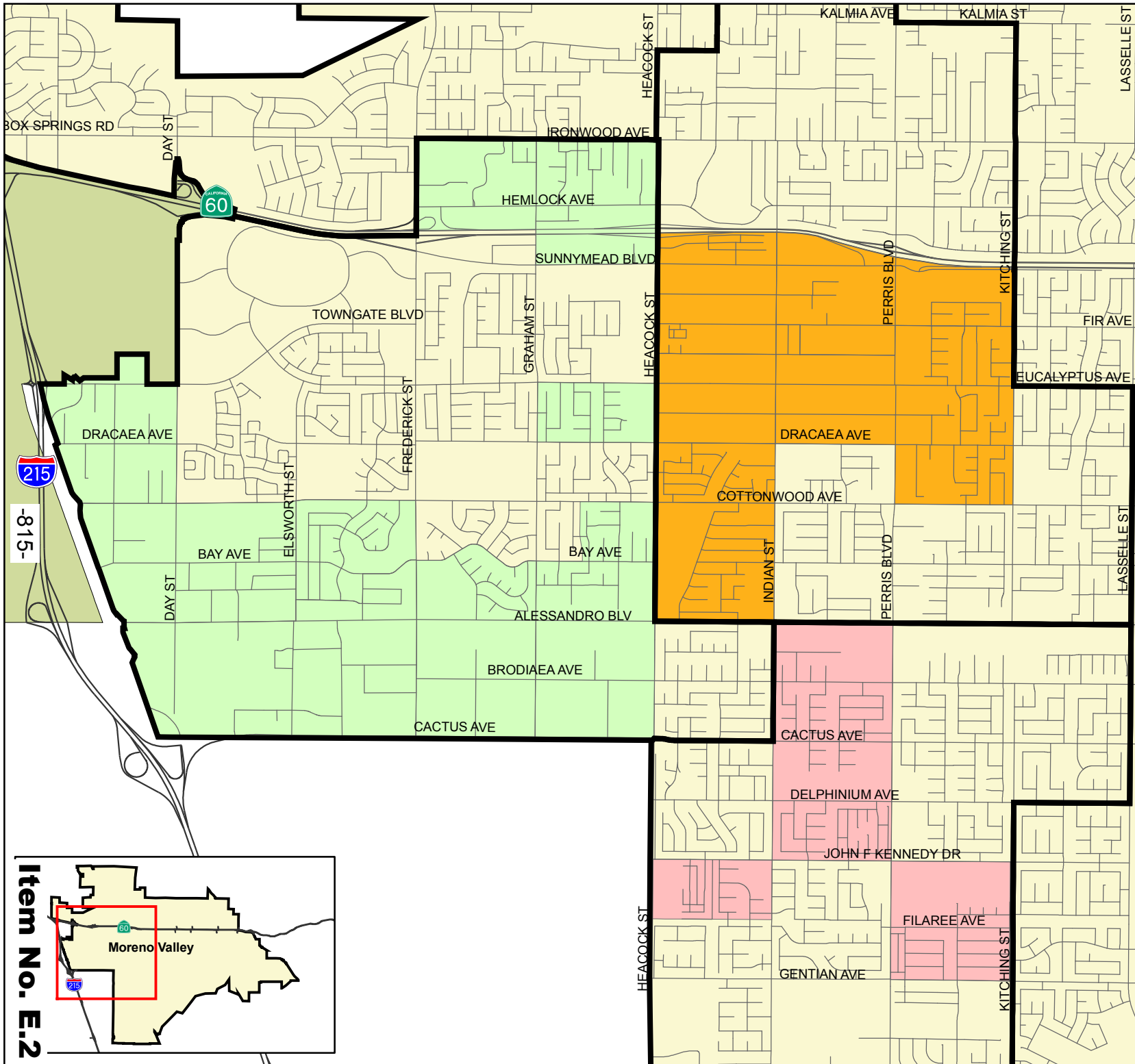
2014 INCOME LIMITS

Revised Annually by the Dept. of Housing & Urban Development (HUD)







Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	\$12,750	\$14,600	\$16,400	\$18,200	\$19,700	\$21,150	\$22,600	\$24,050
Very Low Income	50%	\$21,250	\$24,300	\$27,350	\$30,350	\$32,800	\$35,250	\$37,650	\$40,100
Low Income	80%	\$34,000	\$38,850	\$43,700	\$48,550	\$52,450	\$56,350	\$60,250	\$64,100

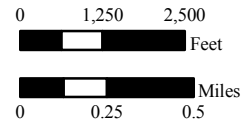
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ATTACHMENT 2 CITY OF MORENO VALLEY CDBG TARGET AREAS



CDBG Districts

-  District 1
-  District 4
-  District 5
-  Council District Boundaries
-  Moreno Valley
-  Riverside



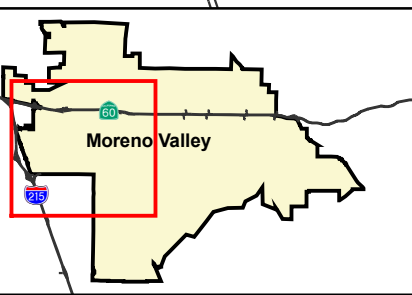
Map Produced by Moreno Valley Geographic Information System
 Geographic Information in:
 State Plane NAD 83 California Zone 6 Feet
 G:\ArcMap\Code\
 CDBG target areas_1007.mxd
 October 30, 2007

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



MORENO VALLEY
 WHERE DREAMS SOAR

Item No. E.2



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City of Moreno Valley



Annual Action Plan Update of the Consolidated Plan

July 1, 2014 through June 30, 2015

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

CONSOLIDATED PLAN

Moreno Valley's Consolidated Plan is a comprehensive five-year planning document that addresses the use of Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Grant funds to meet decent housing, suitable living environment, and expanded economic opportunity goals for low- and moderate-income city residents.

The City of Moreno Valley's Financial & Management Services Department in a coordinated effort with the City's Community & Economic Development Department are acting as lead agencies in developing the Consolidated and Annual Action Plans for the City of Moreno Valley. They are responsible for the allocation of funds for programs carried out under the CDBG, HOME, and other identified programs. Together the Departments are managing the CDBG and HOME funded projects and overseeing and assisting other agencies to provide needed services identified in the Consolidated Plan. Historically, the same group of staff has also been responsible for activities carried out through the City's Redevelopment Agency.

ANNUAL ACTION PLAN

The Annual Action Plan serves as the annual update to the Consolidated Plan. It identifies specific projects, programs, and resources that will be implemented during the program year with CDBG and HOME Grant funds. In fiscal year 2014/15, the City of Moreno Valley will be receiving \$1,970,284 in new CDBG funds, and \$537,796 in HOME funds. These funds will be used to support housing and community development activities.

Activities will need to meet the Consolidated Plan goals and fit into one or more of the following strategies:

- Homeless Strategy
- Special Needs Strategy
- Housing/Fair Housing Strategy
- Community and Economic Development Strategy

The Action Plan also addresses other actions such as the anti-poverty, institutional structure, coordination with other agencies, public housing, a monitoring plan and plans for meeting underserved needs. Additionally, as part of the grant requirements, a form application SF 424 is included as well as a Citizen Participation Plan, public comments received and required certifications by the City.

The Annual Action Plan provides a basis for assessing performance. It outlines programs for the upcoming program year as well as the proposed accomplishments over the five-year period of the Consolidated Plan. At the end of the program year a Consolidated Annual Performance and Evaluation Report (CAPER) provides information on the annual programmatic accomplishments.

FEDERAL GOALS

The overall goals of the CDBG and HOME Programs, as required by the Department of Housing and Urban Development (HUD) are to develop viable urban communities by providing (1) decent housing, (2) a suitable living environment and (3) expanded economic opportunities principally for low and moderate-income persons as follows:

- (1). *Decent housing* includes assisting homeless persons, retention of the affordable housing stock, increasing the availability of permanent housing in standard condition and affordable cost to low-income and moderate-income persons.
- (2). *A suitable living environment* includes improving the safety and livability of neighborhoods, increasing access to quality public and private facilities and services, and the revitalization of deteriorating or deteriorated neighborhoods.
- (3). *Expanded economic opportunities* includes job creation and retention, as well as establishment, stabilization and expansion of small businesses.

2. Summarize the objectives and outcomes identified in the Plan

Goal Descriptions

1	Goal Name	Homeless Strategy
	Goal Description	Funds will be used to provide overnight and transitional (long term) shelter for homeless individuals and families and various shelter locations. Supportive services will also be provided with a long term goal of obtaining self sufficiency and permanent housing. Funds will also be used by emergency service programs to provide rental assistance to those threatened with eviction/loss of housing and to assist with first month's rent to obtain housing.
		The City will assist 2,500 homeless persons and persons threatened with homelessness with access to shelter, affordable housing opportunities and public service activities.
2	Goal Name	Special Needs Strategy
	Goal Description	Funding will provide for needed public services for special needs groups, particularly the adult developmentally disabled and the elderly, aimed at improving quality of life. The goal is to assist 15,000 special needs persons, including the elderly and disabled, with housing and public services.
3	Goal Name	Housing Strategy
	Goal Description	The primary goal of providing decent, affordable housing for persons of low and moderate income will be accomplished through the rehabilitation of existing and/or construction of new multi-family housing, the rehabilitation and preservation of existing single family and mobile homes, the opportunity for home ownership, fair housing discrimination investigation and enforcement, proactive code enforcement and neighborhood clean ups designed to improve the aesthetics and condition of Target neighborhoods. Create and/or maintain decent, affordable housing for low and moderate income persons by rehabilitating or constructing a minimum of 175 housing units; providing home ownership to 5 households; increasing proactive Code Enforcement, Neighborhood Cleanups and public safety activities to assist 5,000 households; and assisting 2,500 households with fair housing services.

4	Goal Name	Community & Economic Development Strategy
	Goal Description	<p>The objectives to be met include the promotion of expanded economic opportunities in order to create or retain low and moderate income jobs, the provision of employment training and job placement programs to serve low and moderate income resident, the provision of infrastructure improvements in the Target Areas to create a suitable living environment by increasing access to quality public facilities, and the support of local public service programs providing basic needs assistance to families and residents in need.</p> <p>Promote expanded economic opportunities in order to create or retain 125 low and moderate income jobs by providing community businesses with counseling services, loan programs, workshops, and recruitment assistance.</p> <p>Provide infrastructure improvements in CDBG Target Areas that will create a suitable living environment by constructing infrastructure improvements that will assist a minimum 250 parcels located within CDBG Target Areas.</p> <p>Support public service programs that will assist 50,000 low and moderate income residents with public service activities (other than homeless or special needs activities).</p>

3. Evaluation of past performance

At the end of year five of the Consolidated Plan period the City’s original goals were surpassed in several categories. The following table summarizes the progress for each individual strategy identified in the Consolidated Plan. Overall, the activities, projects, and programs completed by Moreno Valley in FY 2012/2013 resulted in notable progress toward achieving the five-year goals and objectives identified.

<u>STRATEGY</u>	<u>PRIORITY/OBJECTIVE</u>	<u>FIVE YEAR GOAL</u>	<u>ACCOMPLISHMENT ACHIEVED</u>
Homeless Strategy	Provide supportive housing and public services to meet the needs of homeless persons and persons threatened with homelessness.	Assist 2500 homeless persons and persons threatened with homelessness with housing and public service activities	<p>FY 08/09 – 761 persons served</p> <p>FY 09/10 – 679 persons served</p> <p>FY 10/11 – 694</p>

			<p>FY 11/12 – 216</p> <p>FY 12/13 - 277</p> <p><i>5 yr. total: 2,627</i></p>
Special Needs Strategy	Provide supportive housing and public services to meet the needs of special needs persons.	To assist 15,000 special needs persons, including the elderly and disabled, with housing and public services.	<p>FY 08/09 – 2,958 persons served</p> <p>FY 09/10 – 4455 Persons served</p> <p>FY 10/11 – 5122</p> <p>FY 11/12 – 5413</p> <p>FY 12/13 - 5014</p> <p><i>5 yr. total: 22,962</i></p>
Housing Strategy	Rehabilitation of existing and construction of new single-family homes, multi-family housing and mobile homes to create or maintain decent, affordable housing for low and moderate income residents.	To rehabilitate or construct a minimum of 400 housing units.	<p>FY 08/09 – 17 units rehabilitated</p> <p>FY 09/10 – 4 units rehabilitated; 148 units created (Perris Isle Senior Housing)</p> <p>FY 10/11 – 5 units</p> <p>FY 11/12 – 18</p> <p>FY 12-13 - 15</p> <p><i>5 yr. total: 207</i></p>
	Create home ownership opportunities for low and moderate income residents.	To provide home ownership to 5 households.	<p>FY 08/09 – 4 households served</p> <p>FY 09/10 – 1 household</p>

			<p>served</p> <p>FY 10/11 – 10</p> <p>FY 11/12 – 15</p> <p>FY 12/13 - 0</p> <p><i>5 yr. total: 30</i></p>
	<p>Improve the safety and livability in the CDBG Target Areas to create a suitable living environment.</p>	<p>To provide increased, proactive Code Compliance, Neighborhood Cleanups and public safety activities to assist 3,000 households in the CDBG Target Areas.</p>	<p>FY 08/09 – 2,315 households served</p> <p>FY 09/10 – 2099 households served</p> <p>FY 10/11 – 2406</p> <p>FY 11/12 – 1078</p> <p>FY 12/13 - 600</p> <p><i>5 yr. total: 8,498</i></p>
	<p>Provide fair housing services to educate households on their rights and responsibilities and assist residents with fair housing issues.</p>	<p>To assist 2,500 persons with fair housing services.</p>	<p>FY 08/09 – 1,748 persons served</p> <p>FY 09/10 – 662 persons served</p> <p>FY 10/11 – 666</p> <p>FY 11/12 – 493</p> <p>FY 12/13 - 777</p> <p><i>5 yr. total: 4,346</i></p>
<p>Community and Economic Development</p>	<p>Promote expanded economic opportunities in</p>	<p>To assist 400 local small businesses with</p>	<p>FY 08/09 – 22 businesses assisted</p> <p>FY 09/10 – 71 businesses</p>

Strategy	order to create or retain low and moderate income jobs.	counseling services and loan programs.	assisted FY 10/11 – 41 FY 11/12 – 13 FY 12/13 - 78 <i>5 yr. total: 225</i>
	Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities.	To construct infrastructure improvements that will assist 250 parcels located within CDBG Target Areas.	FY 08/09 – 238 parcels benefitted FY 09/10 – 356 parcels benefitted FY 10/11 – 0 FY 11/12 – 16 FY 12/13 - 0 <i>5 yr. total: 610</i>
	Support public service programs available to serve low and moderate income residents.	To assist 50,000 low and moderate income residents with public service activities (other than homeless or special needs activities).	FY 08/09 – 26,686 persons served FY 09/10 – 31,331 persons served FY 10/11 – 64,279 FY 11/12 – 55,202 FY 12/13 - 58,251 <i>5 yr. total: 235,822</i>

	To assist low and moderate income individuals with employment training and placement services.	To provide 150 low and moderate income individuals with employment training and placement services.	FY 08/09 – 0 persons served FY 09/10 –93 individuals served FY 10/11 – 0 FY 11/12 – 0 FY 12/13 - 0 <i>5 yr. total: 93</i>
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The City utilized all available HOME and CDBG funds to carry out activities designated in the HUD-approved 2012/2013 Action Plan. Pursuant to certification, at least 70% of the amount expended principally benefited persons of low to moderate income, in a fair and impartial manner, and activities did not hinder Consolidated Plan implementation. The City was successful in expending the required amount to benefit low and moderate income households in Moreno Valley.

4. Summary of Citizen Participation Process and consultation process

During the Consolidated Plan process, the City took an assertive approach to ensure and encourage citizen participation. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low- and moderate-income and homeless members of the community. To meet this requirement, the City followed its Citizen Participation Plan which outlined the process for encouraging participation. Citizen participation was accomplished through a series of meetings, public notices and announcements. City staff conducted public meetings with area residents, non-profit organizations and surrounding jurisdictions to solicit input on community needs. Public meetings to determine needs were held in two of the CDBG Target Areas. The first meeting took place at the Moreno Valley Conference and Recreation Center and the other at the Moreno Valley Public Library. Information and notification of these meetings was distributed through correspondence, flyers and public notices published in the Riverside Press Enterprise. The information compiled from the meetings was used in determining the needs in the community and the development of strategies. Citizen comments are included as an attachment to this document.

Three public hearings were conducted to solicit public input. The first public hearing took place on December 10, 2013 and residents were given the opportunity to provide comments regarding priority

needs in the community. A second public hearing was held on March 25, 2014 to discuss the proposed projects to be included in the Plan. After receiving input from the community, the proposed Consolidated Plan was available for a 30-day public examination and comment period from April 4, 2014 through May 5, 2014. The Plan was available at four City locations (Library, City Corporate Yard, City Hall and Senior Center). A final public hearing was conducted on May 13, 2014 after the close of the public review period. The final public hearing (will) allow the public an opportunity to comment on the proposed Action Plan before adoption by the City Council.

5. Summary of public comments

The following is a summary of the types of needs identified by citizens during public meetings: Free and low-cost programs for at risk youth including recreation and mentoring; utility and rental assistance; improved and more effective construction of public infrastructure; Fair Housing services; implementation of additional senior housing programs; improvements to the Edgemont neighborhood.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were taken into consideration when developing the Action Plan.

7. Summary

A detailed summary of all public comments received at the community meetings and the public hearings is included as an attachment to this document.

PR-05 Lead & Responsible Agency – 91.200 (b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MORENO VALLEY	FINANCIAL & MGMT SERVICES
CDBG Administrator	MORENO VALLEY	FINANCIAL & MGMT SERVICES DEPT. AND THE COMMUNITY & ECONOMIC DEVELOPMENT DEPT.
HOPWA Administrator	NA	NA
HOME Administrator	MORENO VALLEY	FINANCIAL & MGMT SERVICES DEPT. AND THE COMMUNITY & ECONOMIC DEVELOPMENT DEPT.
HOPWA-C Administrator	NA	NA

Table 1 – Responsible Agencies

Annual Action Plan
2014

Narrative

The City of Moreno Valley Financial & Management Services Department, Financial Resources Division is responsible for the development of the Action Plan in coordination with the Community & Economic Development Department. The Action Plan was prepared with the cooperation of local non-profit agencies, social service organizations, and interested members of the public.

Consolidated Plan Public Contact Information

The primary contacts for matters regarding this plan are: John Terell, Community & Economic Development Director and Marshall Eyerman, Financial Resources Division Manager, 951-413-3450

Narrative

The City coordinated efforts and consulted with several public agencies to prepare the Action Plan. The Riverside County Public Housing Authority provided information regarding public and assisted housing in Moreno Valley; the Riverside County Department of Public Social Services works closely with the City to assist homeless persons through the Continuum of Care (CoC). The Riverside County Department of Mental Health also provided information on the coordination of efforts to assist mentally ill homeless persons.

AP- 10 Consultation

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

City staff works closely with outside agencies in both the public and private sectors. Through working with nonprofit agencies and other public institutions, the City hopes to achieve all the goals set forth in the Action Plan. The City enjoys a cooperative relationship with surrounding jurisdictions and agencies, as well as nonprofit organizations. The City meets on a regular basis with the Riverside County Department of Public Social Services as part of the Continuum of Care process. The City utilizes a variety of nonprofit organizations to address community needs, such as homelessness, special needs, fair housing and food distribution services. In addition, the City also works with state and federal agencies through several grant programs to facilitate services and programs, which meet housing and safety needs in the community. As a result of cooperation with surrounding jurisdictions, the City has been able to address a wide variety of community needs including housing rehabilitation, housing programs, public services, and public safety. To facilitate the coordination and cooperation, the City will continue to work with these entities through meetings, correspondence, and joint endeavors. The City has been and will continue to be supportive of direct applications for funds from housing providers as well as local Community Housing and Development Organizations (CHDOs) and other entities. In addition, the City will continue to support funding applications for local nonprofit service providers. There are a limited number of businesses to assist with housing development. However, the City hopes to work with resources available through affordable housing financial institutions. These private businesses will be included in the annual plans as applicable.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City participates in the Riverside County Continuum of Care (CoC). The CoC consists of local government agencies as well as non-profit agencies that work together to address homeless issues in the region. Funding is provided to local public and non-profit agencies to provide homeless services and

shelter. Monthly and quarterly meetings provide an opportunity for networking and working towards the common goal. Moreno Valley staff are part of the Continuum of Care working group charged with developing and implementing the County's 10 Year Plan to End Homelessness. In addition, the City continues to locally organize and coordinate the Riverside County Homeless count. Participating in these counts provides staff with a firsthand knowledge of homeless needs through direct interaction with potential recipients of homeless services. Data from the homeless count is utilized to determine homeless service needs and levels in the City.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City staff serves as a representative on the Board of Governance for the Continuum of Care (CoC). The Board provides governance and strategic oversight to the CoC, monitors the established goals of the 10 Year Plan to End Homelessness, and serves as the planning body for the County's submission of the Riverside County Consolidated Application for HUD funds (such as ESG). City staff has historically participated in rating grantee applications for ESG funding and have been instrumental in helping making determinations for the allocation of funds. The CoC developed an HMIS working group to develop policies and procedures for the administration of the HMIS in the region. The working group has been instrumental in gaining compliance from HMIS users throughout the region.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	PW ENHANCEMENT CENTER
	Agency/Group/Organization Type	Services-homeless Services-Education Services-Employment Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization participated in Continuum of Care Meetings as well as individual one-on-one meetings with City administration regarding local needs.
2	Agency/Group/Organization	RIVERSIDE COUNTY HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs HOPWA Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Throughout the year, the City reviews proposed development sites, the comprehensive plan of the PHA, and any proposed demolition or disposition of public housing developments. In reviewing PHA comprehensive plan the City is able to determine regional housing needs as established by the PHA. It is anticipated this continued relationship with the PHA will allow the City to identify needs and gaps in services in order to improve service delivery.
3	Agency/Group/Organization	HABITAT FOR HUMANITY RIVERSIDE
	Agency/Group/Organization Type	Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City had several meetings with the organization to discuss the coordination of local housing programs for low/moderate income and special needs populations (elderly and disabled). The meetings have been helpful in identify potential future programs to be implemented during the Consolidated Plan period.
4	Agency/Group/Organization	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.,
	Agency/Group/Organization Type	Service-Fair Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Several meetings were conducted with the Fair Housing Council of Riverside County (FHCRC) to assist the City in the development of the Housing Strategy as well as the Analysis of Impediments to Fair Housing report contained in the Con Plan. The City and FHCRC held meetings with apartment managers and residents on fair housing laws, rights and responsibilities over the course of the FY.
5	Agency/Group/Organization	FAMILY SERVICE ASSOCIATION OF WESTERN RIVERSIDE COUNTY (FSA)
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City has had a long term relationship with Family Service Association (FSA) and meets with the organization periodically to discuss community needs. FSA staff met with City Housing staff. It is anticipated that the City will continue to collaborate with FSA on meeting the various needs of Moreno Valley residents.
6	Agency/Group/Organization	MORENO VALLEY POLICE DEPARTMENT
	Agency/Group/Organization Type	Public Safety, Community Policing Team
	What section of the Plan was addressed by Consultation?	Services-Children Services-Elderly Persons Services-Education Neighborhood Organization
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A member of the Community Policing Team attended one of the Community meetings hosted by the City of Moreno Valley and provided valuable input. Staff appreciates comments received by any member of the public safety team as they are highly in tune with the needs and condition of the City's Target Neighborhoods.

Agency/Group/Organization	MORENO VALLEY UNIFIED SCHOOL DISTRICT – DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC)
Agency/Group/Organization Type	Services-Education Neighborhood Organization
What section of the Plan was addressed by Consultation?	Services-Children Anti-poverty Strategy
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization participated in one of the Community Needs Assessment Meetings hosted by the City. The feedback provided was not given in past years and has prompted a re-evaluation of potential parks projects and park improvements.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City made effort to consult all local service providers and government agencies, and members of the public during the course of the Action plan schedule.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care (CoC)	Riverside County Department of Social Services	The CoC plan and the City's Action Plan are very consistent in their goals for the region and are in agreement that regional coordination is required.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City coordinated efforts and consulted with several public agencies to prepare the Action Plan. The Riverside County Public Housing Authority provided information regarding public and assisted housing in Moreno Valley; the Riverside County Department of Public Social

Services works closely with the City to assist homeless persons through the Continuum of Care Consortium; and the Riverside County Department of Mental Health also coordinates efforts to assist mentally ill homeless persons.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

During the Consolidated Plan process, the City took an assertive approach to ensure and encourage citizen participation. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low- and moderate-income and homeless members of the community. To meet this requirement, the City followed its Citizen Participation Plan which outlined the process for encouraging citizen participation in the development of the Consolidated Plan. Citizen participation was accomplished through a series of meetings, public notices and announcements. City staff conducted public meetings with area residents, non-profit organizations and surrounding jurisdictions to solicit input on community needs. Public meetings to determine needs were held in two of the CDBG Target Areas. One meeting took place at the Moreno Valley Public Library and the other at the Moreno Valley Conference and Recreation Center. Information and notification of these meetings was distributed through correspondence, flyers and public notices published in the Riverside Press Enterprise, the only area newspaper of general circulation. The information compiled from the meetings was used in determining the needs in the community and the development of strategies. Citizen comments are included as an attachment to this document. Three public hearings were conducted to solicit public input. The first public hearing took place on December 10, 2013 and residents were given the opportunity to provide comments regarding priority needs in the community. A second public hearing was held on March 25, 2014 to discuss the proposed projects to be included in the Plan. After receiving input from the community, the proposed Action Plan was available for a 30-day public examination and comment period from April 4, 2014 through May 5, 2014. The Plan was available at four City locations (Library, City Corporate Yard, City Hall and Senior Center). A final public hearing will be conducted on May 13, 2014 after the close of the public review period. The final public hearing (will) allow the public an opportunity to comment on the proposed Action Plan before adoption by the City Council.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p>	<p>This Community Needs Meeting was held on November 5, 2013 at Moreno Conference and Recreation Center. Six individuals attended the meeting and were representing 3 organizations. Concerned residents also attended.</p>	<p>Attendees provided comments regarding the need for the following: Youth programs, housing programs for seniors, improved construction inspections and traffic control during public infrastructure projects; need for parks and park improvements.</p>	<p>All comments were considered in developing the Action Plan.</p>	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	This Community Needs Meeting was held on November 6, 2013 at the Moreno Valley library. Three individuals attended the meeting. Of the attendees, all were concerned citizens and also represented community organizations.	Comments received addressed the following concerns/needs: Youth programs; Need for coordination with school district; homeless shelters, and motel vouchers.	All comments were considered in developing the Action Plan.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	This public hearing was conducted at the Moreno Valley City Council meeting on December 10, 2014. The purpose of the meeting was to provide the public an opportunity to comment on the proposed CDBG/HOME objectives and policies for FY 2013/14. The meeting was advertised by a public notice published in the Press Enterprise newspaper on November 25, 2013.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	This public hearing was conducted at the Moreno Valley City Council meeting on March 25, 2014. The purpose of the meeting was to provide the public an opportunity to comment on the proposed CDBG/HOME funded projects for FY 2014/15. The meeting was advertised by a public notice published in the Press Enterprise newspaper on March 9, 2014.	Members of the public commented on the following issues: need for continued block grant funding for the local veterans shelter, need for new funding to be issued to a local charter school's work experience program, appreciation was expressed by non-profit organizations who provide fair housing services, youth mentoring programs, and the senior mean program.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	This public hearing will be conducted at the Moreno Valley City Council meeting on May 13, 2014. The purpose of the meeting was to provide the public an opportunity to comment on the proposed Consolidated Plan, FY 2015/15 Action Plan Update, and the Analysis of Impediments to Fair Housing. The meeting was advertised via public notice published in the Press Enterprise newspaper on April 28, 2014.	TBD	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Newspaper Ad	Non-targeted/broad community	Notice of Community Needs Meeting to be held on November 5, 2013 published in Riverside Press-Enterprise on October 22, 2013.	No comments received	N/A	
7	Newspaper Ad	Non-targeted/broad community	Notice of Community Needs Meeting to be held on November 6, 2013. Notice was published in the Riverside Press Enterprise on October 22, 2013.	No comments were received	N/A	
8	Newspaper Ad	Non-targeted/broad community	Notice of Public Hearing held on December 10, 2013. Notice was published in the Riverside Press Enterprise on November 25, 2013.	No comments were received	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Newspaper Ad	Non-targeted/broad community	Notice of Public Hearing to be held on March 25, 2014. Notice was published in the Riverside Press Enterprise on March 10, 2014.		N/A	
10	Newspaper Ad	Non-targeted/broad community	Notice of Public Hearing to be held on May 13, 2014. Notice was published in the Riverside Press Enterprise on April 28, 2014.	TBD	N/A	
11	Newspaper Ad	Non-targeted/broad community	This ad was published to announce the 30 day public review period of the Action Plan. The review period was from April 4, 2014 to May 5, 2014. The ad was published in the Riverside Press Enterprise in March 2014.	No comments were received	N/A	

Table 4 – Citizen Participation Outreach

Annual Action Plan
2014

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Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The City of Moreno Valley utilizes a variety of Federal, State, and local funding sources to achieve identified community and housing strategies. Specific funding resources are based upon availability, opportunities, and constraints of each particular project or program. The City is committed to utilizing each funding source to its highest and best use. Therefore, the City leveraged the resources identified in this section to facilitate various programs and projects. Specific resources available to address the needs identified in the Consolidated Plan are included under each program description. The following represents a list of resources the Neighborhood Preservation Division utilizes to address the Consolidated Plan goals. FEDERAL RESOURCES: Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), Neighborhood Stabilization Program 1 (NSP1), Neighborhood Stabilization Program 3 (NSP3) NON-FEDERAL RESOURCES: General Funds, former Community Redevelopment Agency of the City of Moreno Valley (RDA).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,970,284	0	683,782	2,654,066	0	CDBG funding is intended to address the needs of low income persons within the City.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	537,796	0	450,000	987,796	HOME funds are intended to address affordable housing needs of low income persons within the City.	
ESG	public - federal	Homeless Services Admin, Street Outreach, Emergency Shelter, Homelessness Prevention, Rapid Rehousing, HMIS	155,589	0	135,581	291,170	ESG funding is intended to address the needs of homeless persons within the City.	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other – NSP 1	public - federal	Acquisition Admin and Planning Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership				3,745,9489		NSP1 Funds are intended to address affordable housing issues and related needs.
Other – NSP 3	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership				2,016,871		NSP3 Funds are intended to address affordable housing issues and related needs.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Entitlement cities receiving HOME funds are required to contribute a 25% match of non-HOME funds for every dollar of HOME funds spent. In general, as cities draw their HOME funds, they will incur a match liability, which must be satisfied by the end of each fiscal year. The HOME statute also provides a reduction of the matching contribution under three conditions: 1. fiscal distress, 2. severe fiscal distress, and 3. presidential disaster declarations. Moreno Valley has been identified by HUD as a fiscally distressed jurisdiction for several consecutive years and has been granted a 100-percent match reduction. The City anticipates that the fiscally distressed classification will continue through the entire Consolidated Plan period. In the past, Moreno Valley has actively leveraged its affordable housing projects, mostly with Redevelopment Set-aside funds and more recently with NSP funds. The city will continue its efforts to leverage projects with other available resources.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Moreno Valley Housing Authority (Previously Redevelopment Agency-Owned) - Parcels for Affordable Housing Use

APN	APPROX. ACREAGE	USE	SITE ADDRESS	DISPOSITION
291-191-027	0.88	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-028	0.33	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-029	0.37	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-026	0.14	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-025	0.23	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-007	0.29	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-008	1.57	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-009	1.55	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-010	1.00	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-011	1.00	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-012	0.24	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
291-191-013	0.82	Vacant Land	Alessandro and Day	Housing Asset Transferred to MVHA
481-130-022	0.50	Vacant Land	24108 Fir Avenue	Housing Asset Transferred to MVHA
481-130-023	0.42	Vacant Land	24124 Fir Avenue	Housing Asset Transferred to MVHA
482-020-064	1.32	24176 Atwood		Housing Asset Transferred to MVHA
485-032-013	0.20	Vacant Land	24181 John F. Kennedy	Housing Asset Transferred to MVHA
486-084-011	0.10	Vacant Land	Sheila Neighborhood	Housing Asset Transferred to MVHA

Discussion

In 2011, the California Legislature passed AB 1X26 to dissolve all redevelopment agencies (RDA(s)) in the state. After a period of litigation, RDAs were officially dissolved as of February 1, 2012. Prior to the dissolution on January 10, 2012, the City of Moreno Valley elected to serve as the successor agency to the RDA and approved a resolution providing that upon dissolution of the RDA all housing assets and functions of the RDA

with regard to the Low and Moderate Income Housing Program would be transferred to the Moreno Valley Housing Authority (MVHA). On February 1, 2012, all housing assets of the former RDA were transferred by operation of law to the MVHA, along with all title and interest of the subject assets. The MVHA has the ability to engage in transactions which will promote the utilization of existing affordable housing resources and to pursue the development of potential additional affordable housing resources. One of the assets transferred to the MVHA is approximately 1.37 acres of land located at 24265 Myers Street. The MVHA has initiated discussions with Habitat for Humanity - Riverside for the construction of 8 single family dwelling units on this infill parcel. Once constructed the dwelling units will be sold at an affordable price to income qualified homebuyers earning up to 50% of the area median income. The City has developed a revitalization strategy around the Western-Central portion of Moreno Valley, commonly known as the Edgemont Area, to create affordable housing opportunities and support ongoing revitalization efforts. The Edgemont Area is located within CDBG Target Area and the NSP 3 target area and consists of multiple properties currently under a number of public and private ownerships. A majority of the area currently is either vacant or generally under-developed. The City plans to identify several vacant properties to acquire with NSP 3 funds through the land banking activity in an effort to assemble land for larger affordable housing projects.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homeless Strategy	2013	2018	Homeless	Citywide and Designated CDBG Target Areas	Homeless	CDBG: \$72,072	Homeless Person Overnight Shelter: 450 Persons Assisted Homelessness Prevention: 50 Persons Assisted
2	Special Needs Strategy	2013	2018	Non-Homeless Special Needs	Citywide and Designated CDBG Target Areas	Community & Economic Development	CDBG: \$37,124	Public service activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Housing Strategy	2013	2018	Affordable Housing	Designated CDBG Target Areas	Affordable/Fair Housing	CDBG: \$1,492,809 HOME: \$859,870	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 500 Households Assisted Rental units constructed: 17 Household Housing Unit Rental units rehabilitated: 18 Household Housing Unit Direct Financial Assistance to Homebuyers: 1 Households Assisted Housing Code Enforcement/Foreclosed Property Care: 1000 Household Housing Unit
4	Community & Economic Development Strategy	2013	2018	Non-Housing Community Development	Citywide and Designated CDBG Target Areas	Community & Economic Development	CDBG: \$611,667	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 50 Households Assisted Public service activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted Jobs created/retained: 16 Jobs

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Homeless Strategy
	Goal Description	Funds will be used to provide overnight and transitional (long term) shelter for homeless individuals and families and various shelter locations. Supportive services will also be provided with a long term goal of obtaining self sufficiency and permanent housing. Funds will also be used by emergency service programs to provide rental assistance to those threatened with eviction/loss of housing and to assist with first month's rent to obtain housing.
2	Goal Name	Special Needs Strategy
	Goal Description	Funding will provide for needed public services for special needs groups, particularly the adult developmentally disabled and the elderly, aimed at improving quality of life.
3	Goal Name	Housing Strategy
	Goal Description	The primary goal of providing decent, affordable housing for persons of low and moderate income will be accomplished through the rehabilitation of existing and/or construction of new multi-family housing, the rehabilitation and preservation of existing single family and mobile homes, the opportunity for home ownership, fair housing discrimination investigation and enforcement, proactive code enforcement and neighborhood clean ups designed to improve the aesthetics and condition of Target neighborhoods.
4	Goal Name	Community & Economic Development Strategy
	Goal Description	The objectives to be met include the promotion of expanded economic opportunities in order to create or retain low and moderate income jobs, the provision of employment training and job placement programs to serve low and moderate income resident, the provision of infrastructure improvements in the Target Areas to create a suitable living environment by increasing access to quality public facilities, and the support of local public service programs providing basic needs assistance to families and residents in need.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Moreno Valley has selected a variety of projects aimed at meeting the goals and priority needs established in the Action Plan. The City has allocated almost the maximum 15% Public Service cap for a total of 23 public service projects funded for FY 14/15. The 20% Administration cap will be utilized for staffing, administration, and Fair Housing activities. The remaining 65% will fund a variety of Economic Development, Code Enforcement, Public (Street) Improvements, and Rehabilitation activities.

Projects

#	Project Name
1	CDBG Program Administration
2	Lutheran Social Services, Homeless/Transitional Shelter for Women & Children
3	Fair Housing Services, Fair Housing Council of Riverside County
4	Alternatives to Domestic Violence (ADV) Emergency Shelter and Services
5	Community Assistance Program (CAP) Food Pantry
6	The MoVan Senior Van Transportation Program
7	Operation Safehouse Shelter for Runaway Youth
8	P.W. Enhancement Center Emergency Services Program
9	Child Abuse Prevention & Education Program, Riverside Area Rape Crisis Center
10	Path of Life's King Hall Transitional Shelter Program
11	The Salvation Army Food Pantry
12	The Assistance League's "Operation School Bell" Program
13	ARC of Riverside County Disabled Adult Day Care Facility
14	CASA - Court Appointed Special Advocates Program for Foster Youth
15	211 of Riverside County, 24 hour Telephone Referral Program
16	U.S. Veteran's Initiative, Food Program for Homeless Veterans
17	Landlord Tenant Mediation Program, Fair Housing Council of Riverside County
18	Catholic Charities Emergency Services Program
19	Moreno Valley Police Department Holiday Cheer Program
20	Positive Young People Inc. (Sigma Beta Xi) Youth Mentoring Program
21	Family Services Association, Home Delivered Meals to Seniors
22	Rising Stars Business Academy, Vocational Training Program for Young Adults
23	Employment Resource Center
24	Habitat for Humanity Helping Hands Mobile home Rehabilitation Program
25	Neighborhood Code Enforcement in CDBG Target Areas
26	Rental Property Code Enforcement Team (Target Areas Only)

#	Project Name
27	Graham/Hemlock Intersection Improvements
28	Edgemont Area Improvement Program
29	Sunnymead Boulevard Storm Drain (Between Indian and SR60 Perris Blvd Off-ramp)
30	Alessandro Blvd. St. Improvements including ADA
31	Sunnymead Master Drainage Plan – Design
32	Elsworth St. & Sherman Ave. Sidewalks – Design and Construction
33	John F. Kennedy Dr. Sidewalk Improvements- Design
34	Design of Various ADA Ramp Improvements within the Target Areas
35	Construction of Various ADA Ramp Improvements within the Target Areas
36	Recruitment Assistance at the Employment Resource Center (ERC)
37	Inland Empire Small Business Development Center (SBDC)
38	HOME Program Administration
39	Multi- Family Affordable Housing Project
40	CHDO Set- Aside Funding
41	Habitat for Humanity – “Brush with Kindness” Critical (Mobile) Home Repair Program

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In establishing the Priority Needs the City considered the overall program objectives at the Federal and local levels. Moreno Valley seeks to meet the Federal national objective of providing benefit to the low and moderate income, removing area slum and blight, and meeting urgent or emergency community needs. The City also seeks to prioritize in a way that can assist goals set by the City Council including: Revenue Diversification & Preservation, Public Safety, Positive Environment Community Image, and Neighborhood Pride & Cleanliness. Every year, in accordance with HUD's requirements, Moreno Valley re-evaluates and updates its program specific Objectives & Policies to ensure they adequately reflect the current needs of the community. The City chose to develop priorities that would primarily assist low-income families and individuals within the Community - Homelessness, Special Needs, Affordable/Fair Housing, and Community & Economic Development. Based on needs assessment and community input, the priorities are assigned a level from High to Low. Funding allocations are then directed towards High level priorities.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG PROGRAM ADMINISTRATION
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$394,057
	Description	Comprehensive planning and administration of the CDBG program.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Daily administration of the CDBG program. IDIS updates. Implementation of the Citizen Participation plan for needs assessment and project selection. Preparation of the year-end CAPER report. Preparation of the Annual Action Plan. On-site monitoring of Subrecipients.
2	Project Name	LUTHERAN SOCIAL SERVICES – HOMELESS/TRANSITIONAL SHELTER FOR WOMEN & CHILDREN
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homeless
	Funding	CDBG: \$16,000
	Description	Comprehensive transitional living program for homeless women and children including shelter, case management, and life skills training aimed at attaining self sufficiency.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 12 extremely low income families (homeless - presumed benefit) will be provided with long term shelter, up to 24 months, and comprehensive supportive services.
	Location Description	City-wide
	Planned Activities	The Amelia's Light Shelter will provide a comprehensive program for homeless families including shelter and supportive services on an on-going basis.
3	Project Name	FAIR HOUSING SERVICES, FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY
	Target Area	
	Goals Supported	Housing Strategy
	Needs Addressed	Affordable/Fair Housing
	Funding	CDBG: \$30,000
	Description	The Fair Housing Council of Riverside County will provide a full range of fair housing services that promote fair housing rights and obligations through the 3 basic areas of education, training, and enforcement. Services will include providing education and outreach information to the public, and providing assistance to victims of housing discrimination.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 50 persons will receive assistance.
	Location Description	
	Planned Activities	The Fair Housing Council will investigate claims of housing discrimination and assist victims of discrimination. The Council will also provide education and outreach workshops and presentations.
4	Project Name	ALTERNATIVES TO DOMESTIC VIOLENCE (ADV) EMERGENCY SHELTER AND SERVICES
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$9,000

	Description	Alternatives to Domestic Violence (ADV) will provide services to battered women and children including emergency shelter, a 24-hour crisis line, comprehensive counseling services, support groups, court advocacy and education.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 70 persons will receive shelter and counseling services. An additional 200 persons will receive assistance through the crisis line.
	Location Description	
	Planned Activities	Planned activities include responding to crisis line calls, providing in-depth counseling services, and providing emergency shelter to victims of domestic violence.
5	Project Name	COMMUNITY ASSISTANCE PROGRAM (CAP) FOOD PANTRY
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$32,000
	Description	The Community Assistance Program (CAP) provides food and clothing to low and moderate income persons and families in need. CAP also provides other social service referrals and utility payment assistance when funds are available.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	CAP estimates serving 3500 low income families (15000 individuals) during FY 14/15.
	Location Description	
	Planned Activities	Activities include the distribution of food to persons and families in need. CAP also operates a Christmas program which provides a complete holiday meal, as well as toys for children.
6	Project Name	THE MOVAN SENIOR VAN TRANSPORTATION PROGRAM
	Target Area	

	Goals Supported	Special Needs Strategy
	Needs Addressed	Special Needs
	Funding	CDBG: \$31,000
	Description	The MoVan is a specially equipped 17-passenger van designed to transport the elderly and adult handicapped to medical appointments and other needed destinations at minimal or no cost to the rider.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 3500 low and extremely low income seniors will receive rides on the MoVan. The MoVan is operated by the Friends of the Moreno Valley Senior Center.
	Location Description	
	Planned Activities	The MoVan will provide transportation services for the elderly and adult handicapped on an appointment basis Monday through Friday.
7	Project Name	OPERATION SAFEHOUSE SHELTER FOR RUNAWAY YOUTH
	Target Area	
	Goals Supported	
	Needs Addressed	Homeless
	Funding	CDBG: \$9,000
	Description	Operation Safehouse is a 17-bed shelter for homeless/runaway youth aged 12-17. Safehouse is staffed 24-hours and provides youths with shelter, food, clothing, counseling and support services.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The goal of Safehouse is family reunification and/or permanent placement. An estimated 50 low income youth will be sheltered at Safehouse during FY 14/15.
	Location Description	City-wide
	Planned Activities	Operation Safehouse will provide emergency shelter and supportive services to homeless and runaway/throwaway youth.
8	Project Name	P.W. ENHANCEMENT CENTER EMERGENCY SERVICES PROGRAM

	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homeless
	Funding	CDBG: \$16,000
	Description	The P.W. Enhancement Center (PWEC) provides emergency and supportive services to families and persons in need, with a focus on preventing homelessness. Funding will applied to the motel voucher and the rental assistance programs. PWEC also provides food, job search/preparedness services, and referrals.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	PWEC will serve an estimated 50 low and extremely low income persons in FY 14/15.
	Location Description	City-wide
	Planned Activities	The P.W. Enhancement Center will provide motel vouchers to homeless individuals and rental assistance to homeless families and/or families threatened with homelessness.
9	Project Name	CHILD ABUSE PREVENTION & EDUCATION PROGRAM, RIVERSIDE AREA RAPE CRISIS CENTER
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$9,000
	Description	The Riverside Area Rape Crisis Center provides child abuse education and prevention programs through the Moreno Valley schools. The Rape Crisis Center also provides supportive services to victims of abuse and their families.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Age appropriate presentations are provided to approximately 3000 students, teachers and adults each year.
	Location Description	

	Planned Activities	Abuse prevention and education programs will be presented to varying age groups through the Moreno Valley Unified School District. Accompaniment, counseling and supportive services will be provided to victims of abuse and their families.
10	Project Name	PATH OF LIFE'S KING HALL TRANSITIONAL SHELTER PROGRAM
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homeless
	Funding	CDBG: \$16,000
	Description	The King Hall Transitional Shelter program provides long term transitional shelter and supportive services to homeless families (including fathers). Comprehensive services include shelter, assessment of needs, life skills coaching, goal setting, job training, budget planning, education and other supportive services aimed at self sufficiency.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 35 extremely low income homeless persons will be sheltered at King Hall during FY 14/15.
	Location Description	
	Planned Activities	Intake and assessment of homeless families. The development of a strategic plan for each family. The provision of shelter and supportive services to reach established goals.
11	Project Name	THE SALVATION ARMY FOOD PANTRY
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$9,000
	Description	The Salvation Army operates a Food Pantry which provides emergency and supplemental food to individuals and families in need.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	The Army anticipates serving 25000 people this coming year.
	Location Description	
	Planned Activities	The Food Pantry will provide emergency food on Mondays and Tuesday from 8:30 am through 12:30 pm.
12	Project Name	THE ASSISTANCE LEAGUE'S "OPERATION SCHOOL BELL" PROGRAM
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$11,000
	Description	The Assistance League of Riverside operates the "Operation School Bell" program, which provides new school clothing and essential items for children in need. Referrals are made to the Assistance League by teachers and school administrators. The selected children get to choose their own clothing from a "store like" shopping setting. Each child receives 2 pairs of pants, 3 shirts, 1 sweatshirt, 1 jacket, 6 pairs of socks and underwear, 1 pair of shoes, 1 backpack, a hygiene kit, and 2 reading books.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 300 low and very low income children are served annually.
	Location Description	
	Planned Activities	The Assistance League will provide school clothing to referred children primarily in September for back to school and then on an as needed basis.
13	Project Name	ARC OF RIVERSIDE COUNTY'S DISABLED ADULT DAYCARE FACILITY
	Target Area	
	Goals Supported	Special Needs Strategy
	Needs Addressed	Special Needs
	Funding	CDBG: \$9,000

	Description	The ARC of Riverside County operates the Moreno Valley Resource Center, a day care facility for adults with developmental disabilities. Daily activities are aimed at increasing interaction, self esteem, and independence for the clients. The grant funding assists with the provision of an on-site LVN to provide necessary specialized medical care and procedures for the clients. Most clients attend Monday - Friday.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	45 low income (presumed benefit) persons can be served at the center.
	Location Description	
	Planned Activities	Daily social, educational and limited medical services are provided to 45 developmentally disabled adults.
14	Project Name	CASA - COURT APPOINTED SPECIAL ADVOCATES PROGRAM FOR FOSTER YOUTH
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$10,000
	Description	CASA offers court appointed monitoring services to foster youth. CASA of Riverside County trains volunteers to consistently monitor the foster child, advocate for their best interest, and follow their progress regardless of a change in foster family. The CASA volunteer reports to the court on the child's behalf to ensure the child is placed in a safe, permanent home with hope for a positive future.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	15 (abused/neglected) foster children from Moreno Valley are currently assigned CASA's.
	Location Description	
	Planned Activities	CASA will recruit, train and assigned CASA volunteers to Moreno Valley foster children.
15	Project Name	211 OF RIVERSIDE COUNTY, 24 HOUR REFERRAL PROGRAM
	Target Area	

	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$9,000
	Description	Community Connect operates 211 Riverside County - a social service referral program. 211 Riverside County provides for a 24 hour information and referral resource to social services programs throughout Riverside County. Specially trained operators can screen the callers and provide a comprehensive list of resources to meet the caller's needs. Due to the economy, calls to 211 for basic needs services have been steadily increasing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Community Connect estimates it will serve 5000 callers/persons, the majority of whom are low or moderate income, during FY 14/15.
	Location Description	
	Planned Activities	Community Connect will provide 24 hour response to inquiries for social service program referrals made to the "211" telephone number. They will maintain an online database as well.
16	Project Name	U.S. VETERAN'S INITIATIVE, FOOD PROGRAM FOR HOMELESS VETERANS
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homeless
	Funding	CDBG: \$9,000
	Description	The Veterans in Progress program provides comprehensive services to homeless veterans including long term shelter, substance abuse counseling, job training, case management and other supportive services. The program is designed to move an individual as quickly as possible into employment and self sufficiency. Funding shall be aimed at supplementing the veteran's food program.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 homeless veterans will be served during the year.
	Location Description	
	Planned Activities	U.S. Veteran's Initiative shall provide comprehensive case management services to homeless veterans from Moreno Valley.
17	Project Name	LANDLORD-TENANT MEDIATION PROGRAM, FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$17,000
	Description	The Fair Housing Council of Riverside County (FHCRC) provides a comprehensive Landlord-Tenant Mediation program to residents of Moreno Valley including the mediation and resolution of disputes, the dissemination of literature on landlord-tenant rights and responsibilities, the provision of training and workshops for housing professionals, and counseling.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The FHCRC estimates 1000 Moreno Valley residents will be assisted in the upcoming year.
	Location Description	
	Planned Activities	Provide counseling, education and dispute resolution services the tenants and property owners/managers.
18	Project Name	CATHOLIC CHARITIES EMERGENCY SERVICES PROGRAM
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$29,000

	Description	Catholic Charities provides a range of emergency assistance services to needy residents including motel vouchers, rent/mortgage payment assistance, utility payment assistance, food distribution, and other basic needs. CDBG funds will be used for salary costs associated with additional case workers to process the increasing number of client requests.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 700 low and extremely low income persons will be assisted by Catholic Charities.
	Location Description	
	Planned Activities	Emergency services will be provided to persons in need.
19	Project Name	MORENO VALLEY POLICE DEPARTMENT HOLIDAY CHEER PROGRAM
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$5,000
	Description	The Moreno Valley Police Department (Problem Oriented Policing Team) administers a holiday program intended to offer assistance to low-income families during the holiday season as well as foster good will between members of the public and police officers. Historical donations to the Police Department for the Holiday Cheer program have dwindled as the economy struggles and the POP Team will utilize CDBG funds to offset the loss of donated items.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The goal is to reach 150 low income people with food, clothing, toys, and various holiday activities.
	Location Description	
	Planned Activities	Holiday activities include a banquet style meal with selected families that includes toy distribution to children, a holiday parade, and Shop with a Cop shopping trips for children to pick out gifts.

20	Project Name	POSITIVE YOUNG PEOPLE, INC. (SIGMA BETA XI) YOUTH MENTORING PROGRAM
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$9,000
	Description	Funding shall be awarded to this non-profit so that the organization may administer a free youth mentoring program and no-cost tutoring based out of the City's middle schools aimed to assisting at-risk youth to learn essential life skills while maintaining solid grades.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	100 at-risk youth
	Location Description	
	Planned Activities	Mentor and Tutor youth (6 th to 8 th grade) for 2 hours a week for 1 full school year.
21	Project Name	FAMILY SERVICES ASSOCIATION, HOME DELIVERED MEALS TO SENIORS
	Target Area	
	Goals Supported	Special Needs Strategy
	Needs Addressed	Special Needs
	Funding	CDBG: \$9,000
	Description	The Family Services Association will offer a "Meals on Wheels" program for bedridden seniors/elderly individuals to help with their basic nutritional needs/well-being.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	FSA estimates assisting 185 seniors with their hot meal program.
	Location Description	

	Planned Activities	Every low-income senior registered in the program will receive hot meals delivered to their residence 4 -5 days per week.
22	Project Name	RISING STARS BUSINESS ACADEMY, VOCATIONAL TRAINING PROGRAM FOR YOUNG ADULTS
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$9,000
	Description	The Rising Stars Business Academy is a charter school that will offer an expanded, no-cost vocational training and certificate programs to young adults (16-24) who are struggling with unemployment and do not have the means to attend college.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The school aims to graduate three classes of 40 students for a total of 120 students.
	Location Description	
	Planned Activities	Funding shall provide for certification programs in construction safety, vocational security guard certification, in home child care training, and computer classes.
23	Project Name	EMPLOYMENT RESOURCE CENTER
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$15,281
	Description	The Employment Resource Center is a local center where low and moderate income individuals and unemployed/underemployed persons can use computers/internet and various office equipment at no cost for job searches, applications, and to apply for unemployment.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	Every year the center has assisted thousands of individuals and this year aims to serve no less than 4,000 persons.
	Location Description	
	Planned Activities	Offer low and moderate income individuals free access to computers and office equipment Monday through Thursday from 8 am – 5 pm.
24	Project Name	HABITAT FOR HUMANITY ‘HELPING HANDS’ MOBILEHOME EXTERIOR REHABILITATION PROGRAM
	Target Area	
	Goals Supported	Housing Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$10,000
	Description	The Helping Hands program provides assistance to income-qualified mobile home owners for the rehabilitation of exterior substandard conditions. All work is performed by Habitat for Humanity volunteers. The program aims to assist those who are unable to do the repairs and/or maintenance themselves and where lack of maintenance may lead to citation or eviction from the mobile home park.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Habitat will assist a minimum of 12 units and in doing so a minimum of 12 low-income persons.
	Location Description	
	Planned Activities	A minimum of 12 units will be selected and receive exterior improvements such as painting, landscaping, and general clean up.
25	Project Name	NEIGHBORHOOD CODE ENFORCEMENT IN CDBG TARGET AREAS
	Target Area	
	Goals Supported	Housing Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$284,767

	Description	The Code & Neighborhood Services Division will provide proactive code enforcement activities within the CDBG Target Areas. The program will reduce blight and substandard housing conditions and promote improved property and building maintenance habits of property owners and tenants.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Proactive Code Enforcement within the CDBG Target Areas.
26	Project Name	RENTAL PROPERTY CODE ENFORCEMENT TEAM (TARGET AREAS ONLY)
	Target Area	
	Goals Supported	Housing Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$98,042
	Description	This Team will address code enforcement activities specific to licensing and upkeep of rental properties within the CDBG Target Areas. The objective is to identify the properties then pursue proper licensing and maintenance activities. The Team is also responsible for working with trustees, lenders, real estate agents, and property managers to obtain code compliance for properties in default/foreclosure in the Target Areas.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Proactive code enforcement activities related to rental properties.

27	Project Name	GRAHAM STREET AND HEMLOCK INTERSECTION IMPROVEMENT PROJECT
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: No new allocation will be issued to this project.
	Description	This sidewalk infill project will improve the intersection of Hemlock and Graham Streets. The sidewalk infill will occur on the south east corner, directly improving an area heavy with pedestrian traffic. It will directly benefit single family residents, but also residents of four adjacent apartment complexes, persons walking to church and businesses located on the same block.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Design and construction of street improvements in a distressed area.
28	Project Name	EDGEMONT IMPROVEMENT PROGRAM
	Target Area	
	Goals Supported	Housing Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: No new allocation will be issued to this project.
	Description	This program will address issues of blight by offering rehabilitation assistance to income qualified residents within the specific target area. During FY 13/14, the program was amended (expanded) to potentially offer other types of redevelopment and/or rehabilitation activities including acquisition for the purposes of rehabilitation, rehabilitation administration activities, and possible clearance/demolition activities. This would include the ability to fund a portion of the current efforts to improve the substandard Box Springs Mutual Water Company system.
Target Date		

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Provide exterior rehabilitation assistance to income qualified homeowners within the selected Edgemont target neighborhood.
29	Project Name	SUNNYMEAD BOULEVARD STORM DRAIN (BETWEEN INDIAN AND SR60 PERRIS BLVD OFF-RAMP)
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: No new allocation will be issued to this project.
	Description	This project will fund the design and construction of an underground storm drain system along Sunnymead Boulevard between Indian Street and the State Route 60 Perris Blvd Off Ramp, as well as the installation of catch basins along the north curb of Sunnymead Boulevard. The project will relieve the problem of lack of proper drainage and safety hazards created during rainy weather.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Design and construction of underground storm drain and catch basins along Sunnymead Boulevard between Indian Street and the State Route 60 Perris Boulevard Off Ramp.
30	Project Name	ALESSANDRO BLVD MEDIAN STREET IMPROVEMENT PROJECT WITH ADA UPGRADES
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$400,000

	Description	CDBG funding will be used to assist in the installation of a raised median along Alessandro Boulevard between Indian Street and Perris Boulevard. The raised median is expected to reduce vehicular and pedestrian accident rates in the area. CDBG funding will also focus on the installation of ADA ramps and all ADA related improvements.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	This public infrastructure project is estimated to benefit several thousand residents of the Target Areas along with a significant number of disabled individuals who frequent the intersection for consumer shopping, travel via the bus stops, or to and from adjacent residences, including one of the City's largest public housing complexes located nearby.
	Location Description	
	Planned Activities	Design and construction of street improvements.
31	Project Name	SUNNYMEAD BOULEVARD MASTER DRAINAGE PLAN - DESIGN
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$650,000
	Description	This project will fund the design of two storm drain systems along Sunnymead Boulevard that total over 4,000 feet of storm drain improvements. The project aims to mitigate frequent flooding that in the past has resulted in street closures, damages to private properties, and disruption of emergency services.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The project shall provide flood protection for up to 100 years and improve the roadway for pedestrian and commuters.
	Location Description	
	Planned Activities	Design of a master underground storm drain system including engineering, environmental clearance, and bid document preparation.
32	Project Name	ELSWORTH ST. & SHERMAN AVE. SIDEWALKS – DESIGN AND CONSTRUCTION
	Target Area	
	Goals Supported	Community & Economic Development Strategy

	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$400,000
	Description	CDBG will fund sidewalk, curb, gutter, and pavement repairs on west side of Elsworth from Alessandro Boulevard to Sherman Avenue, and south side of Sherman Avenue along Elsworth Street, and also from Day St. to Pepper Street.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	This project shall provide an immediate benefit to 12 parcels by means of sidewalk infill but shall be utilized by hundreds of Target Area residents, including children walking to the school bus stop located on this street.
	Location Description	
	Planned Activities	Design and construction of street improvements in a distressed area.
33	Project Name	JOHN F. KENNEDY DRIVE IMPROVEMENTS
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$100,000
	Description	Street improvements are missing and needed along John F. Kennedy Drive between Heacock and Paige Avenue. CDBG funding is being recommended for the design phase of this project which includes environmental clearance, surveying, engineering, and bid document preparation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	At build-out this public infrastructure project will benefit thousands residing in the Target Area neighborhoods. This vicinity is densely populated with homes, including a large affordable housing complex, an elementary school, and a shopping center.
	Location Description	
	Planned Activities	Design of street improvements in a distressed area.
34	Project Name	ADA RAMP IMPROVEMENTS AT VARIOUS INTERSECTIONS – DESIGN
	Target Area	

	Goals Supported	Community & Economic Development Strategy; Special Needs Strategy
	Needs Addressed	Community & Economic Development; Special Needs
	Funding	CDBG: \$92,000
	Description	Grant funding will provide for the design phase of the project intended to construct/reconstruct approximately 25 access ramps located in the CDBG Target Areas to meet current ADA standards.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	This public infrastructure project is estimated to benefit a significant number of disabled individuals who frequent the intersection for consumer shopping, travel via the bus stops, or to and from adjacent residences.
	Location Description	
	Planned Activities	Design of street improvements aimed to benefit disabled individuals/limited clientele.
35	Project Name	ADA RAMP IMPROVEMENTS AT VARIOUS INTERSECTIONS – CONSTRUCTION
	Target Area	
	Goals Supported	Community & Economic Development Strategy; Special Needs Strategy
	Needs Addressed	Community & Economic Development; Special Needs
	Funding	CDBG: \$260,000
	Description	Grant funding will provide for the construction phase of the project intended to construct/reconstruct approximately 25 access ramps located in the CDBG Target Areas to meet current ADA standards.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	This public infrastructure project is estimated to benefit a significant number of disabled individuals who frequent the intersection for consumer shopping, travel via the bus stops, or to and from adjacent residences.
	Location Description	
	Planned Activities	Construction of street improvements aimed to benefit disabled individuals/limited clientele.
36	Project Name	RECRUITMENT ASSISTANCE AT THE EMPLOYMENT RESOURCE CENTER (ERC)
	Target Area	
	Goals Supported	Community & Economic Development Strategy

	Needs Addressed	Community & Economic Development
	Funding	CDBG: No new allocation will be issued to this project.
	Description	The Employment Resource Center (ERC) is a local center where low and moderate income individuals and unemployed/underemployed persons can use computers/internet and various office equipment at no cost to them for job searches, applications, and to apply for unemployment. Currently the ERC is busy with residents, but also with businesses (i.e. Employers) seeking to utilize the ERC space to conduct firing/recruitments, orientations, and various trainings. Employers approach the ERC so frequently that the City is proposing to create a CDBG funded Technical Assistance Program that will allow ERC staff to assist with the recruitment activities and coordinate with employers to keep a full accounting of permanent, full-time, low income jobs created in Moreno Valley.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The Center proposes to host at least 5 recruitment events over the course of the fiscal year, and create or retain 10 low to moderate income jobs.
	Location Description	
	Planned Activities	Assist local employers with job recruitments/hiring events. Document permanent jobs made available to persons of low and moderate income.
37	Project Name	INLAND EMPIRE SMALL BUSINESS DEVELOPMENT CENTER (SBDC)
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	CDBG: \$50,000
	Description	The Inland Empire Small Business Development Center provides one-on-one counseling, technical assistance and a variety of training and workshops to Moreno Valley small businesses. Training and seminars include such topics as financial management, marketing, taxes, developing a business plan, and expanding a home based business. The overall goal of the SBDC is low and moderate job creation and retention.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	SBDC is committed to creating or retaining a minimum of 7 low-to-moderate income jobs.
	Location Description	
	Planned Activities	SBDC will provide one-on-one counseling with local small businesses as well as provide over 100 consultations, 10 seminars, and 15 business workshops available to the public at no cost.
38	Project Name	HOME PROGRAM ADMINISTRATION
	Target Area	
	Goals Supported	Community & Economic Development Strategy
	Needs Addressed	Community & Economic Development
	Funding	HOME: \$53,779
	Description	Comprehensive planning and administration of the HOME grant program.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration of the HOME program including project management, environmental reviews, the Annual Action Plan, preparation of the CAPER report, and on-site monitoring.
39	Project Name	MULTI-FAMILY AFFORDABLE HOUSING PROJECT
	Target Area	
	Goals Supported	Housing Strategy
	Needs Addressed	Affordable/Fair Housing
	Funding	HOME: \$600,000
	Description	Funding available for the acquisition, rehabilitation and/or construction of an affordable multi family housing project.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Funding available for a future project to be identified.
40	Project Name	CHDO SET ASIDE FUNDING
	Target Area	
	Goals Supported	Housing Strategy
	Needs Addressed	Affordable/Fair Housing
	Funding	HOME: \$73,999
	Description	Funding shall be reserved for and/or provided to a Community Housing Development Organization (CHDO) to construct or rehabilitate multi-family rental units within the CDBG Target Areas. The units will be made available to low income households at affordable rents.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Mandatory reservation of 15% annual HOME grant for a CHDO project (to be identified).
41	Project Name	HABITAT FOR HUMANITY "BRUSH OF KINDNESS" CRITICAL HOME REPAIR PROGRAM
	Target Area	
	Goals Supported	Housing Strategy
	Needs Addressed	Community & Economic Development
	Funding	HOME: \$78,000
	Description	Funding would allow for Habitat for Humanity to administer a Mobilehome Grant Program (MGP) on behalf of the City. The allocation would allow for the interior and exterior rehabilitation of approximately six units within the City's mobile home parks.

Target Date	
Estimate the number and type of families that will benefit from the proposed activities	Habitat will assist 6 units and in doing so a minimum of 6 low-income households.
Location Description	
Planned Activities	Six units will be fully rehabilitated in order to address health and safety/ code issues such as faulty electrical, plumbing, roof repairs, etc.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed and rationale for the priorities for allocating investments geographically

The City aims to focus projects funded by entitlement grants in areas populated by a majority of low-income residents. In 2000, upon the release of US Census data, the City formally adopted the following low and moderate census tracts as its official 'CDBG Target Areas.' Each census tract contains at least 51% of residents who qualify as low and moderate income. The list provides for the low and moderate income Census Tract numbers first, followed by the percentage of low and moderate population who reside within that tract.

- 042515, 80.53%
- 042505, 75.68%
- 042504, 69.91%
- 042519, 67.68%
- 042405, 60.27%
- 042514, 58.95%
- 042512, 54.89%
- 042509, 58.28%
- 042520, 58.26%
- 042516, 58.12%
- 042516, 58.12%
- 042508, 52.09%

The tracts are located within four of five Moreno Valley City Council Districts. The areas encompass neighborhoods mostly in the central and western portions of the City and are locally referred to as Central Sunnymead, Edgemont, Eastgate, and Warner Ranch.

With the release of 2010 US Census information, the City is interested in re-evaluating its Target Area(s), however, the 2010 Census did not collect income information. The long-form which originally captured that data has been replaced by the American Community Survey (ACS), a 5-year rolling survey of the nation conducted by the Bureau of Census. Moreno Valley has been informed that HUD is working with the Census Bureau to obtain low income tabulations but has been advised to continue using the available 2000-based dataset until the point which guidance on the new dataset is issued. Information based on 2006-2010 ACS is expected to be made available in July 2014. Once that occurs, the City intends to re-examine the demographics of each census tract and adjust its Target Area accordingly.

Rationale for the priorities for allocating investments geographically

When determining the geographic locations where Moreno Valley will allocate their investments, staff will consider if the project or program will physically be located within an already designated CDBG Target Area, and in line with whether the program will be directly benefitting the low-to-moderate

income population in that area.

The City will consider the current level of poverty for an area. Poverty levels will act as a measure of 'need', providing staff with insight on the state of the population within that area and allow staff to fund services accordingly. Staff will also take into account need based on public demand, recommendations of city departments (such as Code Enforcement, Capital Projects, or the Police Department), reports from CDBG subgrantees which track referrals and measure trends in service levels, recommendations of other local entities (the CoC, DPSS, HARC, EDA) and those of area non-profits.

Moreno Valley utilizes geographic distribution designations that further describe where the City will focus its programs. A program can be designated as serving either: (1) 'Citywide', or (2) 'in the CDBG Target Areas'. 'Citywide' is a designation used for programs that offer services to the entire community. Many Public Services provide services to the entire city, but because of the nature of its services exclusively serve low-to- moderate income persons (i.e., food banks). If a program is designated for the 'CDBG Target Area' it is confined exclusively to the CDBG Target Area. For example, Code Enforcement funded by CDBG can only occur within the boundaries of the Target Areas.

In general, CDBG Target Areas typically include older sections of the City where much of the building stock and infrastructure is deteriorated or fails to meet current standards. Many structures are in need of minor or major rehabilitation with some structures in need of extensive reconstruction. The areas lack adequate drainage systems, water lines, street lighting, and street improvements. The current CDBG Target Area Map is included as an attachment or an appendix) to the Consolidated Plan.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Moreno Valley has made it a high priority to continue to provide residents with affordable housing opportunities including: homeownership, affordable rent, and rehabilitation of existing housing.

There were several significant findings made during preparation of the current Consolidated Plan that affect this year's Action Plan.

- 1) Moreno Valley's existing housing stock as of January 2012 is comprised of approximately 55,784 housing units. The clear majority (80+ %) of the housing stock consists of single family detached homes. Multi-family housing accounts for 12.2% of the housing stock and mobile homes total almost 1,400 housing units. The City has about 33,400 owner and 18,200 renter households.
- 2) Housing prices in Moreno Valley, though affordable for the region, are out of reach for the earnings of the average worker in Moreno Valley.
- 3) According to data in the City's 2010-2015 Implementation Plan, between 2005 and 2010 the City created a total of over 1,200 affordable units. The Implementation Plan also states that there is a housing need of 4,518 units; hence a significant affordability gap remains.

Discussion

The City plans to utilize all programs available (whether City, County, State, or Federal) to meet the affordable housing needs of the community. Most recently, low income households were assisted through the City's HOME funded Hemlock Family Apartment project which added 77 affordable units for households earning 50%-60% AMI. Utilizing the last of the Redevelopment monies available, the City completed the Oakwood Affordable Housing Project which added 20 building and 240 affordable units to those earning between 30% and 60% AMI. Phase 2 of the Ranch Dorado Affordable Housing Project, was completed and offers 148 affordable units to the City's low income individuals earning 30% - 60% AMI.

Moreno Valley will continue to partner with Community Housing Development Organizations (CHDO) such as Habitat for Humanity and Riverside Housing Development Corporation (RHDC). Habitat for Humanity will assist in the development of 8 new single-family houses for very low-income persons under the NSP program. The partnership with RHDC will be utilized to continue acquisition and rehabilitation of affordable rental housing units for low and very low income households.

Additionally affordable housing opportunities for the low income are expected to continue to increase

as the housing units rehabilitated under the Neighborhood Stabilization Program are sold and occupied. The NSP works exclusively to rehabilitate foreclosed or vacant properties in the community and convert them into affordable housing opportunities for the qualified low income families. The NSP Program features, rehabilitation, and resale of foreclosed/vacant single family homes, and acquisition, rehabilitation, and rental of multi-family units exclusively for households at or below 50% AMI.

The City will also be able to offer its residents affordable housing through available County programs such as Public Housing. The Housing Authority of the County of Riverside (HACR) administers and manages the Section 8 and Public Housing programs countywide (66 units of which are in Moreno Valley).

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Riverside County (HACR) addresses the public housing needs of the cities within Riverside County. The Public Housing Program is intended to provide decent, safe, and sanitary housing to low and moderate-income families, seniors, and persons with disabilities. Countywide the Housing Authority owns 469, of which 66 are located in the City of Moreno Valley. The Rental Assistance Programs are tenant based utilizing Section 8 (Voucher) Rental Assistance Payments.

Actions planned during the next year to address the needs to public housing

As of September 2013, there are 1,518 Moreno Valley residents who receive Housing Choice Vouchers (or Section 8). All Voucher recipients are below 50% of the area median income and approximately 80% of recipients are below 30% of area median income. The Moreno Valley Section 8 waiting list has 1,914 families. As of 2013 the waiting list for Section 8 was closed and not taking new applications unless an individual is over 75 years of age or a veteran. There are 3,365 Moreno Valley families on the Public Housing waiting list. Countywide there are currently over 34,000 persons on the waiting list for public housing, and 14,445 persons on the waiting list for Section 8 tenant-based assistance.

Based on the large numbers of families waiting for assistance, the City supports the HACR goal to: Apply for additional rental vouchers by annually competing for the U.S. Department of Housing and Urban Development (HUD) affordable housing funding available to Public Housing Authorities, reduce public housing vacancies and leverage private or other public funds to create additional housing opportunities. To this end, the HACR has successful collaborations with the City of Riverside as the project sponsor for the Housing Opportunities for Persons with AIDS (HOPWA) Program and a new Tenant Based Rental Assistance (TBRA) Program for the Homeless.

The City of Moreno Valley will also continue to coordinate for a review of the Riverside County Agency's Action Plan, and monitor the affordable housing needs of the area. The City reviews proposed development sites, the comprehensive plan, and any proposed demolition or disposition of public housing developments.

The City will actively pursue opportunities for local affordable housing projects and programs as described within this Action Plan in order to contribute to the overall affordable housing needs of the community. The widespread poverty found among residents of assisted housing and/or voucher holders suggests a need for both traditional safety net programs to help residents/clients avoid hunger and meet basic health care needs as well as innovative initiatives to help them build assets, increase earnings, and make progress toward economic security.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Through its Public Housing Resident Initiatives (PHRI) and the Resident Opportunity and Self-Sufficiency funds (ROSS), the Riverside County Housing Authority seeks to facilitate the successful transition of residents from public housing residency to economic independence and/or from welfare-dependence to increased earning capacity or sustained work. These Initiatives build upon the efforts of the local welfare plan and other self-sufficiency efforts of the Housing Authority and target public housing residents who are receiving welfare assistance. The goals of the PHRI are to: reduce welfare dependence by assisting residents in returning to the work force in a job commensurate with their abilities; reduce poverty by assisting residents in increasing their self sufficiency by enhancing their employment or earning potential; and to increase homeownership among public housing residents. Local partners including public agencies and community-based nonprofits, as well as faith-based organizations provide self-sufficiency services including: job training, employment opportunities, computer instruction, etc.

To assist first-time homebuyers, the Housing Authority has established a Homeownership Program (HP). The HP assists eligible participants in the Section 8 program, who are also participants of the Family-Self Sufficiency Program (FSS) by offering a single down payment assistance grant. In order to maximize the use of resources available to home seekers, the Housing Authority program also targets families who take part in the Riverside County Economic Development Agency's (EDA) First Time Home Buyer Program (FTHB). In combination, the HP/FTHB partnership enables families to realize their dream of becoming homeowners by providing them with financial and other resources that they would not normally have access to.

The Family Self Sufficiency (FSS) Program was established to assist Section 8 residents and enables families to gain economic independence from all governmental assistance. There are currently 635 participating families. Supportive services offered to participating families include:

- Remedial Education and Classroom Training;
- Employment Training and Placement;
- Counseling/Case Management;
- Credit Counseling and Money Management;
- Child Care; and
- Transportation.

For residents that require temporary loans, the Revolving Loan Fund (RLF) enables those program participants to obtain financial assistance for repairs of vehicles, the purchase of bus passes, childcare costs, and special educational needs such as scholarships.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled. The true and current rating for Public Housing is as a Standard Performer with applied strategies and policies to reach the goal of High Performer status. The true and current rating for Section 8 is as a High Performer.

Discussion

The assistance provided under the County's two primary affordable housing programs is unfortunately limited. A review of the County Agency Five Year Plan (effective 2009-2014) showed an extensive Section 8 (Housing Choice Voucher) Countywide waiting list of 9,195 families and over 34,000 families on the general public housing. There are 3,365 Moreno Valley families on the Public Housing waiting list, and 1,914 families on the Section 8 waiting list. The total number of housing units available in Moreno Valley is 66. That number improved slightly in 2007 when the City of Moreno Valley purchased (on behalf of the City's CHDO) two duplexes previously owned by the Housing Authority. The units are located on Adrienne Avenue and Allies Street in the City of Moreno Valley.

The poverty found among residents of assisted housing and/or voucher holders suggests a need for both traditional safety net programs to help residents/clients meet basic needs as well as help them build assets, increase earnings, and make progress toward economic security.

The City will actively pursue opportunities for local affordable housing projects as described within this Action Plan as well as non-housing public service programs in order to contribute to the overall affordable housing needs of the community and ease the financial burden of its struggling, low-income, residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

One of the City's highest priorities for the use of its entitlement grants is to address the emergency shelter and transitional housing needs of homeless persons. The City will continue to fund applications for homeless shelters that serve the Moreno Valley homeless population. The City will assist homeless persons make the transition to permanent housing and independent living through continued support of affordable housing developments that will provide long term affordability covenants.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Riverside County has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Team actively seek out homeless living on the streets and in unsheltered locations of congregation. The teams work in areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. They also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referrals to programs relevant to their particular needs. Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health. Those suffering from substance abuse are referred to the existing programs, such as those provided by ABC Recovery, Phoenix House, Whiteside Manor, Cedar House, and County Mental Health. All of the noted programs provide treatment and transitional housing. A number of these homeless service providers have applications up for renewal in the County's Continuum of Care application. In addition to County outreach services, CDBG funds a variety of public service providers who assist homeless persons with food distribution, counseling, or emergency voucher programs. These social service programs are often the primary source for referrals and assistance to homeless persons. For unsheltered homeless persons, service providers are often the primary contact for assistance if the individual is not participating in a shelter program.

Addressing the emergency shelter and transitional housing needs of homeless persons

Several service providers provide shelter and services to Moreno Valley homeless. In the past, the City has provided CDBG funding to the following organizations to assist the homeless:

Community Assistance Program (food distribution); Lutheran Social Services (transitional living program); Riverside County DPSS (cold weather shelter); God's Helping Hand (food distribution); P.W. Enhancement Center (motel vouchers); Operation Safehouse (youth shelter); Alternatives to Domestic

Violence (emergency shelter); and Path of Life Ministries (transitional shelter). The City is currently in process of forming an ESG program around its newly entitled grant monies. In addition, the City also participates in Riverside County's Continuum of Care.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

One of the City's highest priorities for the use of CDBG funds is to address the emergency shelter and transitional housing needs of homeless persons. The City will continue to fund applications for homeless shelters that serve the Moreno Valley homeless population. The City will assist homeless persons make the transition to permanent housing and independent living through continued support of affordable programs such as Lutheran Social Services and Path of Life, both of which provide their participants with long term shelter under their transitional living programs. Additionally, the aforementioned frequently assist those threatened with homelessness by providing referrals and coordinating with other agencies to locate assistance for the family or individual. The City also funds Alternatives to Domestic Violence, which provides emergency shelter to victims of domestic abuse, and Operation Safehouse, which provides shelter to runaway and/or homeless youth. Emergency rental assistance and first month's rent assistance is available through P.W. Enhancement Center and Catholic Charities.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Moreno Valley does everything in its power to mitigate low-income families in need of assistance from becoming homeless. During and since the recession, many low-income families live paycheck to paycheck, which makes it difficult for them to pay for the basic necessities when an unexpected expense arises. Catholic Charities and P.W. Enhancement Center provide residents with one-time emergency rental assistance paid for through other grant funding sources that also helped prevent homelessness of families who missed a rent/mortgage payment due to extenuating circumstances. There are several programs administered by Riverside County that aid in the prevention of homelessness. For example, the Emergency Food and Shelter Program meets the needs of the hungry and homeless by providing funds to provide the following housing assistance: lodging in a mass shelter or hotel; one month's rent or mortgage payment; one month's utility bill payment; minimal repairs to allow a sheltering facility to

function during the program year. On a regular basis, the City provides referrals to persons in need. In cases where assistance was not available via City program, staff would often refer the inquiring party to 211 Riverside County.

Discussion

The City participates in the Riverside County Continuum of Care (CoC). The CoC consists of local government agencies as well as non-profit agencies that work together to address homeless issues in the region. Funding is provided to local public and non-profit agencies to provide homeless services and shelter. Monthly and quarterly meetings provide an opportunity for networking and working towards the common goal. Moreno Valley staff are part of the Continuum of Care working group. The City staff serves as a representative on the Board of Governance for the Continuum of Care (CoC). The Board provides governance and strategic oversight to the CoC and its membership and six subcommittees, monitors the established goals of the 10 Year Plan to End Homelessness, and serves as the planning body for the County's submission of the Riverside County Consolidated Application for HUD funds such as ESG. City staff has historically participated in rating non-profit grantee applications for ESG funding and have been instrumental in helping making determinations for the allocation of funds. In addition, the City continues to locally organize the Riverside County Homeless count. Participating in these counts provides staff with a firsthand knowledge of homeless needs through direct interaction with potential recipients of homeless services. Data from the homeless count is utilized to determine homeless service needs and levels in the City. The CoC developed an HMIS working group to develop policies and procedures for the administration of the HMIS in the region. The working group has been instrumental in gaining compliance from HMIS users throughout the region. In 2012, City staff attended the regional HMIS conference hosted by the CoC and Riverside County Department of Social Services. Also in April 2012, the Riverside CoC developed a CoC Action Plan that includes strategies to improve system capacity and performance. The Action Plan added the following specific goals aimed at improving at self-improvement as a unit and as a result improving services extended to the homeless in each of the participating communities. These goals include:

- A. Increasing the diversity of the CoC membership
- B. Aligning local institutions discharge policies/practices with the CoCs Discharge Planning Policy MOU,
- C. Improve HUD funded program/subgrantee timeliness,
- D. Prevent new episodes of homelessness,
- E. End Chronic and Episodic Homelessness,
- F. Reduce number of families and individuals who are homeless, and
- G. Improve access to mainstream programs.

AP-75 Barriers to affordable housing– 91.220(j)

Introduction

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Discussion

As a condition of receiving federal HUD funding for the CDBG and HOME programs, the City certifies that it will affirmatively further fair housing. As a result, prior to the start of each Consolidated Plan period, Moreno Valley prepares an Analysis of Impediments (AI) to Fair Housing Choice Report. The City of Moreno Valley is required to:

- Conduct an analysis to identify impediments to fair housing choice within the jurisdiction;
- Take appropriate actions to overcome the effects of any impediments identified through that analysis; and
- Maintain records reflecting the analysis and actions in this regard.

The AI is a review of impediments or barriers that affect the rights of fair housing choice and serves as a basis for fair housing planning. It provides detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates to assist in building public support for fair housing efforts. The City's updated its AI in 2013. Data contained in the AI report is a synthesis of the most recent US Census Data, information collected by the Fair Housing Council of Riverside County (FHCRC), and a series of community meetings. In addition, the City in partnership with the FHCRC published an online survey to solicit additional community input regarding fair housing issues.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City has identified barriers to affordable housing both in the public and the private sectors. Moreno Valley plans to address each specific barrier as follows:

1. Public Sector Actions

Action 1.1 In order to affirmatively further fair housing, the City will establish a specific disability definition that is identical to the one in the Federal Fair Housing Act. The definition will be included in the Reasonable Accommodation Procedure.

Action 1.2 The Planning and Zoning Code will be revised to define transitional and supportive housing

and to indicate the residential zones in which such housing is permitted.

Action 1.3 The City will adopt a reasonable accommodation procedure.

Action 1.4 The City will address special needs populations through the policies of the Consolidated Plan and Housing Element. In the Housing Element Update (to be adopted by October 2013), the City must address the needs of the developmentally disabled population. The City also will consider amending the Planning and Zoning Code to include a definition and development standards for special needs housing.

Action 1.5 The City will amend the Planning and Zoning Code by adding a senior housing definition.

2. Private Sector Actions

Action 2.1 The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services

Action 2.2 The City and Fair Housing Council of Riverside County, Inc. will arrange a meeting with IVAR's Fair Housing Committee, which meets the third Tuesday of every month, to explore fair housing topics.

Action 2.3 The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect “steering” during the home search process and how to detect “loan steering.”

Action 2.4 The Fair Housing Council will add “how to read an appraisal report” to its homebuyer counseling services.

Action 2.5 The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates.

Action 2.6 The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes.

Discussion:

The AI is a review of impediments to fair housing choice in the public and private sector. The AI involves:

- A comprehensive review of a State or Entitlement jurisdiction's laws, regulations, and administrative policies, procedures, and practices;
- An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;
- An assessment of conditions, both public and private, affecting fair housing choice for all protected classes; and

- An assessment of the availability of affordable, accessible housing in a range of unit sizes.

Impediments to fair housing choice are:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices;
- Any actions, omissions, or decisions that have the effect of restricting housing choices or the availability of housing choices on the basis of the same.

AP-85 Other Actions – 91.220(k)

Actions planned to address obstacles to meeting underserved needs

The primary obstacle in meeting the needs of the communities underserved (low income families, seniors, homeless, etc.) is the lack of funding available to local public and private agencies. The economic downturn has resulted in a decline in federal funding and the elimination of Redevelopment agencies and the tax increment/housing set-aside funding associated with it. It has also resulted in a decline in local donations to area non-profits. This loss in revenue cannot be fully overcome in the coming fiscal year, however, staff can take the following actions in efforts to still effectively address the needs of the City's underserved:

- 1- Seek out additional resources and apply for grants where there are opportunities,
- 2- Establish or improve partnerships with other jurisdictions to better utilize resources,
- 3- Conduct more detailed research and citizen participation each year in order to more effectively prioritize the needs of the underserved,
- 4- Formally adjust the programs Objectives and Policies to reflect the updated prioritization,
- 5- Allocate accordingly; even if it means shifting away from what's been historically funded,
- 6- Create new programs/temporary emergency programs to address issues,
- 7- Work hand in hand with subgrantees to adjust budgets, services, and restructure programs to better fit the needs of the underserved.

Actions planned to foster and maintain affordable housing

The City plans to utilize all available programs (whether City, County, State, or Federal) to foster and maintain affordable housing. All of the City assisted affordable housing projects have long term (40-50) year covenants which protect and preserve the affordability period for low income persons. The City does not anticipate a loss to the existing affordable housing inventory.

Moreno Valley has completed and will continue to pursue HOME funded affordable housing projects in process. The City completed the second phase of the Rancho Dorado project. The City also completed the Hemlock Family Apartments which are providing 77 new affordable multi-family units for very-low to moderate income families. Moreno Valley will continue to pursue affordable housing development opportunities with local non-profit and for profit developers and continue to partner with the Riverside Community Housing Development Organizations (CHDO) such as Habitat for Humanity and Riverside

Housing Development Corporation (RHDC) and Habitat for Humanity in the development of new single-family houses for very low-income persons. The partnership with RHDC will be utilized to continue acquisition and rehabilitation of affordable rental housing units for low and very low income households. Additionally affordable housing opportunities for the low income are expected to continue to increase as the housing units rehabilitated under the Neighborhood Stabilization Program are sold and occupied. The City will offer its residents affordable housing through available County programs such as Public Housing. The Housing Authority of the County of Riverside (HACR) administers and manages the Section 8 and Public Housing programs countywide, 66 units of which are in Moreno Valley.

Actions planned to reduce lead-based paint hazards

City Housing Programs

Moreno Valley's CDBG, HOME, NSP, and (past) HPRP programs all had lead based paint hazard reduction efforts incorporated into them. Unfortunately, due to funding cuts, the City has temporarily discontinued four of its consumer loan and grant programs that were impacted by the requirements of lead based paint disclosure. The City hopes that within the 5 year term of this consolidated plan, it will be able to re-implement the City's Mobile Home Grant (MHG), the Homebuyers Assistance Program (HAP), Home Improvement Loan Program (HILP), and the Homeowners Assistance for Minor Rehabilitation (HAMR).

Until recently, past practice had been that participants in these programs were given a lead-based paint disclosure booklet and sign acknowledgment that is included in the loan application. If the home was constructed prior to 1978, the City contracts with Home Safe for a lead-based paint inspection of the property. If the property is found to contain lead-based paint, mitigation measures are incorporated as a part of the revitalization work. Since the HAP loan is down payment assistance, the lead-based paint mitigations are the responsibility of the Seller prior to title transfer. Both Buyer and Seller receive the disclosure materials as a part of the loan application process. At the time the programs are reinstated, the City will again return to these practices.

Countywide Lead Hazard Control Program

Beyond the City's efforts, the County has also adopted a regional strategy to control lead hazards. The County's strategy thoroughly spells out the control methods used once lead based paint hazards have been identified. It also describes its typical public outreach efforts which include: the distribution of bilingual educational brochures, public presentations, informational booths at the mall and community events, immunization clinics, testing within Target Areas, use of public media for outreach, as well as a 'Free Testing Program.'

Countywide Childhood Lead Poisoning Prevention Program (CLPPP)

The Riverside County Health Department manages the Childhood Lead Poisoning Prevention Program (CLPPP). The CLPPP's goals are: to educate the public about the dangers of lead and to assist families in eliminating sources of lead in their homes. As part of the program, CLPPP workers provide presentations and educational materials about lead poisoning to the general community, schools, parent groups, healthcare providers, pregnant women, and others interested. The County also provides follow-up and case management to children with elevated lead levels. Affected families are provided with education and advice about lead poisoning and children are monitored to be sure that necessary re-testing is performed and that blood lead levels decrease. County workers also visit the homes of those children who have lead levels above 20 micrograms per deciliter (ug/dl) or two blood lead results above 15 ug/dl for follow-up purposes as well as look for sources of lead in the home and educate parents on removing that source so that the children are no longer exposed to lead. The County makes a variety of resources available on-line including 14 pieces of educational literature, phone numbers, of offices to call for assistance, alerts about recalls.

Actions planned to reduce the number of poverty-level families

The City plans to utilize the following programs in order to reduce poverty among its population:

- **City Housing Programs:** The City identified several programs in its strategy aimed at producing and preserving affordable housing. Moreno Valley will continue to partner with its CHDOs in the development of new single-family houses for very low-income persons.
- **Public Housing Programs:** The County Housing Authority owns and operates 66 units in Moreno Valley. The Rental Assistance Programs are tenant based utilizing Section 8 (Voucher) Rental Assistance Payments.
- **Emergency Shelter Grant (ESG) Program:** ESG funding is issued to Riverside County and in 2012 was issued to the City of Moreno Valley for the first time. This funding can be used to support a variety of activities, including: short-term subsidies to defray rent and utility debts for families that have received eviction or utility termination notices, security deposits or first month's rent to permit individuals or families at-risk of homelessness to obtain permanent housing payments to prevent foreclosure on a home, and more.
- **Family-Self Sufficiency Program (FSS):** Is also a Riverside County program established to assist Section 8 residents and enable families to gain economic independence from all governmental assistance. FSS supportive services offered include: Remedial Education; Employment Training/Placement; Counseling/Case Management; Credit Counseling and Money Management; Child Care; and Transportation.
- **Economic Development and Job Creation/Retention.** A critical component of the Anti-poverty strategy is to increase the local employment base. The City has been aggressively attempting to create jobs while providing educational and training opportunities for the local workforce. Moreno Valley also adopted a 3 year (short term) 'Economic Development Action Plan' and a

'Long Range 10 Year Business Plan,' both aimed at increasing jobs and tax base. The City partners with SBDC to provide small business counseling services and low cost workshops to local businesses with the goal that the services will create and/or retain low and moderate income jobs. The Moreno Valley Employment Resource Center provides for a partnership with Riverside County EDA to provide job training, placement services, and job search assistance.

- Public Service Providers. As part of the Strategy, the City will continue to provide grant funding to upward of 15 public service providers to assist low income individuals and households, special needs population, and the homeless population with access to critical services. These programs provide City residents opportunities to utilize programs at little or no cost, thereby reducing financial burden.
- CalWORKs: County funds are available to families on public assistance for rent and utility payments. CalWORKs also offers the Welfare-to-Work Program that provides job training and supportive services.
- Riverside County Economic Development Agency & Workforce Development Center: Partners with community agencies and local jurisdictions to provide job training and placement CalFresh Program (formerly called Food Stamps).
- Riverside County Department of Public Social Services and Mental Health and Public Health: provide assistance to individuals and families needing senior services, physical health, behavioral health, dentistry services, and public health.

Actions planned to develop institutional structure

The City of Moreno Valley benefits from a solid institutional structure and relationships with various local public and private agencies. In the upcoming year, City staff will continue to work at strengthening its dialogue with Riverside County agencies such as the Departments of Mental Health and Public Social Services, specifically to address regional homeless issues. Staff will continue to serve on the Committee for the Continuum of Care Consortium which provides opportunities to network with local public and non-profit agencies. The City will also remain a member of the March Joint Powers Authority, created for the repurposing of the March Air Reserve Base. The base currently housed 3 transitional housing programs for homeless persons and families. The City also participates with the Moreno Valley Multi-Agency Collaborative which is organized through the local school district, faith based organizations, health care industries, transportation industries and non profit social service programs. Finally, the City will maintain open dialogue with the Riverside County Housing Authority and focus on the use of resident initiatives in public housing.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's goal is to continue to establish collaborative relationships between governmental and social service agencies to assure the effective delivery of services to low-income individuals by:

- 1) Maintaining open communication with subgrantees and other consolidated planning partners;

2) Utilizing technology to share, distribute information, foster and maintain constant contact with community planning partners; and

3) Recommending and participating in committees aimed at filling gaps where they exist.

Discussion:

Each of the following issues listed above have also been addressed in greater detail within the City's 5-year Consolidated Plan in order to provide strategies for addressing housing, homelessness, special needs and community and economic development activities in the City.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Not applicable.
2. A description of the guidelines that will be used for resale or recapture of HOME funds when

Annual Action Plan 80
2014

used for homebuyer activities as required in 92.254, is as follows:

The City does not plan to engage in any HOME funded homebuyer activities in the coming year. If a homeownership program were to develop, the City would need to submit the program as a substantial amendment to the Action Plan and then ensure that the Resale and Recapture Requirements as listed in the HUD CPD Notice 12-003 (issued in January 2012) are applied.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City does not plan to engage in any HOME funded acquisition activities in the coming year. If acquisition activities were to develop, the City would need to submit the program as a substantial amendment to the Action Plan and then ensure that the Resale and Recapture Requirements as listed in the HUD CPD Notice 12-003 (issued in January 2012) are applied.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City has no plans to refinance existing debt secured by multifamily housing rehabilitated with HOME funds during the upcoming program year FY 2014-2015.

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Eligible CDBG Activities

- ∇ Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:
 - Parks, playgrounds and recreational facilities.
 - Senior centers, except 24-hour care facilities.
 - Neighborhood facilities.
 - Fire protection facilities and equipment.
 - Parking facilities.
 - Street improvements.
 - Flood, drainage, or sewer facilities.
 - Other improvements vital to a community's development.
- ∇ Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- ∇ Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- ∇ Removal of architectural barriers which restrict the mobility of handicapped persons.
- ∇ Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- ∇ Code enforcement in designated target areas.
- ∇ Historic preservation activities.
- ∇ Eligible economic development activities.
- ∇ Eligible planning and environmental design costs.
- ∇ Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- ∇ Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- ∇ Stadiums, sports arenas, auditoriums, museums and central libraries (Note: branch libraries may be built in CDBG Target Areas).
- ∇ Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- ∇ Schools
- ∇ Airports, subways, bus or other stations.
- ∇ Hospitals, nursing homes, and other medical facilities.
- ∇ Treatment works for liquid industrial wastes or sewage.
- ∇ Expenses of general government for operation and maintenance of public facilities.
- ∇ Political activities.
- ∇ Direct income payments to residents.

Eligible HOME Activities

- ∇ Loans and grants provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- ∇ Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- ∇ Eligible administrative and planning costs.

Ineligible HOME Activities

- ∇ Project reserve accounts or operating subsidies.
- ∇ Tenant-based rental assistance for the special purposes of the Section 8 program.
- ∇ To provide non-federal matching contributions.
- ∇ To provide assistance to annual contributions for the operation of public housing.
- ∇ Modernization of public housing.
- ∇ Prepayment of low-income housing mortgages.
- ∇ Assistance to a project previously assisted with HOME funds during the period of affordability.

CDBG FY 2014/15 PROGRAM				
Final Allocation \$1,970,284 plus \$683,782 in past savings = \$2,654,066 Available				
ACTIVITY	FY 2013/14 ALLOCATION	FY 2014/15 Request	Recommendation	NOTES
A. ADMINISTRATION (20% CAP - \$394,057)				
0 Administrative Staffing	\$353,041	\$353,041	\$364,057	
1 Fair Housing Council of Riverside County - Fair Housing Program	\$30,000	\$30,000	\$30,000	
Subtotal	\$383,041	\$383,041	\$394,057	
B. PUBLIC SERVICES (15% CAP - \$295,543)				
2 Community Assistance Program (CAP) - Food Program	\$33,062	\$36,800	\$32,000	
3 Friends of the Moreno Valley Senior Center (MoVan) Transportation	\$31,062	\$32,000	\$31,000	
4 Fair Housing Council of Riv County - Landlord Tenant Mediation Program	\$17,892	\$21,000	\$17,000	
5 PW Enhancement Center - Emergency Services Outreach	\$17,062	\$35,000	\$16,000	
6 Lutheran Social Services (MARB) Homeless Shelter	\$16,912	\$45,566	\$16,000	
7 Path of Life Transitional Family Shelter (MARB)	\$16,912	\$169,059	\$16,000	
8 Catholic Charities - Case Worker	\$16,062	\$40,000	\$29,000	
9 CASA for Riverside County Foster Youth Program	\$11,062	\$32,535	\$10,000	
10 Assistance League/Operation School Bell - Clothes/School Supplies	\$11,062	\$15,000	\$10,000	
11 Fair Housing Council of Riv County - Foreclosure Mitigation Counseling Program	\$10,000	\$0	\$0	Did Not Apply
12 Operation Safehouse Shelter for Youth	\$9,062	\$10,000	\$9,000	
13 Alternatives to Domestic Violence Emergency Shelter & Services	\$8,562	\$15,000	\$9,000	
14 Riverside Area Rape Crisis Center - Child Abuse Prevention Program	\$8,562	\$10,000	\$9,000	
15 Salvation Army - Food Program	\$8,562	\$14,544	\$9,000	
16 ARC of Riverside - Disabled Adult Day Care Facility	\$6,062	\$20,000	\$9,000	
17 US VETS Food Program	\$6,062	\$35,000	\$9,000	
18 Smooth Transition Literacy/Job Readiness/Life Skills Trng.	\$6,062	\$48,872	\$0	
19 Lighthouse Treatment Center for Vets	\$6,062	\$0	\$0	Did Not Apply
20 211 Telephone Referral Service	\$6,062	\$15,000	\$9,000	
21 MV PD Christmas Program	\$4,753	\$6,000	\$5,000	
22 Positive Young People, Inc. (Sigma Beta Xi) - Youth Mentoring Program	\$0	\$10,000	\$9,000	
23 Family Service Association - Senior Nutrition Program	\$0	\$17,307	\$9,000	
24 The Hole in the Wall - Homeless Drop In Center	\$0	\$96,900	\$0	No final 501c3
25 Rising Stars Business Academy - Vocational Training Program	\$0	\$26,540	\$9,000	
26 Employment Resource Center - Operations	\$0	\$0	\$15,281	
Subtotal	\$250,893	\$752,123	\$287,281	
C. PUBLIC FACILITIES & IMPROVEMENTS				
27 Sunnymead Blvd. Stormdrain btwn. Indian & SR-60 Perris Blvd. off-ramp	\$800,000	\$0	\$0	Continuing
29 Graham/Hemlock Intersection Improvements	\$0	\$0	\$0	Continuing from 12-13 with no add'l new funding
30 Edgemont Improvement Program	\$300,000	\$0	\$0	Continuing
31 Alessandro Blvd Street Improvements including ADA	\$400,000	\$0	\$0	Per amendment 4, FY 2013-14
32 ADA Ramp Improvements at Various Intersections - Design	\$92,000	\$0	\$0	Per amendment #4
33 Conference and Recreation - Community Center Improvements	\$52,504	\$0	\$0	Per amendment #4
34 Cottonwood Community Center - Neighborhood Facility Rehabilitation	\$37,940	\$0	\$0	Per amendment #4
35 Annual ADA Improvements Various Parks	\$74,550	\$0	\$0	Per amendment #4
36 Playground Improvements at Bayside Park	\$84,776	\$0	\$0	Per amendment #4
37 ADA Ramp Improvements at Various Intersections - Construction	\$0	\$260,000	\$260,000	
38 Elsworth St. & Sherman Ave. Sidewalks - Design and Construction	\$0	\$500,000	\$400,000	
39 Sunnymead Master Drainage Plan - Design	\$0	\$650,000	\$650,000	
40 John F. Kennedy Drive Improvements - Design	\$0	\$100,000	\$100,000	
Subtotal	\$1,841,770	\$1,510,000	\$1,410,000	
D. REHABILITATION				
41 Habitat for Humanity - Helping Hands Exterior Mobilehome Grant Program	\$10,000	\$10,000	\$10,000	
Subtotal	\$10,000	\$10,000	\$10,000	
E. CODE ENFORCEMENT				
42 Code & Neighborhood Enforcement Program (CDBG Target Areas)	\$284,767	\$284,767	\$284,767	
43 Code Enforcement - Rental Property Program	\$98,042	\$98,042	\$98,042	
Subtotal	\$382,809	\$382,809	\$382,809	
F. ECONOMIC DEVELOPMENT				
44 Business Incubator (formerly New Business Incentive Program)	\$225,555	\$0	\$0	Continuing from 12-13 with no add'l new funding
45 Recruitment Assistance (based at the ERC)	\$173,216	\$0	\$0	
46 Community Investment Corp. Micro-Loan Program	\$0	\$0	\$0	
47 Small Business Development Center	\$50,000	\$50,000	\$50,000	
Subtotal	\$448,771	\$50,000	\$50,000	
GRAND TOTAL	\$3,317,284	\$3,077,973	\$2,534,147	

■ New applicants ■ Organization serving homeless population ■ Recommended funding changes over previous year

-901-

Item No. E.2

HOME FY 2014/15

Total Anticipated Funding \$537,796 plus \$450,000 in past year savings = \$987,796

ACTIVITY	FY 2013/14 ALLOCATION	FY 2014/15 Request	FY 2014/15 Recommended Amount	NOTES
A. ADMINISTRATION				
0 Administrative Staffing (10% CAP - \$53,780)	\$49,333	\$49,333	\$53,780	
Subtotal	\$49,333	\$49,333	\$53,780	
B. CRDO (MANDATORY)				
1 (15% CAP - \$80,669)	\$73,998	\$73,999	\$80,669	
Subtotal	\$73,998	\$73,999	\$80,669	
C. APPLICATIONS				
2 Habitat for Humanity, Mobilehome Grant Program (new allocation)	\$0	\$78,000	\$78,000	
Subtotal	\$0	\$78,000	\$78,000	
D. HOUSING REHABILITATION				
3 City Home Improvement Loan Program	\$0	\$0	\$0	
4 City Mobilehome Grant Program	\$78,000	\$0	\$0	Carry-over from 2013-14
Subtotal	\$78,000	\$0	\$0	
MULTI FAMILY HOUSING				
Future Acquisition and/or Rehabilitation, Rental Project	\$0	\$600,000	\$600,000	
Subtotal	\$0	\$600,000	\$600,000	
GRAND TOTAL	\$201,331	\$801,332	\$812,449	



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: John C. Terrell, Community & Economic Development Director

AGENDA DATE: May 13, 2014

TITLE: A PUBLIC HEARING FOR APPROVAL OF CHANGE OF ZONE (PA13-0031), PLOT PLAN (PA13-0030) AND TENTATIVE PARCEL MAP (PA13-0054). THE PROJECT PROPOSES A 366,698 SQUARE FOOT WAREHOUSE BUILDING LOCATED ON 16 ACRES AT THE SOUTHEAST CORNER OF ELSWORTH STREET AND NEW HOPE STREET. THE TENTATIVE PARCEL MAP 36625 WILL CREATE ONE PARCEL FROM THE EXISTING SIX PARCELS. THE CHANGE OF ZONE IS FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI). THE APPLICANT IS SHAW DEVELOPMENT.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA13-0031 (Plot Plan), PA13-0031(Change of Zone) and PA13-0054(Tentative Parcel Map 36625). The projects, individually and cumulatively, will not result in a significant effect on the environment.
2. **INTRODUCE** Ordinance No. 875. Approving a Change of Zone (PA13-0031) from Business Park (BP) to Industrial (I) based on the findings in the Ordinance.
3. **APPROVE** Resolution No. 2014-34. Approving PA13-0031 (Plot Plan) and PA13-0054 (Tentative Parcel Map 36625) for the development of a 366,698 square foot warehouse distribution facility on 16 acres located on the SEC of Elsworth Street and New Hope Street.

SUMMARY

This report recommends approval of three applications — a Plot Plan, Change of Zone, and Tentative Parcel Map — for approximately 16 acres at the southeast corner of Elsworth Street & Newhope Street (Assessor's Parcel Number(s) 297-140-037, 038, 039, 040, 041, and 042). The project proposes one warehouse building (366,698 sq. ft.). The proposed uses are consistent with the type and intensity of use envisioned under the existing General Plan designation of Business Park/Light Industrial (BP/LI).

DISCUSSION

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its March 27, 2014, meeting approved Planning Commission Resolution 2014-08 by a 6-0-1 (one absent) vote recommending that the City Council adopts a Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA) Guidelines and approve PA13-0030 (Plot Plan), PA13-0031 (Change of Zone), and PA13-0054 (Tentative Parcel Map 36625). One Planning Commissioner spoke regarding the request change to the zoning, Industrial (I) from Business Park (BP), to allow for warehouse structures greater than fifty thousand (50,000) square feet.

BACKGROUND

Change of Zone (PA13-0031)

The existing General Plan designation for the project is Business Park/Light Industrial (BP/LI). The primary purpose of areas designated Business Park/Industrial is to provide for manufacturing, research and development, warehousing and distribution, as well as office and support commercial activities.

The existing zoning district for the project is Business Park (BP), which allows for light industrial land uses that can meet high performance standards. Uses typical to a BP designation generally include but are not limited to research and development, light manufacturing, warehousing and distribution, and multi-tenant industrial uses. The proposal will rezone the Project site from BP to LI.

The proposed Change of Zone to the Light Industrial (LI) zoning district provides for light manufacturing, light industrial, research and development, warehousing and distribution and multi-tenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards.

The request for the change from BP to LI is due to the building size limit of the Business Park (BP) zone of fifty thousand (50,000) square feet. The applicant is proposed a 366,698 square-foot warehouse building. The LI zoning district allows for industrial and warehouse structures greater than fifty thousand (50,000) square feet.

Tentative Parcel Map (PA13-0054)

The Tentative Parcel Map 36625 will create one parcel from the existing six parcels. The existing parcels range in size from 1.84 acres to 3.97 acres.

Plot Plan (PA13-0030)

PA13-0030 proposes one 366,698 square-foot warehouse building, which conforms to all development standards of the Light Industrial (LI) zone as required within the Moreno Valley Municipal Code.

The proposed building is a concrete tilt-up, rectangular in shape with flat roofs, and windows with a blue reflective glazing finish. The building height varies to create visual interest in the building. The building is approximately 42 feet in height and the more decorative architectural features of the building reach a height of approximately 45 feet. The building uses a color scheme of neutral earth tone colors similar to the one used by the medical office complex across New Hope Street to the north. The more decorative architectural features are provided at all the building's corners where highly visible from the surrounding streets.

The project is also providing concrete tilt-up walls along the southwest and southeast driveways, so that the loading docks are not visible from the public right of way. The proposed screen walls will be 14 feet in height to fully screen trucks and trailers, and will match the architecture of the buildings.

ENVIRONMENTAL

An Initial Study was prepared to support the recommended environmental finding that a Mitigated Negative Declaration is appropriate for this project. In reviewing the environmental aspects of the proposed industrial warehouse complex, it was determined that the following studies were required: an Air Quality Impact Analysis, Health Risk Assessment, Greenhouse Gas Analysis and a Traffic Impact Analysis. Based on the City's independent review of all supporting environmental documentation, including the Initial Study and technical studies, planning staff recommends the adoption of a Mitigated Negative Declaration. With the adoption of mitigation measures identified in the Initial Study, potential impacts will be reduced to a less than significant level.

ALTERNATIVES

1. Adopt a Mitigated Negative Declaration for PA13-0031 (Plot Plan), PA13-0031(Change of Zone) and PA13-0054 (Tentative Parcel Map 36625) in compliance with the California Environmental Quality Act, **and** Introduce Ordinance No. 875 approving Change of Zone (PA13-0031), **and** approve Resolution No. 2014-34 approving PA13-0030 (Plot Plan) and PA13-0054 (Tentative Parcel Map 36625). **Staff recommends this alternative.**
2. Do not adopt a Mitigated Negative Declaration for PA13-0031 (Plot Plan), PA13-0031(Change of Zone) and PA13-0054(Tentative Parcel Map 36625) in compliance with the California Environmental Quality Act, **and** do not approve Ordinance No. 875 approving Change of Zone (PA13-0031), **and** do not approve Resolution No. 2014-34 approving PA13-0030 (Plot Plan) and PA13-0054 (Tentative Parcel Map 36625). **Staff does not recommend this alternative.**

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the City Council public hearing of the public notice, appeared in the Press Enterprise newspaper on May 1, 2014, posted on the affected property, and mailed to all surrounding property owners of record within 300 feet of the affected property. As of the date of preparation for the City Council Staff Report, there was no additional public response to the noticing for the City Council public hearing this project.

ATTACHMENTS

1. Public Hearing Notice
2. Proposed Ordinance
3. Proposed Resolution
4. Mitigation Monitoring and Reporting Program
5. Planning Commission Staff Report dated March 27, 2014 (excluding exhibits)
6. Planning Commission Minutes for March 27, 2014
7. Negative Declaration
8. Initial Study

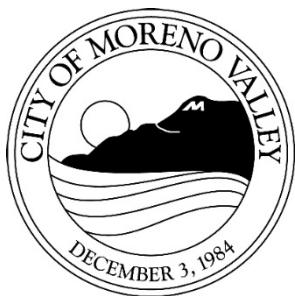
9. Reduced Site Plan
10. Reduced Copy of Tentative Tract Map No. 36625
11. Reduced Copy of Conceptual Landscaping
12. Reduced Elevations
13. Reduced Colored Elevations and Materials
14. Aerial Photograph

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
John C. Terell, AICP
Community & Economic Development Director

Concurred By:
Chris Ormsby, AICP
Interim Planning Official

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Notice of PUBLIC HEARING

ATTACHMENT 1

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASES: PA13-0030 (Plot Plan)
PA13-0031 (Change of Zone)
PA13-0054 (Tentative Parcel Map 36625)

APPLICANT: Shaw Development

OWNER: Acquest Americas, LLC
New Hope Properties III, LLC

REPRESENTATIVE: Shaw Development

LOCATION: Southeast corner of Elsworth St & Newhope St (APNs: 297-140-037, 038, 039, 040, 041 & 042).

PROPOSAL: The proposed project is for an industrial complex with one 366,698 SF warehouse building on approximately 16 acres on six currently vacant parcels with a Change of Zone from BP to LI.

COUNCIL DISTRICT: 5

STAFF RECOMMENDATION: Approval

The City of Moreno Valley has prepared an initial study for this project in accordance with the California Environmental Quality Act. On the basis of the initial study, this item will not have a significant effect on the environment and approval of a Mitigated Negative Declaration is recommended.

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 6:00 p.m., Monday through Thursday and 7:30 a.m. to 1:30 p.m. on the second and fourth Friday of the month), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.



LOCATION N Ø

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: May 13, 2014 at 6 PM

CONTACT PLANNER: Claudia Manrique

PHONE: (951) 413-3225

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ORDINANCE NO. 875

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA13-0031 (CHANGE OF ZONE) CHANGING THE ZONING OF SIX PARCELS LOCATED AT THE SOUTHEAST CORNER OF ELSWORTH STREET AND NEW HOPE STREET FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI), AS DESCRIBED IN THE ORDINANCE, AND THE REVISED MAP ATTACHED TO THE ORDINANCE AS EXHIBIT A.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Page 95 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Change (PA13-0031).

1.4 An Initial Study has been completed for PA13-0031 (Zone Change). Based upon the Initial Study, a determination has been made that with the incorporation of mitigation measures, and as designed and conditioned, this project will not result in a significant impact to the environment. Therefore, adoption of a Mitigated Negative Declaration is appropriate.

SECTION 2: FINDINGS

2.1 With respect to the proposed change to page 95 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on May 13, 2014, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The existing General Plan designation for the project is Business Park/Light Industrial (BP/LI). The primary purpose of areas designated Business Park/Industrial is to provide for manufacturing, research and development, warehousing and distribution, as well as office and support commercial activities.

The request for the Change of Zone from BP to LI is due to the building size limit within the Business Park (BP) zone of fifty thousand (50,000) square feet. Both the BP and LI zoning designations are consistent with the Business Park/Light Industrial General Plan designation. The proposed Change of Zone is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed Change of Zone will not adversely affect the public health, safety or general welfare. An Initial Study has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA). Based on the Initial Study, it was determined that the potential impacts of the project, including the Change of Zone, have been mitigated to a level of less than significant with the incorporation of mitigation measures. A Mitigated Negative Declaration is recommended.

3. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

FACT: With the adoption of the proposed Change of Zone, the proposed project would be consistent with the zoning. As proposed, the Change of Zone from Business Park (BP) to Light Industrial (LI) for the 16 acre project site is consistent with the purposes and intent of Title 9. The Light Industrial (LI) zoning district provides for light manufacturing, light industrial, research and development, warehousing and distribution and multiple tenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards.

The existing zoning district for the project is Business Park (BP), which allows for permitted uses that would be similar to the Light Industrial (LI) zone. The existing zoning includes a building size limit of fifty thousand (50,000) square feet. The LI zone would allow for buildings larger than 50,000 square feet. The applicant is proposing a 366,698 square-foot warehouse building.

SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts a Zone Change to change to the zoning district from Business Park (BP) to Light Industrial (LI) for the approximately 16 acres located at the southeast corner of Elsworth Street and New Hope Street (APNs: 297-140-037, 038, 039, 040,

041, AND 042), subject to the revised zoning designations depicted in the attached Exhibit A.

SECTION 4: EFFECT OF ENACTMENT

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 27th day of May, 2014.

Tom Owings, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 875 had its first reading on May 13, 2014, and had its second reading on May 27, 2014, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th day of May, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

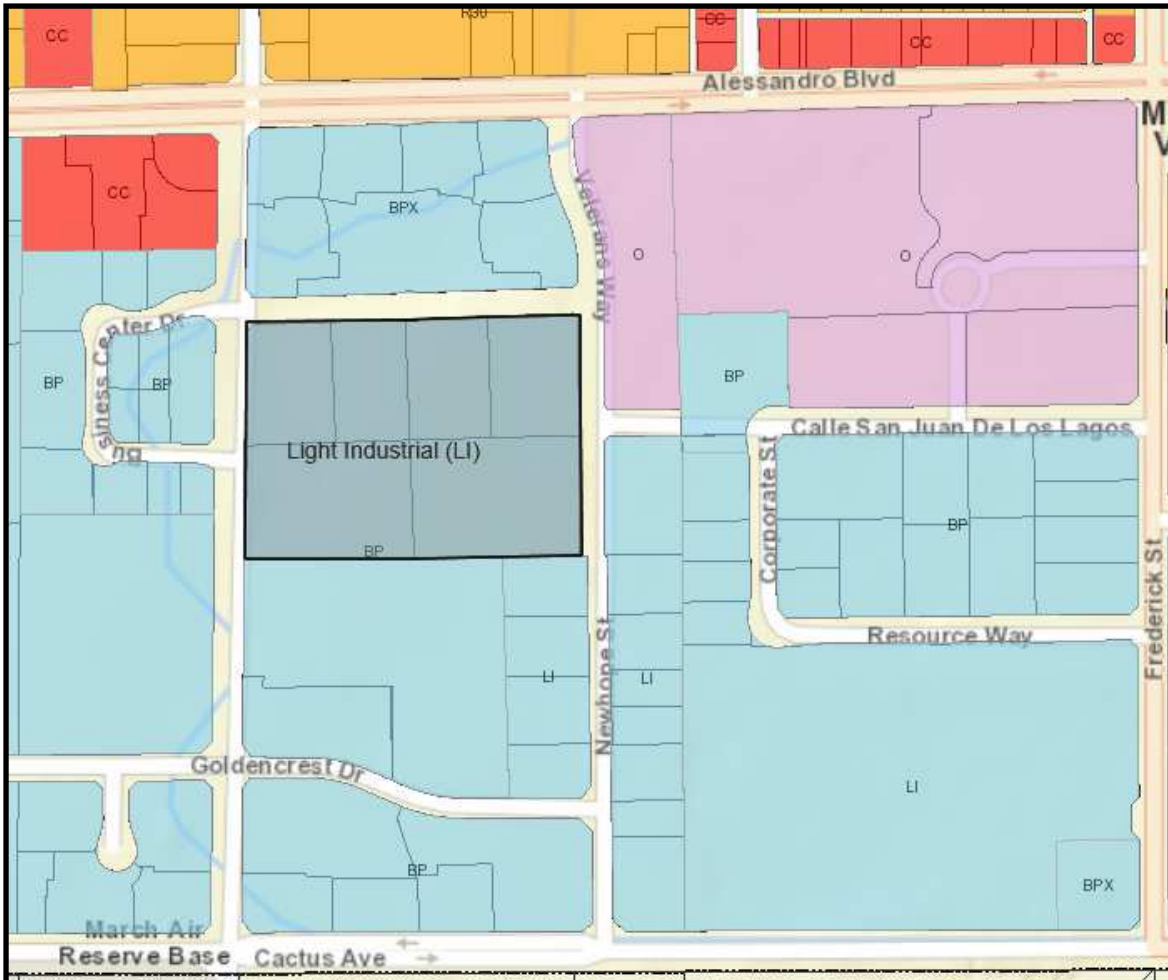
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

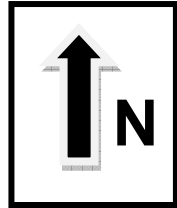
(SEAL)



CHANGE OF ZONE
ORDINANCE NO.
(Related to PA13-0031)
Date Adopted: May 27, 2014
Effective Date:



Proposed Zoning: Light Industrial (LI)	
Current Zoning: Business Park (BP)	



Ordinance No. 5
 Date Adopted: May 27, 2014

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RESOLUTION NO. 2014-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA13-0030 (PLOT PLAN FOR A 366,698 SF WAREHOUSE), AND PA13-0054 (TENTATIVE PARCEL MAP 36625), THE PROJECT IS LOCATED AT THE SOUTHEAST CORNER OF ELSWORTH STREET AND NEW HOPE STREET (ASSESSOR PARCEL NUMBERS 297-140-037, 038, 039, 040, 041, AND 042).

Section 1:

WHEREAS, the applicant, Shaw Development LLC, has filed an application for approval of Plot Plan (PA13-00360), a proposed development of a 366,698 SF industrial warehouse. The project site is located southeast of Elsworth Street and New Hope Street. A Change of Zone (PA13-0031) is being processed concurrently along with Tentative Parcel Map 36625 (PA13-0054).

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein;

WHEREAS, an environmental assessment, including an Initial Study, has been prepared to address the environmental impacts associated with application PA13-0030 as described above and a Mitigated Negative Declaration has been recommended pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed development application, as designed and conditioned, will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

WHEREAS, on March 27, 2014, the Planning Commission of the City of Moreno Valley held a meeting to consider the proposed industrial warehouse project, including applications PA13-0030 (Plot Plan), PA13-0054 (Tentative Parcel Map 35879), and PA13-0031 (Change of Zone). At said meeting, the Planning Commission recommended approval of PA13-0030, PA13-0031, and PA13-0054 to the City Council, and;

1
Resolution No. 2014-34
Date Adopted: May 13, 2014

WHEREAS, on May 13, 2014, the City Council of the City of Moreno Valley held a public hearing to consider the consider the subject Plot Plan;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA13-0030:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. **Conformance with General Plan Policies** – The proposed Plot Plan is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and does not conflict with the goals, objectives, policies, and programs established within the Plan.

2. **Conformance with the Zoning Regulations** – The proposed Plot Plan is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: With the adoption of the Change of Zone, the Plot Plan would be consistent with the zoning, and will comply with all applicable zoning regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. **Health, Safety and Welfare** – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

2
Resolution No. 2014-34
Date Adopted: May 13, 2014

FACT: The proposed 366,698 square-foot warehouse building as designed and conditioned will not adversely affect the public health, safety or general welfare. An Initial Study has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA). Based on the Initial Study, it was determined that the potential impacts of the project have been mitigated to less than significant with the incorporation of mitigation measures. A Mitigated Negative Declaration is recommended.

4. **Location, Design and Operation** – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

FACT: The Project site is located in a portion of the City of Moreno Valley that includes offices, warehousing, business park, light industrial, and commercial uses. Surrounding land uses in the vicinity of the Proposed Project are developed for medical office facilities north of New Hope Street (zoned as BP). Property south of the subject site includes automotive repair (zoned as BP) and light warehouse buildings (zoned as LI). Properties to the east beyond Veterans Way include vacant lands and the City of Moreno Valley Police Department (zoned as BP). Properties to the west of the subject site are a mixture of automotive repair, manufacturing facilities, and commercial type land uses (zoned as BP). The visual character of the site's surroundings is primarily commercial/office, business park, and light industrial. Undeveloped properties are designated for future light industrial and business park development.

Overall, as designed, the proposed industrial warehouse development is compatible with the proposed Light Industrial (LI) zone, and the City's General Plan (BP/LI). As designed and conditioned and subject to approval of the Change of Zone, this Plot Plan is compatible with existing and proposed land uses in the vicinity.

Section 2:

WHEREAS, the applicant, Shaw Development LLC, has filed an application for approval of Tentative Parcel Map 36625 (PA13-0054).

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

3
Resolution No. 2014-34
Date Adopted: May 13, 2014

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein;

WHEREAS, an environmental assessment, including an Environmental Initial Study, has been prepared to address the environmental impacts associated with application PA13-0054 as described above and a Mitigated Negative Declaration has been recommended pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed Tentative parcel Map application, as designed and conditioned, will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

WHEREAS, on March 27, 2014, the Planning Commission of the City of Moreno Valley held a meeting to consider the proposed industrial warehouse project, including applications PA13-0030 (Plot Plan), PA13-0054 (Tentative Parcel Map 35879), and PA13-0031 (Change of Zone). At said meeting, the Planning Commission recommended approval of PA13-0030, PA13-0031, and PA13-0054 to the City Council, and;

WHEREAS, on May 13, 2014, the City Council of the City of Moreno Valley held a public hearing to consider the consider the subject Tentative Parcel Map;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA07-0151:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. The proposed land division is consistent with applicable general and specific plans.

FACT: Tentative Parcel Map 36625 would create one parcel from the existing six parcels (APNs: 297-140-037, 038, 039, 040, 041, and 042). The proposed tentative parcel map is consistent with the General Plan designation of Business Park/Light Industrial (BP/LI).

2. The site of the proposed land division is physically suitable for the type of development.

4
Resolution No. 2014-34
Date Adopted: May 13, 2014

FACT: Tentative Parcel Map 36625 would create one parcel from the existing six parcels. The proposed project is consistent with the General Plan designation of BP/LI. The proposal would be consistent with the proposed Light Industrial zoning as the larger parcel size would allow for the design of buildings over 50,000 square feet. The parcel map, as designed, is consistent with “LI” zoning requirements.

- 3 The design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

FACT: Staff has evaluated the design and potential environmental impacts of the proposed project, and prepared an Initial Study. As conditioned, mitigated and designed, the proposed tentative parcel map would not cause significant environmental impacts. Based on the Initial Study, it was determined that the potential impacts of the project, including the Tentative Parcel Map, have been mitigated to less than significant with the incorporation of mitigation measures. A Mitigated Negative Declaration is recommended. The proposed tentative parcel map will not adversely affect the public health, safety or general welfare.

4. The design of the proposed land division or the type of improvements are unlikely to cause serious public health problems.

FACT: As conditioned, the proposed land division would not cause serious public health problems. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements. Based on the Initial Study, it was determined that the potential impacts of the project, including the Tentative Parcel Map, have been mitigated to less than significant with the incorporation of mitigation measures. A Mitigated Negative Declaration is recommended.

5. The design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

FACT: There are no conflicts with easements on the subject site. The City Engineer has appropriately placed conditions of approval for Tentative Parcel Map No. 36625 regarding various project improvements.

5
Resolution No. 2014-34
Date Adopted: May 13, 2014

6. That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

FACT: The size, configuration and orientation of the parcel would allow solar access for passive heating.

The project is conditioned by mitigation measure "P59. MM AQ-6" to design and construct 10,000 square-feet of structural reinforcement area as part of the roof of the Project building to accommodate an array of solar cells sufficient to meet energy demands of potential office and restroom facilities, taking into consideration limitations imposed by other rooftop equipment, building and fire code requirements, and other physical or legal limitations. Further, the applicant will actively explore use of solar with future tenants based upon execution of tenant lease agreements to determine what future tenant energy demands will be for the office and restroom areas of the Project, and to the extent that solar is economically feasible at the time tenants are under lease.

7. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The current and proposed zoning are not residential zones, and would not allow for residential uses. The proposal is to combine six parcels into one parcel. The proposed land division would not be expected to result in a development pattern that would differ from what would otherwise be allowed by the existing zoning.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2014-XX approving PA13-0030 and PA13-0054; subject to the attached conditions of approval included as Exhibits A and B.

APPROVED AND ADOPTED this 13th day of May 2014.

6
Resolution No. 2014-34
Date Adopted: May 13, 2014

Tom Owings, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

7
Resolution No. 2014-34
Date Adopted: May 13, 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. 2014-34 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of May, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

8
Resolution No. 2014-34
Date Adopted: May 13, 2014

**CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PLOT PLAN PA13-0030 FOR A WAREHOUSE FACILITY
APN(s): 297-140-037, 038, 039, 040, 041, and 042**

APPROVAL DATE: **May 13, 2014**
EXPIRATION DATE: **May 13, 2017**

- X **Planning (P), including School District (S), Post Office (PO), Building (B)**
- X **Public Works, Land Development (LD)**
- X **Public Works, Special Districts (SD)**
- X **Public Works – Transportation Engineering (TE)**
- X **Fire Prevention Bureau (F)**
- X **Police (PD)**
- X **Moreno Valley Utilities**

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.

GENERAL CONDITIONS

- P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)
- P2. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

**CONDITIONS OF APPROVAL
PA13-0030 (Plot Plan)
PAGE 10**

- Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)
- P3. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)
- P4. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
- P5. Any signs indicated on the submitted plans are not included with this approval. Any signs, **whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag)**, proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)
- P6. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions

- P7. **Approval of Plot Plan PA13-0030 is subject to adoption of a Zone Change (PA13-0031) from the Business Park zone to the Light Industrial zone for the project site.**
- P8. **The site has been approved for a warehouse facility with one 366,698 SF warehouse building on approximately 16 acres at the southeast corner of Elsworth Street and New Hope Street. A change or modification shall require separate approval.**
- P9. **Development of the warehouse facility is subject to approval of Tentative Parcel Map No. 36625 (PA13-0054) and the subsequent recordation of this map.**
- P10. **A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)**
- P11. **All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.**

- P12. **Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).**
- P13. **The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.**
- P14. **This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).**
- P15. **Screening walls of decorative block or concrete tilt-up construction shall be provided to fully screen the truck loading and parking area for from view from Elsworth Street and Veterans Way.**
- P16. **Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.**
- P17. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**
- P18. **Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)**
- P19. **No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.**

Prior to Issuance of Grading Permits

- P20. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, **no further disturbance shall occur until the County Coroner has made necessary findings as to origin.** If the County

Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission **shall be contacted within a reasonable timeframe to identify the “most likely descendant.”** The “most likely descendant” **shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98).** (GP Objective 23.3, CEQA).

- P21. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)
- P22. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be shown on the plan, be a minimum size of 24 inch box, and meet a ratio of three replacement trees for each mature tree removed or as approved by the **Planning Official**. (GP Objective 4.4, 4.5, DG)
- P23. **(GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Planning Division for review and approval.**
- P24. **(GP) Within thirty (30) days prior to any grading or other land disturbance, a pre-construction survey for migratory bird nests shall be conducted pursuant to federal Migratory Bird Treaty Act (MBTA) and comparable state protected species.**
- P25. **(GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)**
- P26. **(GP) Decorative pedestrian pathways across circulation aisles/paths shall be provided throughout the development to connect dwellings with open spaces and/or recreational uses or commercial/industrial buildings with open space and/or parking. and/or the public right-of-way. The pathways shall be shown on the precise grading plan. (GP Objective 46.8, DG)**
- P27. **(GP) Prior to the issuance of building permits, the site plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. [major entry driveways for industrial]**

- P28. **(GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:**
- A. A 3 foot high decorative wall, solid hedge or berm shall be placed in any setback areas between a public right of way and a parking lot for screening.**
 - B. Proposed screening walls for truck loading areas and required loading docks shall also include decorative walls with a height up to fourteen (14) feet to fully screen trucks (industrial and some situations with commercial uses).**

PRIOR TO BUILDING PERMITS

- P39. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping. (GP Objective 43.30, DG)
- P40. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)
- P41. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed one-quarter foot-candle minimum maintained lighting measured from within five feet of any property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check

review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

- P42. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)
- P43. (BP) Prior to issuance of any building permits, final landscaping and irrigation plans shall be submitted for review and approved by the Planning Division. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and shall include:
- A. A three (3) foot high decorative wall, solid hedge or berm shall be placed in any setback areas between a public right of way and a parking lot for screening.
 - B. Finger and end planters with required step outs and curbing shall be provided every 12 parking stalls as well as at the terminus of each aisle.
 - C. Diamond planters shall be provided every 3 parking stalls.
 - D. Drought tolerant landscape shall be used. Sod shall be limited to gathering areas.
 - E. Street trees shall be provided every 40 feet on center in the right of way.
 - F. On-site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of the perimeter of a parking lot and per thirty linear feet of a building dimension for the portions of the building visible from a parking lot or right of way. Trees may be massed for pleasing aesthetic effects.
 - G. Enhanced landscaping shall be provided at all driveway entries and street corner locations (Elsworth St/New Hope St and New Hope St/Veterans Dr)
 - H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view.
 - I. Landscaping on three sides of any trash enclosure.
 - J. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site.
- P45. (BP) Prior to the issuance of building permits, the elevation plans shall be revised to include decorative lighting sconces on the building near the office entrances. Include drawings of the sconce details for each building within the elevation plans.

- P46. (BP) Prior to the issuance of building permits, the plot plan shall include decorative concrete pavers for all driveway ingress/egress locations for the project.
- P47. (BP) Prior to the issuance of building permits, the landscape plans shall include landscape treatment for trash enclosures located outside of a truck court, to include landscape on three sides, and trash enclosures shall include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed commercial buildings on the site, subject to the approval of the Community & Economic Development Director.
- P48. (BP) Prior to issuance of building permits for a final map for Tentative Parcel Map No. 36625 (PA13-0054) must be approved and recorded and all conditions of approval related to the parcel map must be satisfied.
- P49. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

PRIOR TO CERTIFICATE OF OCCUPANCY

- P50. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (DC 9.03.040)
- P51. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)
- P52. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).
- P53. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed.

MITIGATION MEASURES

- P54. MM AQ-1: The following measures shall be incorporated into Project plans and specifications as implementation of Rule 403:**
- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
 - The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three (3) times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the midmorning, afternoon, and after work is done for the day.
 - The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less.
- P55. MM AQ-2: The construction contract with the general contractor for the Project shall require that all off-road equipment with a horsepower rating of 25 hp or greater used on the Project site during the construction of the Project will meet a minimum Tier III rating.**
- P56. MM AQ-3: Only “Zero-Volatile Organic Compounds” paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.**
- P57. MM AQ-4: Diesel-powered portable generators shall not be used during the construction of the Project.**
- P58. MM AQ-5: Signage will be provided at all Project entrances which states: diesel trucks servicing the project shall not idle for more than 5 minutes; and telephone numbers of the building facilities manager and the California Air Resources Board to report violations at locations. The signs must be of a size to be easily readable from the street.**
- P59. MM AQ-6: The developer shall install a 14.4 kWp AC solar system. The developer shall design and construct the roof of the building to accommodate a maximally sized photovoltaic solar array, taking into consideration limitations imposed by other rooftop equipment, building and fire code requirements, and other physical or legal limitations.**
- P60. MM AQ-7: If refrigerated trucks are to be used on the premises, the Applicant**

- shall install plug-ins sufficient to accommodate all refrigerated units.
- P61. **MM AQ-8:** Developer shall use only native or drought tolerant landscaping on the Project subject to City approval pursuant to City of Moreno Valley planning and zoning requirements. Shade trees such as sycamore or similar type trees shall be used in the parking areas to achieve 50 % coverage of passenger vehicle parking areas. No palm trees shall be planted.
- P62. **MM AQ-9:** Upon and following occupancy of the Project, no diesel-powered “yard goats,” hostler or forklifts shall be permitted.
- P63. **MM AQ-10:** All hot water heaters installed by Developer shall be powered either through natural gas, through the solar cells mounted on the roof of the building, or through other on-site renewable power source, provided that the facility shall be able to use electric insta-hot units in all areas of the building that have hand sinks providing hot water.
- P64. **MM AQ-11:** The Project building shall be designed with the goal of meeting the equivalent of LEED Certification under the current Core & Shell Standards set forth by the U.S. Green Building Council; however, the Developer shall not be obligated to obtain formal LEED certification from the U.S. Green Building Council, provided that the Project building is designed to meet the criteria that would be necessary in order to achieve LEED Certification.
- P65. **MM AQ-12:** The truck access gates and loading docks within the truck court on the Project site shall be posted with signs which state:
- Truck drivers shall turn off engines when not in use;
 - Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and
 - Telephone numbers of the building facilities manager and the CARB to report violations.
- P66. **MM AQ-13:** Site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.
- P67. **MM BIO-1:** A burrowing owl pre-construction survey shall be conducted by a qualified biologist within 30 days prior to ground disturbance to avoid impacts to the species. Should burrowing owls and/or occupied nests be detected on the property, the nests will be avoided and protective measures as recommended by the qualified biologist will be implemented.
- P68. **MM BIO-2:** Within 30 days prior to ground disturbance, a pre-construction survey of any shrubs on-site shall be conducted by a qualified biologist to

determine if any migratory bird nests exist and are occupied. Should occupied nests be detected on the property, the nests will be avoided and protective measures as recommended by the qualified biologist will be implemented.

- P69. MM TT-1: The Project Applicant shall pay appropriate development impact fees (DIF & TUMF).
- P70. MM TT-2: On-site traffic signing and striping shall be implemented in conjunction with detailed construction plans for the Project site. Sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Moreno Valley sight distance standards at the time of preparation of final grading, landscape and street improvement plans.
- P71. MM AQ-14: To the extent not in conflict with code or other legal requirements (including any requirements of the Americans With Disabilities Act or other similar requirements), the Developer shall designate a minimum of ten (10) parking spaces for alternatively fueled vehicles (including electric, natural gas, and hybrid vehicles) in locations closest to the main building entries. A minimum of two (2) of these spaces shall be equipped with quick charge electric facilities.
- P72. MM AQ-15: Developer shall use concrete instead of asphalt in the parking lot.
- P73. MM AQ-16: Yard maintenance/ landscaping crews shall utilize only electric or CARB equipment certified to current standards.
- P74. MM TT -3: Developer shall implement the site design features represented on the approved site plan that strongly encourage the use of the designated truck route for the facility on Cactus Avenue between the Project and I-215. Specifically, Developer shall include curb cuts and signage directing trucks to this designated truck route that meet City standards and are subject to approval by City Engineer.
- P75. MM HRA 1: The truck access gates and loading docks within the truck court on the Project site shall be posted with signs which state:
a) Truck drivers shall turn off engines when not in use;
b) Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and
c) Telephone numbers of the building facilities manager and the CARB to report violations.
- P76. MM HRA 2: Site design shall allow for trucks to check-in within the facility

area to prevent queuing of trucks outside the facility.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building and Safety Division as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING.

B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include “as built” plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed “Waste Management Plan” (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA13-0030 (Plot Plan) / PA13-0031 (Change of Zone) / PA13-0054 (TPM 36625)
APNs: 297-140-037 through 297-140-042

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

- LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)
- LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.
- LD3. (G) It is understood that the tentative map/master plot plan/plot plan/conditional use permit correctly shows all existing easements, traveled ways, and drainage courses,

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and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

- LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)
- LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.
- LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:
- (a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.
 - (b) Observance of working hours as stipulated on permits issued by the Public Works Department.
 - (c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.
 - (d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been

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determined that all operations and activities are in conformance with these conditions.

- LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)
- LD8. (G) Public drainage easements, when required, shall be a minimum of 25 feet wide and shall be shown on the map and plan, and noted as follows: "Drainage Easement – no structures, obstructions, or encroachments by land fills are allowed." In addition, the grade within the easement area shall not exceed a 3:1 (H:V) slope, unless approved by the City Engineer.
- LD9. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.
- LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

- LD11. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.
- LD12. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:
- a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary

drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

- b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.
- c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.
- d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)
- e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD13. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD14. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

- a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
- b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

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- c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
- d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
- e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

- LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department.

- LD17. (GPA) Prior to the grading plan approval, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted for review at the same time of grading plan submittal. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans or precise grading plans if a rough grading plan is not required. This shall be confirmation that a project-specific F-WQMP approval has been obtained. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disc (PDF) prior to grading plan approval.

- LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

- LD19. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request.

- LD20. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

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- LD21. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.
- LD22. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.
- LD23. (GP) Prior to issuance of a grading permit, if the project does not involve the subdivision of land and if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer.
- LD24. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)
- LD25. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project. (MC 8.21.070)
- LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the implementation and maintenance of erosion control measures required as a condition of approval of the project. At least twenty-five (25) percent of the required security shall be in cash and shall be deposited with the City. (MC 8.21.160)
- LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

- LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

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- LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.
- LD30. (MR) Prior to recordation of the map, if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer. This approval must be obtained prior to the Developer submitting a Phasing Plan to the California State Department of Real Estate.
- LD31. (MR) Prior to recordation of the map, if applicable, the developer shall have all street names approved by the City Engineer. (MC 9.14.090)

Prior to Improvement Plan Approval or Construction Permit

- LD32. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.
- LD33. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)
- LD34. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.
- LD35. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.
- LD36. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:
- a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

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- b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)
- c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)
- d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)
- e. All reverse curves shall include a minimum tangent of one hundred (100) feet in length.

LD37. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD38. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD39. (IPA) Prior to approval of the improvement plans, the developer shall pothole to determine the exact location of existing underground utilities. The improvement plans shall be designed based on the pothole field investigation results. The developer shall coordinate with all affected utility companies and bear all costs of utility relocations.

LD40. (IPA) Prior to approval of the improvement plans, all dry and wet utility crossings shall be potholed to determine actual elevations. Any conflicting utilities shall be identified and addressed on the plans. The pothole survey data shall be submitted with the street improvement plans for reference purposes.

LD41. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps

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in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

- LD42. (IPA) Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)
- LD43. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)
- LD44. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)
- LD45. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)
- LD46. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.
- LD47. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in digital format (PDF) to the Land Development Division of the Public Works Department.

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LD48. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD49. (BP) Prior to issuance of building permits for non-subdivision projects, the final/parcel map shall be recorded.

LD50. (BP) Prior to issuance of building permits for non-subdivisions, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD51. (BP) Prior to issuance of building permit for a non-subdivision project, the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD52. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD53. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

- a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
- b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
- c. The vendor(s) that the applicant proposes to use to haul the materials.
- d. Facility(s) the materials will be hauled to, and their expected diversion rates.
- e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

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Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System (**NPDES**) as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

- a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
 - i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
 - ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
- b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD56. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

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LD57. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

- a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.
- b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.
- c. City-owned utilities.
- d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.
- e. Under grounding of existing and proposed utility lines less than 115,000 volts.
- f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

LD61. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

- a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)
- b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

LD62. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD63. Prior to rough grading plan approval, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD64. Prior to Rough Grading Plan Approval, the Applicant shall prepare and submit for approval of an F-WQMP. The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; “Water Quality Management Plan: A Guidance Document for the Santa Ana Region of Riverside County” dated October 22, 2012. At a minimum, the F-WQMP shall include the following: storm water BMPs, LID Principles, Source Control BMPs, Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

- a. All proposed LID BMP's shall be designed in accordance with the RCFC&WCD's Design Handbook for Low Impact Development Best Management Practices, dated September 2011.
- b. The proposed LID BMP's as identified in the project-specific P-WQMP shall be incorporated into the Final WQMP.
- c. The Applicant has proposed to incorporate the use of bio-swales. Final design and sizing details of all BMPs must be provided in the first submittal of the F-WQMP, per the Special Project Conditions listed above. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance document.
- d. The Applicant shall substantiate all applicable Hydrologic Condition of Concern (HCOC) issues in the first submittal of the F-WQMP.
- e. The NPDES notes per City Standard Drawing No. 711 shall be included in grading plans.
- f. Post-construction treatment control BMPs, once placed into operation for post-construction water quality control, shall not be used to treat runoff from construction sites or unstabilized areas of the site.

LD65. Prior to precise grading plan approval, emergency overflow area(s) shall be shown at all applicable drainage improvement locations in the event that the drainage improvement fails or exceeds full capacity. This may include, but not be limited to, an emergency spillway in the proposed detention basin(s).

LD66. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD67. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov).

LD68. Prior to issuance of a building permit, the precise grading plans shall be approved.

LD69. Prior to parcel map approval and issuance of a building permit, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

- a. Elsworth Street (88'RW/64'CC) shall be constructed per City Standard No. MVSI-105A-0 (previously Standard Plan No. 105A) for a Minor Arterial to half-width plus an additional 18 feet west of the centerline, along the entire project's west frontage. Improvements include, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, 24 inch minimum size storm drain to convey on-site flows to public drainage structures, signing and striping, any necessary offsite improvement transition/joins to existing improvements, streetlights, pedestrian ramps and cross gutter and spandrel.
- b. Newhope Street (76'RW/56'CC) shall be constructed per City Standard No. MVSI-106A-0 (previously Standard No. 106) for an Industrial Collector. Remaining improvements to be constructed by this developer include, but are not limited to, sidewalk, street lights, driveway approaches, dry and wet utilities.
- c. Veterans Way (76'RW/56'CC) shall be constructed per City Standard No. MVSI-106A-0 (previously Standard No. 106) for an Industrial Collector. Remaining improvements to be constructed by this developer include, but are not limited to, driveway approaches, 24 inch minimum size storm drain to convey on-site flows to public storm drain system, signing and striping, and dry and wet utilities.
- d. Driveway approaches shall be constructed per City Standard No. 118C, as modified by the approved Conceptual Grading Plans, at the southwest and southeast entrances. All other driveway approaches shall be constructed per Standard 118C unmodified. No decorative pavers shall be placed within the public right-of-way.
- e. Pavement core samples of existing pavement may be taken along Elsworth Street and findings submitted to the City for review and consideration of a lesser width of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing

pavement section is found to be adequate, then a lesser width than that specified above for street pavement improvements may be allowed, as approved by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall construct the streets to the limits as listed above.

- f. The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines.
- g. The developer shall schedule a walk through with a Public Works Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements including handicap access ramps that do not meet current City standards. The applicant shall post security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.

LD70. Prior to occupancy, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement, for Elsworth Street, to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD71. Prior to occupancy, the applicant shall, demonstrate:

- a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications;
- b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications;

- c. That the applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and
- d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA13-0030 (Plot Plan for a 373,030 sq ft warehouse)
APNs: 297-140-037, -038, -039, -040, -041, and -042
10.09.13

FINANCIAL & MANAGEMENT SERVICES DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA13-0030**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Financial & Management Services Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

- SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual parcel taxes for Zone A and Zone C for operations and capital improvements.
- SD-2 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.
- SD-3 The ongoing maintenance of any landscaping required to be installed behind the curb on **Elsworth Street, New Hope Drive, and Veterans Way** shall be the responsibility of the property owner.
- SD-4 Street light Authorization forms, for all street lights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to street light installation. The Street light

Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Building Permit Issuance

- SD-5 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)
- SD-6 *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)
- SD-7 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) street lights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of street lights to be accepted into the CSD Zone B and/or Zone C programs.

Any change in the project which may increase the number of street lights to be installed will require payment of additional Advanced Energy fees at the then current fee.

- SD-8 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA13-0030, 0031, 0054

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Transportation Engineering Division – Conditions of Approval

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

- TE1. Elsworth Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. MVSI-105A-0. The minimum T.I. shall be 10 in the design of the pavement. All other improvements to the roadway shall be per City standards.**
- TE2. Newhope Street is classified as an Industrial Collector Street (78' RW/56' CC) per City Standard Plan No. MVSI-106A-0. Any improvements to the roadway shall be per City standards.**
- TE3. Veteran's Way is classified as an Industrial Collector Street (78' RW/56' CC) per City Standard Plan No. MVSI-106A-0. Any improvements to the roadway shall be per City standards.**
- TE4. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. MVSI-112C-0 for commercial driveway approach. Driveways serving trucks shall have a radius of 50', or as approved by the City Traffic Engineer.
- TE5. Each gated entrance shall be provided with the following, or as approved by the City Traffic Engineer:
- a) A storage lane with a minimum of 75 feet queuing length for entering traffic.
 - b) Signing and striping.

All of these features must be kept in working order.

- TE6. Conditions of approval may be modified or added if a modified plan is submitted for this development.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

- TE7. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.
- TE8. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.
- TE9. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. MVSI-164A-0 through MVSI-164C-0.

PRIOR TO BUILDING PERMIT

- TE10. **(BP) Prior to the issuance of Building Permit, the project applicant shall make a fair-share payment to the City of Moreno Valley for improvements to the Cactus Avenue at Elsworth Street intersection. The fair-share payment shall be based upon the findings in the project Traffic Study and an engineer's estimate that will include but not be limited to curb and gutter, pavement, pedestrian access ramp construction/reconstruction, modified signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc.**

PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL

- TE11. (CO) Prior to issuance of Certificate of Occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM

- TE12. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

FIRE PREVENTION BUREAU

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

Standard Conditions

- F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.
- F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**
- F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)
- F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2, MVMC 9.15.030)

CONDITIONS OF APPROVAL
PA13-0030 (Plot Plan)
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- F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)
- F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)
- F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)
- F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])
- F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])
- F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)
- F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)
- F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:
 - a) Be signed by a registered civil engineer or a certified fire protection engineer;
 - b) Contain a Fire Prevention Bureau approval signature block; and
 - c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

CONDITIONS OF APPROVAL
PA13-0030 (Plot Plan)
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Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

- F13. Prior to issuance of Certificate of Occupancy or Building Final, “Blue Reflective Markers” shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)
- F14. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)
- F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)
- F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)
- F17. Prior to issuance of a Certificate of Occupancy or Building Final, a “Knox Box Rapid Entry System” shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)
- F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 105)

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- F19. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)
- F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.
- F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)
- F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)
- F23. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.
- F24. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.

CONDITIONS OF APPROVAL
PA13-0030 (Plot Plan)
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- F25. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)
- F26. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:
- a) Storage and use areas;
 - b) Maximum amount of each material stored or used in each area;
 - c) Range of container sizes;
 - d) Locations of emergency isolation and mitigation valves and devices;
 - e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
 - f) On and off positions of valves for valves which are of the self-indicating type;
 - g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
 - h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

- F27. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Chapter 27)
- F28. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)

- F29. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)
- F30. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)
- F31. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)
- F32. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)
- F33. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)
- F34. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

Special Conditions

- F35. **Change notes to change gates to electronically operated by a Knox key switch from the current language which reads automatically operated and locked by a Knox padlock.**

POLICE DEPARTMENT

Note: All Special conditions are in **bold** lettering. All other conditions are standard to all or most development projects

Standard Conditions

- PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)
- PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:
- a. The name (if applicable) and address of the development.
 - b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)
- PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community and Economic Development Department - Building Division for routing to the Police Department. (DC 9.08.080)
- PD4. Addresses needs to be in plain view visible from the street and visible at night. It needs to have a backlight, so the address will reflect at night or a lighted address will be sufficient.
- PD6. All rear exterior doors should have an overhead low sodium light or a light comparable to the same.
- PD7. The exterior of the building should have high-pressure sodium lights and or Metal halide lights installed and strategically placed throughout the exterior of the building. The parking lots should have adequate lighting to insure a safe environment for customers and or employees.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA13-0030 & PA13-0031

PUBLIC WORKS DEPARTMENT

Moreno Valley Utility

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA13-00030 and PA13-0031; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

PRIOR TO ENERGIZING MVU ELECTRIC UTILITY SYSTEM AND CERTIFICATE OF OCCUPANCY

MVU-1 (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU-2 (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution:** Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent

with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system.

- MVU-3 This project is subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. Payment(s) shall be required prior to issuance of building permit(s).

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**CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA13-0054 TENTATIVE PARCEL MAP
APN(s): 297-140-037, 038, 039, 040, 041, and 042**

APPROVAL DATE: **May 13, 2014**
EXPIRATION DATE: **May 13, 2017**

- X** **Planning (P), including School District (S), Post Office (PO), Building (B)**
- X** **Public Works, Land Development (LD)**
- X** **Public Works, Special Districts (SD)**
- X** **Public Works – Transportation Engineering (TE)**
- X** **Fire Prevention Bureau (F)**
- X** **Police (PD)**
- X** **Moreno Valley Utilities**

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

GENERAL CONDITIONS

- P1. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.
- P2. Tentative Parcel Map 36625 (PA13-0054) shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

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- P3. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department -Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. (MC 9.14.020)
- P4. A drought tolerant, low water using landscape palette shall be utilized throughout the tract to the extent feasible.
- P5. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)
- P6. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
- P7. All site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.

PRIOR TO GRADING

- P8. (GP) Prior to approval of any grading permit, the developer shall submit a tree plan to the Planning Division for review and approval. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community & Economic Development Director or designee. (GP Objective 4.4, 4.5, DG)
- P9. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)
- P10. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P11. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented.
(GP Objective 23.3, DG, CEQA).

P12. (GP) Prior to the issuance of grading permits, a pre-construction Burrowing Owl survey shall be completed with written documentation provided to the Planning Division. The survey shall be completed in accordance with the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Area.

P13. **(GP) Prior to issuance of grading permits, plans for any security gate system shall be submitted to the Planning Division for review and approval.**

P14. **(GP) Prior to the issuance of grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project or tentative map approval. No City permit or approval shall be issued until such fee is paid. (CEQA)**

P15. **MM AQ-2: The construction contract with the general contractor for the Project shall require that all off-road equipment with a horsepower rating of 25 hp or greater used on the Project site during the construction of the Project will meet a minimum Tier III rating.**

- P16. **MM BIO-1: A burrowing owl pre-construction survey shall be conducted by a qualified biologist within 30 days prior to ground disturbance to avoid impacts to the species. Should burrowing owls and/or occupied nests be detected on the property, the nests will be avoided and protective measures as recommended by the qualified biologist will be implemented.**
- P17. **MM BIO-2: Within 30 days prior to ground disturbance, a pre-construction survey of any shrubs on-site shall be conducted by a qualified biologist to determine if any migratory bird nests exist and are occupied. Should occupied nests be detected on the property, the nests will be avoided and protective measures as recommended by the qualified biologist will be implemented.**

PRIOR TO RECORDATION OF FINAL MAP

- P31. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

PRIOR TO BUILDING PERMIT

- P39. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)
- P40. (BP) Prior to issuance of building permits, final front and street side yard landscape and irrigation plans, and slope landscape plans and basin landscape plans, shall be approved.

PRIOR TO CERTIFICATE OF OCCUPANCY

- P41. (CO) Prior to the issuance of Certificates of Occupancy or building final, slope landscape and irrigation shall be installed. Landscaping on lots not yet having dwelling units shall be maintained by the developer weed and disease free. (MC 9.03.040)
- P42. **(CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed per the approved plans on file in the Planning Division. (MC 9.080.070)**

Building and Safety Division

- B-1 The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.
- B-2 Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include “as built” plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time (*applies only to commercial, industrial, and multi-family projects*).
- B-3 All projects that will be serviced by a private sewage disposal system shall obtain approval from the Riverside County Environmental Health Department prior to submitting plans to the Building Department.
- B-4 (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed “Waste Management Plan” (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

- S-1. (BP) Prior to issuance of building permits, the developer shall provide to the Community & Economic Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

- PO-1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.
- a. The developer’s name, address, and a 24-hour emergency

telephone number. (DC 9.08.080)

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA13-0030 (Plot Plan) / PA13-0031 (Change of Zone) / PA13-0054 (TPM 36625)
APNs: 297-140-037 through 297-140-042

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

- LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)
- LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.
- LD3. (G) It is understood that the tentative map/master plot plan/plot plan/conditional use permit correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

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- LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)
- LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.
- LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:
- (a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.
 - (b) Observance of working hours as stipulated on permits issued by the Public Works Department.
 - (c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.
 - (d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

- LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)
- LD8. (G) Public drainage easements, when required, shall be a minimum of 25 feet wide and shall be shown on the map and plan, and noted as follows: “Drainage Easement – no structures, obstructions, or encroachments by land fills are allowed.” In addition, the grade within the easement area shall not exceed a 3:1 (H:V) slope, unless approved by the City Engineer.
- LD9. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.
- LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

- LD11. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.
- LD12. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:
- a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

- b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.
- c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.
- d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)
- e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD13. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD14. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

- a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
- b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
- c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
- d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and

- e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

- LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department.

- LD17. (GPA) Prior to the grading plan approval, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted for review at the same time of grading plan submittal. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans or precise grading plans if a rough grading plan is not required. This shall be confirmation that a project-specific F-WQMP approval has been obtained. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disc (PDF) prior to grading plan approval.

- LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

- LD19. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request.

- LD20. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

- LD21. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

- LD22. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in

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slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

- LD23. (GP) Prior to issuance of a grading permit, if the project does not involve the subdivision of land and if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer.
- LD24. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)
- LD25. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project. (MC 8.21.070)
- LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the implementation and maintenance of erosion control measures required as a condition of approval of the project. At least twenty-five (25) percent of the required security shall be in cash and shall be deposited with the City. (MC 8.21.160)
- LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

- LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.
- LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

- LD30. (MR) Prior to recordation of the map, if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer. This approval must be obtained prior to the Developer submitting a Phasing Plan to the California State Department of Real Estate.
- LD31. (MR) Prior to recordation of the map, if applicable, the developer shall have all street names approved by the City Engineer. (MC 9.14.090)

Prior to Improvement Plan Approval or Construction Permit

- LD32. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.
- LD33. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)
- LD34. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.
- LD35. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.
- LD36. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:
- a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.
 - b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)
 - c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

- d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)
- e. All reverse curves shall include a minimum tangent of one hundred (100) feet in length.

LD37. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD38. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD39. (IPA) Prior to approval of the improvement plans, the developer shall pothole to determine the exact location of existing underground utilities. The improvement plans shall be designed based on the pothole field investigation results. The developer shall coordinate with all affected utility companies and bear all costs of utility relocations.

LD40. (IPA) Prior to approval of the improvement plans, all dry and wet utility crossings shall be potholed to determine actual elevations. Any conflicting utilities shall be identified and addressed on the plans. The pothole survey data shall be submitted with the street improvement plans for reference purposes.

LD41. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD43. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each

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direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD44. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD45. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD46. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD47. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in digital format (PDF) to the Land Development Division of the Public Works Department.

LD48. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD49. (BP) Prior to issuance of building permits for non-subdivision projects, the final/parcel map shall be recorded.

LD50. (BP) Prior to issuance of building permits for non-subdivisions, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

- LD51. (BP) Prior to issuance of building permit for a non-subdivision project, the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)
- LD52. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of “Blue-top” markers installed by a registered land surveyor or licensed engineer.
- LD53. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:
- a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
 - b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
 - c. The vendor(s) that the applicant proposes to use to haul the materials.
 - d. Facility(s) the materials will be hauled to, and their expected diversion rates.
 - e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

- LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.
- LD55. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System (**NPDES**) as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

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- a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
 - i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
 - ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
- b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD56. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

- a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.
- b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.
- c. City-owned utilities.

- d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.
- e. Under grounding of existing and proposed utility lines less than 115,000 volts.
- f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

LD61. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

- a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)
- b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

LD62. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD63. Prior to rough grading plan approval, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD64. Prior to Rough Grading Plan Approval, the Applicant shall prepare and submit for approval of an F-WQMP. The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; “Water Quality Management Plan: A Guidance Document for the Santa Ana Region of Riverside County” dated October 22, 2012. At a minimum, the F-WQMP shall include the following: storm water BMPs, LID Principles, Source Control BMPs, Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

- a. All proposed LID BMP’s shall be designed in accordance with the RCFC&WCD’s Design Handbook for Low Impact Development Best Management Practices, dated September 2011.**
- b. The proposed LID BMP’s as identified in the project-specific P-WQMP shall be incorporated into the Final WQMP.**
- c. The Applicant has proposed to incorporate the use of bio-swales. Final design and sizing details of all BMPs must be provided in the first submittal of the F-WQMP, per the Special Project Conditions listed above. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance document.**
- d. The Applicant shall substantiate all applicable Hydrologic Condition of Concern (HCOC) issues in the first submittal of the F-WQMP.**
- e. The NPDES notes per City Standard Drawing No. 711 shall be included in grading plans.**
- f. Post-construction treatment control BMPs, once placed into operation for post-construction water quality control, shall not be used to treat runoff from construction sites or unstabilized areas of the site.**

- LD65.** Prior to precise grading plan approval, emergency overflow area(s) shall be shown at all applicable drainage improvement locations in the event that the drainage improvement fails or exceeds full capacity. This may include, but not be limited to, an emergency spillway in the proposed detention basin(s).
- LD66.** Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.
- LD67.** Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice’s “ADA Standards for Accessible Design”, Excerpt from 28 CFR Part 36. (www.usdoj.gov).
- LD68.** Prior to issuance of a building permit, the precise grading plans shall be approved.
- LD69.** Prior to parcel map approval and issuance of a building permit, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.
- a. Elsworth Street (88’RW/64’CC) shall be constructed per City Standard No. MVSI-105A-0 (previously Standard Plan No. 105A) for a Minor Arterial to half-width plus an additional 18 feet west of the centerline, along the entire project’s west frontage. Improvements include, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, 24 inch minimum size storm drain to convey on-site flows to public drainage structures, signing and striping, any necessary offsite improvement transition/joins to existing improvements, streetlights, pedestrian ramps and cross gutter and spandrel.
 - b. Newhope Street (76’RW/56’CC) shall be constructed per City Standard No. MVSI-106A-0 (previously Standard No. 106) for an Industrial Collector. Remaining improvements to be constructed by this developer include, but are not limited to, sidewalk, street lights, driveway approaches, dry and wet utilities.

- c. **Veterans Way (76’RW/56’CC) shall be constructed per City Standard No. MVS1-106A-0 (previously Standard No. 106) for an Industrial Collector. Remaining improvements to be constructed by this developer include, but are not limited to, driveway approaches, 24 inch minimum size storm drain to convey on-site flows to public storm drain system, signing and striping, and dry and wet utilities.**
 - d. **Driveway approaches shall be constructed per City Standard No. 118C, as modified by the approved Conceptual Grading Plans, at the southwest and southeast entrances. All other driveway approaches shall be constructed per Standard 118C unmodified. No decorative pavers shall be placed within the public right-of-way.**
 - e. **Pavement core samples of existing pavement may be taken along Elsworth Street and findings submitted to the City for review and consideration of a lesser width of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement section is found to be adequate, then a lesser width than that specified above for street pavement improvements may be allowed, as approved by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall construct the streets to the limits as listed above.**
 - f. **The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines.**
 - g. **The developer shall schedule a walk through with a Public Works Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements including handicap access ramps that do not meet current City standards. The applicant shall post security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.**
- LD70. Prior to occupancy, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement, for Elsworth Street, to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this**

agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD71. Prior to occupancy, the applicant shall, demonstrate:

- a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications;**
- b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications;**
- c. That the applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and**
- d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.**

**CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA13-0054 (TPM 36625 to merge six parcels into one)
APNs: 297-140-037, -038, -039, -040, -041, and -042**

FINANCIAL & MANAGEMENT SERVICES DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **P13-0054**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Financial & Management Services Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

- SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual parcel taxes for Zone A and Zone C for operations and capital improvements.
- SD-2 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.
- SD-3 The ongoing maintenance of any landscaping required to be installed behind the curb on **Elsworth Street, New Hope Drive, and Veterans Way** shall be the responsibility of the property owner.

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- SD-4 Street light Authorization forms, for all street lights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to street light installation. The Street light Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Recordation of Final Map

- SD-5 (R) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map. (California Government Code)
- SD-6 *Commercial* (R) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code)
- SD-7 (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

Prior to Building Permit Issuance

- SD-8 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) street lights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of street lights to be accepted into the CSD Zone B and/or Zone C programs.

Any change in the project which may increase the number of street lights to be installed will require payment of additional Advanced Energy fees at the then current fee.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA13-0030, 0031, 0054

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Transportation Engineering Division – Conditions of Approval

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

- TE1. Elsworth Street is classified as a Minor Arterial (88' RW/64' CC) per City Standard Plan No. MVSI-105A-0. The minimum T.I. shall be 10 in the design of the pavement. All other improvements to the roadway shall be per City standards.**
- TE2. Newhope Street is classified as an Industrial Collector Street (78' RW/56' CC) per City Standard Plan No. MVSI-106A-0. Any improvements to the roadway shall be per City standards.**
- TE3. Veteran's Way is classified as an Industrial Collector Street (78' RW/56' CC) per City Standard Plan No. MVSI-106A-0. Any improvements to the roadway shall be per City standards.**
- TE4. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. MVSI-112C-0 for commercial driveway approach. Driveways serving trucks shall have a radius of 50', or as approved by the City Traffic Engineer.
- TE5. Each gated entrance shall be provided with the following, or as approved by the City Traffic Engineer:
- a) A storage lane with a minimum of 75 feet queuing length for entering traffic.
 - b) Signing and striping.
- All of these features must be kept in working order.
- TE6. Conditions of approval may be modified or added if a modified plan is submitted for this development.

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PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

- TE7. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.
- TE8. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.
- TE9. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. MVSI-164A-0 through MVSI-164C-0.

PRIOR TO BUILDING PERMIT

- TE10. **(BP) Prior to the issuance of Building Permit, the project applicant shall make a fair-share payment to the City of Moreno Valley for improvements to the Cactus Avenue at Elsworth Street intersection. The fair-share payment shall be based upon the findings in the project Traffic Study and an engineer's estimate that will include but not be limited to curb and gutter, pavement, pedestrian access ramp construction/reconstruction, modified signing and striping, removal and installation of pedestrian signal heads, removal and installation of pedestrian push buttons, etc.**

PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL

- TE11. (CO) Prior to issuance of Certificate of Occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM

- TE12. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

FIRE PREVENTION BUREAU

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

Standard Conditions

- F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.
- F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**
- F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)
- F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2, MVMC 9.15.030)

- F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)
- F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)
- F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)
- F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])
- F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])
- F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)
- F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)
- F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:
 - a) Be signed by a registered civil engineer or a certified fire protection engineer;
 - b) Contain a Fire Prevention Bureau approval signature block; and
 - c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

- F13. Prior to issuance of Certificate of Occupancy or Building Final, “Blue Reflective Markers” shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)
- F14. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)
- F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)
- F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)
- F17. Prior to issuance of a Certificate of Occupancy or Building Final, a “Knox Box Rapid Entry System” shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)
- F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 105)

- F19. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)
- F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.
- F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)
- F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)
- F23. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.
- F24. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.

- F25. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)
- F26. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:
- a) Storage and use areas;
 - b) Maximum amount of each material stored or used in each area;
 - c) Range of container sizes;
 - d) Locations of emergency isolation and mitigation valves and devices;
 - e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
 - f) On and off positions of valves for valves which are of the self-indicating type;
 - g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
 - h) Site plan showing all adjacent/neighborhood structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

- F27. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Chapter 27)
- F28. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)
- F29. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)

- F30. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)
- F31. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)
- F32. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)
- F33. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)
- F34. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

Special Conditions

- F35. **Change notes to change gates to electronically operated by a Knox key switch from the current language which reads automatically operated and locked by a Knox padlock.**

POLICE DEPARTMENT

Note: All Special conditions are in **bold** lettering. All other conditions are standard to all or most development projects

Standard Conditions

- PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)
- PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:
- a. The name (if applicable) and address of the development.
 - b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)
- PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community and Economic Development Department - Building Division for routing to the Police Department. (DC 9.08.080)
- PD4. Addresses needs to be in plain view visible from the street and visible at night. It needs to have a backlight, so the address will reflect at night or a lighted address will be sufficient.
- PD6. All rear exterior doors should have an overhead low sodium light or a light comparable to the same.
- PD7. The exterior of the building should have high-pressure sodium lights and or Metal halide lights installed and strategically placed throughout the exterior of the building. The parking lots should have adequate lighting to insure a safe environment for customers and or employees.

**CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA13-0030 & PA13-0031**

PUBLIC WORKS DEPARTMENT

Moreno Valley Utility

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA13-00030 and PA13-0031; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

PRIOR TO ENERGIZING MVU ELECTRIC UTILITY SYSTEM AND CERTIFICATE OF OCCUPANCY

MVU-1 (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU-2 (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution:**
Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said

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Resolution No. 2014-15
Date Adopted: May 13, 2014

agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

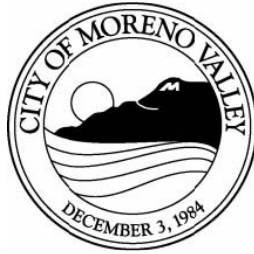
The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system.

MVU-3 This project is subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. Payment(s) shall be required prior to issuance of building permit(s).

**Mitigation Monitoring and Reporting Program
Shaw Development Company
Moreno Valley Distribution Center**

PA13-0030 (Plot Plan)
PA13-0031 (Change of Zone)
PA13-0054 (Tentative Parcel Map 36625)



City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92552

March 2014

INTRODUCTION

CEQA Requirements

The California Environmental Quality Act (CEQA) requires that when a public agency completes an environmental document that includes measures to mitigate or avoid significant environmental effects, the public agency must adopt a Mitigation Monitoring and Reporting Program (MMRP) for the changes to the project that it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The appropriate reporting or monitoring plan must be designed to ensure compliance during project implementation (Public Resources Code Section 21081.6). The Planning Division will coordinate the project monitoring of the mitigation measures with each applicable department or division, while various City departments/divisions would be responsible for monitoring and verifying compliance of specific mitigation measures. (See Mitigation Monitoring and Reporting Summary Chart beginning on page 4.) Monitoring will include: 1) verification that each mitigation measure has been implemented; 2) recordation of the actions taken to implement each mitigation measure; and 3) retention of records in the project file.

Program Objectives

The objectives of the MMRP for the Proposed Project include the following:

- To provide assurance and documentation that mitigation measures are implemented as planned;
- To collect analytical data to assist City administration in its determination of the effectiveness of the adopted mitigation measures;
- To report periodically regarding project compliance with mitigation measures, performance standards and/or other conditions; and
- To make available to the public, upon request, the City record of compliance with project mitigation measures.

Overview of the Project

The Proposed Project entails the construction and operation of an approximate 366,698 square-foot warehouse on approximately 16.07 acres at the southeast corner of Elsworth Street and New Hope Street in the City of Moreno Valley. Three discretionary actions are required on the part of the City to approve the Project. The approval of Tentative Parcel Map 36625 is requested to consolidate six parcels into one parcel to accommodate development of the Warehouse Project. Approval of the project Plot Plan is necessary to ensure compatibility with the City's General Plan and Development Code. The Project Applicant also seeks approval of a zone change from BP (Business Park District) to LI (Light Industrial District).

The following describes the various sections of the MMRP:

- **Introduction** - Provides an overview of CEQA's monitoring and reporting requirements, program objectives, the project for which the program has been prepared, and the manner in which the mitigation-monitoring program has been organized.

- **Description of Plan** - Describes the City entities responsible for implementation of the mitigation monitoring plan, the plan scope, procedures for monitoring and reporting, public availability of documents, the process for making changes to the program, types of mitigation measures, and the manner in which monitoring will be coordinated to ensure implementation of mitigation measures.
- **Mitigation Monitoring and Reporting Summary** – Identifies the mitigation measures, responsible entities, and the timing for monitoring and reporting for each mitigation measure included in the plan.

DESCRIPTION OF PLAN

Mitigation Monitoring Procedures

This MMRP delegates responsibilities for monitoring the project, and allows responsible City entities flexibility and discretion in determining how best to monitor implementation. Monitoring procedures will vary according to the type of mitigation measure. The timing for monitoring and reporting is described in the “Mitigation Monitoring and Reporting Summary” table included as part of this program. Adequate monitoring consists of demonstrating that monitoring procedures took place and that mitigation measures were implemented.

In order to enhance the effectiveness of the monitoring program, the City will utilize existing systems where appropriate. For instance, with any major construction project, the administration generally has at least one inspector assigned to monitor project construction. These inspectors are familiar with a broad range of regulatory issues and will provide first line oversight for much of the monitoring program. Responsibilities of City include identification of typical mitigation measure-related issues such as noisy equipment, dust, safety problems, etc. Problems are generally corrected through directions to the contractors, or through other appropriate, established mechanisms. Internal reporting procedures are already in place at the City to document any problems and to address broader implementation issues.

Reporting Procedures

The Planning Division is responsible for monitoring and implementing the mitigation measures included in this monitoring plan. Reporting consists of establishing a record that a mitigation measure is being implemented, and generally involves the following steps:

The Planning Division distributes reporting forms to the appropriate City Department (as indicated on the Mitigation Monitoring and Reporting forms) or employs the office’s existing reporting process for verification of compliance.

Responsible entities verify compliance by signing the monitoring and reporting form and/or documenting compliance using their own internal procedures when monitoring is triggered.

Responsible entities provide the City with verification that monitoring has been conducted and ensure, as applicable, that mitigation measures have been implemented. The reporting forms prepared by the City document the implementation status of mitigation measures of the project.

The progress reports describe the monitoring status of all project mitigation measures. Project reporting forms and periodic status reports will be available at the City.

Public Availability

All monitoring reporting forms, summaries, data sheets, and correction instructions related to the Mitigation Monitoring and Reporting Program for the Shaw Development Company Distribution Center will be available for public review upon request at the City of Moreno Valley Department of Public Works offices during normal business hours.

Program Changes

If minor changes are required to the MMRP, they can be made in accordance with CEQA and can be permitted after further review by the City. Such changes could include reassignment of monitoring and reporting responsibilities and/or redesign to make any appropriate improvements. No change would be permitted unless the Mitigation Monitoring Program continues to satisfy the requirements of Public Resources Code Section 21081.6.

Types of Mitigation Measures Being Monitored

The Final Mitigated Negative Declaration for the Shaw Development Company Moreno Valley Distribution Center is a “project specific” and “cumulative” evaluation as defined in the CEQA Guidelines. The Final Mitigated Negative Declaration recommends project specific and cumulative mitigation measures to reduce impacts related to air quality, biological resources, and traffic/transportation service systems. Compliance with the referenced mitigation measures will be demonstrated through the administrative controls over project planning and implementation. The monitoring will be accomplished as described previously under “Reporting Procedures” through verification and certification by City staff.

In general, implementation of the MMRP will require the following actions:

- Appropriate mitigation measures will be included in construction documents.
- Departments with reporting responsibilities will review the Final Mitigated Negative Declaration, which provides general background information on the reasons for including specified mitigation measures.
- Problems or exceptions to compliance will be addressed by the City as appropriate.
- Periodic meetings may be held during project implementation to report on compliance with mitigation measures.

Mitigation Measure	Responsible Party	Verification of Compliance	Timing	Start Date	Finish Date	Monitoring	
						Date	Monitor
Air Quality							
<p>MM AQ-1</p> <p>The following measures shall be incorporated into Project plans and specifications as implementation of Rule 403:</p> <ul style="list-style-type: none"> • All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions. • The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three (3) times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the midmorning, afternoon, and after work is done for the day. • The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less 	Construction Supervisor	Building and Safety Division	As necessary during construction/grading activities				
<p>MM AQ-2</p> <p>The construction contract with the general contractor for the Project shall require that all off-road equipment with a horsepower rating of 25 hp or greater used on the Project site during the construction of</p>	Construction Supervisor	Building and Safety Division	Prior to Grading Plan approval				

Mitigation Measure	Responsible Party	Verification of Compliance	Timing	Start Date	Finish Date	Monitoring	
						Date	Monitor
the Project will meet a minimum Tier III rating.							
MM AQ-3 Only “Zero-Volatile Organic Compounds” paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.	Construction Supervisor	Building and Safety Division	As necessary during construction activities				
MM AQ-4 Diesel-powered portable generators shall not be used during the construction of the Project.	Construction Supervisor	Building and Safety Division	Prior to issuance of Certificate of Occupancy				
MM AQ-5 Signage will be provided at all Project entrances which states: diesel trucks servicing the project shall not idle for more than 5 minutes; and telephone numbers of the building facilities manager and the California Air Resources Board to report violations at locations. The signs must be of a size to be easily readable from the street.	Construction Supervisor	Planning Division	Prior to issuance of Certificate of Occupancy				

Mitigation Measure	Responsible Party	Verification of Compliance	Timing	Start Date	Finish Date	Monitoring	
						Date	Monitor
<p>MM AQ-6 Developer shall design and construct the roof of the building to accommodate a maximally sized photovoltaic solar array, taking into consideration limitations imposed by other rooftop equipment, building and fire code requirements, and other physical or legal limitations. Developer shall install a 14.4 kWp AC solar system.</p>	Building Architect	Building and Safety Division	Prior to issuance of Grading Permit				
<p>MM AQ-7 If refrigerated trucks are to be used on the premises, the Applicant shall install plug-ins sufficient to accommodate all refrigerated units.</p>	Operations Manager	Planning Division	Prior to issuance of Certificate of Occupancy				
<p>MM AQ-8 Developer shall use only native or drought tolerant landscaping on the Project subject to City approval pursuant to City of Moreno Valley planning and zoning requirements. Shade trees such as sycamore or similar type trees shall be used in the parking areas to achieve 50 % coverage of passenger vehicle parking areas. No palm trees shall be planted.</p>	Landscape Architect	Planning Division	Prior to issuance of Certificate of Occupancy				
<p>MM AQ-9 Upon and following occupancy of the Project, no diesel-powered “yard goats,” hostler or forklifts shall be permitted.</p>	Facility Manager	Planning Division	Prior to issuance of Certificate of Occupancy				

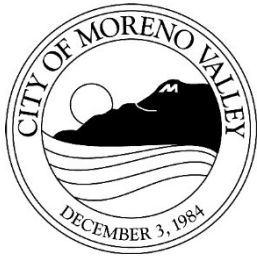
Mitigation Measure	Responsible Party	Verification of Compliance	Timing	Start Date	Finish Date	Monitoring	
						Date	Monitor
<p>MM AQ-10</p> <p>All hot water heaters installed by Developer shall be powered either through natural gas, through the solar cells mounted on the roof of the building, or through other on-site renewable power source, provided that the facility shall be able to use electric insta-hot units in all areas of the building that have hand sinks providing hot water.</p>	Construction Supervisor	Building and Safety Division	Prior to issuance of Certificate of Occupancy				
<p>MM AQ-11</p> <p>The Project building shall be designed with the goal of meeting the equivalent of LEED Certification under the current Core & Shell Standards set forth by the U.S. Green Building Council; however, the Developer shall not be obligated to obtain formal LEED certification from the U.S. Green Building Council, provided that the Project building is designed to meet the criteria that would be necessary in order to achieve LEED Certification.</p>	Building Architect	Building and Safety Division	Prior to issuance of Grading Permit				
<p>MM AQ-12</p> <p>The truck access gates and loading docks within the truck court on the Project site shall be posted with signs which state:</p> <ul style="list-style-type: none"> • Truck drivers shall turn off engines when not in use; 	Building Architect	Planning Division	Prior to issuance of Certificate of Occupancy				

Mitigation Measure	Responsible Party	Verification of Compliance	Timing	Start Date	Finish Date	Monitoring	
						Date	Monitor
<ul style="list-style-type: none"> • Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and • Telephone numbers of the building facilities manager and the CARB to report violations. 							
<p>MM AQ-13 Site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.</p>	Building Architect	Planning Division	Prior of issuance of Grading Permit				
<p>MM AQ-14 (New) To the extent not in conflict with code or other legal requirements (including any requirements of the Americans With Disabilities Act or other similar requirements), the Developer shall designate a minimum of ten (10) parking spaces for alternatively fueled vehicles (including electric, natural gas, and hybrid vehicles) in locations closest to the main building entries. A minimum of two (2) of these spaces shall be equipped with quick charge electric facilities.</p>	Building Architect	Planning Division	Prior of issuance of Grading Permit				
<p>MM AQ-15 (New) Developer shall use concrete instead of asphalt in the parking lot.</p>	Building Architect	Planning Division	Prior of issuance of Grading Permit				
<p>MM AQ-16 (New) Yard maintenance/ landscaping crews shall utilize only electric or CARB</p>	Facility Manager	Planning Division	Prior to issuance of Certificate of Occupancy				

Mitigation Measure	Responsible Party	Verification of Compliance	Timing	Start Date	Finish Date	Monitoring	
						Date	Monitor
equipment certified to current standards.							
Biological Resources							
MM BIO-1 A burrowing owl pre-construction survey shall be conducted by a qualified biologist within 30 days prior to ground disturbance to avoid impacts to the species. Should burrowing owls and/or occupied nests be detected on the property, the nests will be avoided and protective measures as recommended by the qualified biologist will be implemented.	Owner; Project Biologist	Planning Division	Prior to issuance of Grading Permit				
MM BIO-2 Within 30 days prior to ground disturbance, a pre-construction survey of any shrubs on-site shall be conducted by a qualified biologist to determine if any migratory bird nests exist and are occupied. Should occupied nests be detected on the property, the nests will be avoided and protective measures as recommended by the qualified biologist will be implemented.	Owner; Project Biologist	Planning Division	Prior to issuance of Grading Permit				
Transportation and Traffic							
MM TT-1 The Project Applicant shall pay appropriate development impact fees (fair share or “pro-rata”) that will go	Owner/Project Applicant	Transportation Engineering Division and Public Works Division	Prior to issuance of Certificate of Occupancy				

Mitigation Measure	Responsible Party	Verification of Compliance	Timing	Start Date	Finish Date	Monitoring	
						Date	Monitor
towards the capital improvement program to provide for the implementation of the recommended roadway improvements that will offset potential impacts to Congestion Management Program intersections and freeway segments for the following intersection/roadway segment: A third eastbound through lane is to be constructed along Cactus Avenue between the I-215 Freeway and Veterans Way							
MM TT-2 On-site traffic signing and striping shall be implemented in conjunction with detailed construction plans for the Project site. Sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Moreno Valley sight distance standards at the time of preparation of final grading, landscape and street improvement plans.	Owner; Civil Engineer	Transportation Engineering Division and Public Works Division	Prior to issuance of Certificate of Occupancy				
MM TT-3 (NEW) Developer shall implement the site design features represented on the approved site plan that strongly encourage the use of the designated truck route for the facility on Cactus Avenue between the Project and I-215. Specifically, Developer shall include curb cuts and signage directing trucks to this designated	Owner; Civil Engineer	Transportation Engineering Division and Public Works Division	Prior to issuance of Certificate of Occupancy				

Mitigation Measure	Responsible Party	Verification of Compliance	Timing	Start Date	Finish Date	Monitoring	
						Date	Monitor
truck route that meet City standards and are subject to approval by City Engineer.							



**PLANNING COMMISSION
STAFF REPORT**

Cases: PA13-0030 (Plot Plan)
PA13-0031 (Change of Zone)
PA13-0054 (Tentative Parcel Map 36625)

Date: March 27, 2014

Applicant: Shaw Development

Representative: Shaw Development

Location: Southeast corner Elsworth Street & Newhope Street

Proposal: The proposed project is for an industrial complex with one 366,698 SF warehouse building on approximately 16 acres on six currently vacant parcels with a Change of Zone from BP (Business Park) to LI (Light Industrial).

Recommendation: Approval

SUMMARY

Shaw Development Company LLC, (Project Applicant) is proposing the construction and operation of a 366,698 square-foot warehouse on approximately 16 acres at the southeast corner of Elsworth Street and New Hope Street. The proposal also includes a Zone Change application from BP (Business Park District) to LI (Light Industrial District), and a Tentative Parcel Map (to consolidate six parcels into one parcel).

PROJECT DESCRIPTION

This project includes three applications — a plot plan, Change of Zone, and Tentative Parcel Map — for approximately 16 acres at the southeast corner of Elsworth Street & Newhope Street (Assessor's Parcel Number(s) 297-140-037, 038, 039, 040, 041, and 042). The project proposes one warehouse building (366,698 sq ft). The proposed uses are consistent with the type and intensity of use envisioned under the existing General Plan designation of Business Park/Light Industrial (BP/LI).

Change of Zone (PA13-0031)

The existing General Plan designation for the project is Business Park/Light Industrial (BP/LI). The primary purpose of areas designated Business Park/Industrial is to provide for manufacturing, research and development, warehousing and distribution, as well as office and support commercial activities. The zoning regulations shall identify the particular uses permitted on each parcel of land.

The existing zoning district for the project is Business Park (BP), which allows for light industrial land uses that can meet high performance standards. Uses typical to a BP designation generally include but are not limited to research and development, light manufacturing, warehousing and distribution, and multi-tenant industrial uses. The proposal will rezone the Project site from BP to LI.

The proposed Change of Zone to the Light Industrial (LI) zoning district provides for light manufacturing, light industrial, research and development, warehousing and distribution and multi-tenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards.

The request for the change from BP to LI is due to the building size limit of the Business Park (BP) zone of fifty thousand (50,000) square feet. The applicant is proposed a 366,698 square-foot warehouse building. The LI zoning district allows for industrial and warehouse structures greater than fifty thousand (50,000) square feet.

Tentative Parcel Map (PA13-0054)

The Tentative Parcel Map 36625 will create one parcel from the existing six parcels. The existing parcels range in size from 1.84 acres to 3.97 acres.

Plot Plan (PA13-0030)

PA13-0030 proposes one 366,698 square-foot warehouse building.

Site and Surrounding Area

The Project site is located in a portion of the City of Moreno Valley that is adjacent to a combination of warehousing, business park, and light industrial land uses. Surrounding land uses in the vicinity of the Proposed Project are developed for medical office facilities north of New Hope Street (zoned as BP). Property south of the subject site includes automotive repair (zoned as BP) and light warehouse buildings (zoned as LI). Properties to the east beyond Veterans Way include vacant lands and the City of Moreno Valley Police Department (zoned as BP). Properties to the west of the subject site are a mixture of automotive repair, manufacturing facilities, and commercial type land uses (zoned as BP). The visual character of the site's surroundings is predominately commercial, business park, and warehouse buildings and undeveloped properties designated for future light industrial and business park development.

Overall, the proposed industrial warehouse development is compatible with the proposed zone of Light Industrial (LI) and the City's General Plan (BP/LI).

Access/Parking

The proposed industrial development will meet the required minimum parking standards for office, manufacturing, and warehouse and distribution uses. The parking standards are as follows: Office requires a minimum 1 parking space for 250 square feet of gross floor area, and Warehouse and Distribution requires a minimum 1 parking space for 1,000 square feet of gross floor area for the first 20,000 square feet: 1 parking space for 2,000 square feet of gross floor area for the second 20,000 square feet; 1 parking space for 4,000 square feet of gross floor area for areas in excess of the initial 40,000 square feet. Trailer parking stalls are required to be provided at a ratio of one (1) stall per truck loading dock door.

The project as proposed requires 150 parking spaces for 10,000 square feet of office space and 356,698 square feet of warehousing. The building will provide 150 parking spaces and 55 trailer parking stalls. The building meets the minimum parking requirements for a warehouse office use.

All trailer parking spaces are screened from view of the public right of way by a 14 feet high decorative screen wall.

Design/Landscaping

This project has been reviewed and the design of the proposed industrial project conforms to all development standards of the Light Industrial (LI) zone as required within the Moreno Valley Municipal Code.

The proposed building is a concrete tilt-up, rectangular in shape with flat roofs, and the proposed windows have a blue reflective glazing finish. The building wall heights vary to make the buildings less monotonous. The building is approximately 42 feet in height and the more decorative architectural features of the building reach a height of approximately 45 feet. The building uses a color scheme of neutral earth tone colors

similar to the one used by the medical office complex across New Hope Street to the north. The more decorative architectural features are located at all the building's corners, which are highly visible from the surrounding streets.

The project is also providing concrete tilt-up walls along the southwest and southeast driveways, so that the loading docks are not visible from the public right of way. The proposed screen walls will be 14 feet in height to fully screen trucks and trailers, and will match the architecture of the buildings.

The proposed project also conforms to the requirements of the City's Design Guidelines. The project is conditioned to ensure that landscaping complies with the City's Landscape Development Guidelines and Specifications, which includes street trees and additional enhanced landscaping at the southeast corner of Elsworth Street and New Hope Street.

REVIEW PROCESS

The first staff review of this project took place at the Pre-PRSC meeting on July 23, 2013. In response to staff's comments, revisions were made to the parking lot setbacks, and architecture, and required environmental and technical studies were submitted. These changes include a reduction in the building size from approximately 373,000 square feet to the current proposal of 366,698 square feet to address required setbacks. In addition, the applicant's architect incorporated numerous design changes to enhance compatibility of the design with surrounding properties, and improve the aesthetic appearance of the project at the visible corners of the project. The project was scheduled for Planning Commission after identified issues had been addressed.

ENVIRONMENTAL

An Initial Study was prepared to support the recommended environmental finding that a mitigated negative declaration is appropriate for this project. In reviewing the environmental aspects of the proposed industrial warehouse complex, it was determined that the following studies were required: an Air Quality Impact Analysis, Health Risk Assessment, Greenhouse Gas Analysis and a Traffic Impact Analysis. Based on the City's independent review of all supporting environmental documentation, including the Initial Study and technical studies, planning staff recommends the adoption of a Mitigated Negative Declaration. With the adoption of mitigation measures identified in the Initial Study, potential impacts will be reduced to a less than significant level.

Air Quality Impact Analysis

According to the Air Quality Impact Analysis dated September 2013 prepared for the project site by Urban Crossroads, the Project's mitigated localized construction-source emissions will not exceed applicable localized significance thresholds (LSTs), and a less than significant impact is expected. The Project LST analysis also demonstrated that operational-source emissions would not exceed applicable LSTs, and a less than significant impact is expected.

The Project site is currently designated as “Business Park”, and proposes a zone change to “Light Industrial”. The Project will not result in a more intense land use than what is currently adopted in the City General Plan. However, based on the Initial Study, a “Business Park” land use would likely result in more vehicle trips and therefore more vehicle miles traveled (VMT) and emissions from mobile sources as compared to a “Light Industrial” land use designation, based upon the City’s General Plan Designation and zoning descriptions. Thus, the Project’s operational emissions are accounted for in the Air Quality Management Plan (AQMP) and the AQMP air quality attainment goals because the land uses and development proposed by the Project are less intense than the land uses and development intensities reflected by the current zoning, and consequently are within the scope of air quality considerations reflected in the AQMP.

Health Risk Assessment

According to the Health Risk Assessment prepared for the project site by Urban Crossroads in September 2013, the project will not result in a significant cumulative health risk.

Greenhouse Gas Analysis

The Greenhouse Gas Evaluation prepared by Urban Crossroads in September 2013 identified that the total Project-related GHG emissions when accounting for applicable regulatory developments, and the Project’s general Air Quality mitigation measures would total 3,121.77 MMTCO₂e (million metric tons of carbon dioxide).

The Proposed Project would not exceed the SCAQMD’s interim threshold of 10,000 MMTCO₂e per year. Therefore, a less than significant impact will occur.

Traffic Impact Analysis

Urban Crossroads, prepared a Traffic Impact Analysis (TIA) addressing the Proposed Project dated September 2013. The traffic impact study area was defined in coordination with the City of Moreno Valley and in conformance with the requirements of the City’s preparation guidelines for traffic analyses. Based on these guidelines, the minimum area to be studied included any intersection of “Collector” or higher classification street, with “Collector” or higher classification streets, at which the Proposed Project will add 50 or more peak hour trips.

The traffic impact analysis was prepared consistent with the City of Moreno Valley traffic study guidelines. A total of 13 intersections were analyzed as part of the traffic impact analysis. The traffic impact analysis concluded that only one intersection (the intersection of Elsworth Street / Cactus Avenue) will operate at less than acceptable service level with the Proposed Project. Although the intersection is currently operating at unacceptable LOS (i.e., LOS “F”) during the AM and PM peak hours under Existing (2013) traffic conditions, the addition of Project traffic (as measured by 50 or more peak hour trips) is anticipated to contribute to the deficiency at this intersection.

Therefore, a mitigation measure has been identified requiring the applicant to pay the appropriate development impact fees (fair share or “pro-rata”) to offset the potential impact.

NOTIFICATION

Public notice was sent to all property owners of record within 300’ of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2014-08 and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA13-0030 (Plot Plan), PA13-0031 (Change of Zone), and PA13-0054 (Tentative Parcel Map 36625), pursuant to the California Environmental Quality Act (CEQA) Guidelines; and
2. **APPROVE** PA13-0030 (Plot Plan), PA13-0031 (Change of Zone), and PA13-0054 (Tentative Parcel Map 36625), subject to the attached conditions of approval included as Exhibits A and B.

Prepared by:

Approved by:

Claudia Manrique
Associate Planner

Chris Ormsby, AICP
Interim Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2014-08 with Conditions of Approval (Exhibit A and B)
3. Mitigated Negative Declaration
4. Initial Study
5. Land Use
6. Aerial Photo
7. Plans including Site Plan, Elevations, Tentative Parcel Map and Conceptual Landscaping
8. Colored Elevations and Materials

1 **PUBLIC HEARING ITEMS**

- 2
- 3 **1. Case Description: PA13-0030 Plot Plan**
 4 **PA13-0031 Change of Zone**
 5 **PA13-0054 Tentative Parcel Map 36625**

6

7 **Case Planner: Claudia Manrique**

8

9 **CHAIR VAN NATTA** – Our first case is PA13-0030 Plot Plan, PA13-0031
 10 Change of Zone and PA13-0054 Tentative Parcel Map 36625. The Applicant is
 11 Shaw Development and the Case Planner is Claudia Manrique. May we have
 12 the Staff Report please?

13

14 **ASSOCIATE PLANNER MANRIQUE** – Good evening Chair and Commission.
 15 I'm Claudia Manrique the Project Planner. This project includes three
 16 applications; a Plot Plan, Change of Zone and a Tentative Parcel Map for
 17 approximately 16 acres at the southeast corner of Elsworth Street and Newhope
 18 Street. The project proposes one warehouse building of 366,698 square feet.
 19 First up is the Change of Zone. The existing General Plan designation for the
 20 project is Business Park Light Industrial.

21

22 The primary purpose of areas designated Business Park Industrial is to provide
 23 for manufacturing, research development, warehousing and distribution as well
 24 as office and support commercial activities. The zoning regulations identify the
 25 particular uses permitted on each parcel of land. Existing zoning district for the
 26 project is Business Park which is very similar to the proposed change of zone to
 27 Light Industrial.

28

29 The request for the change from BP to LI is due to the building size limit of
 30 Business Park which is a limit of 50,000 square feet for the building. The
 31 applicant is proposing a 366,698 square foot warehouse building. The LI zoning
 32 district allows for industrial and warehouse structures greater than 50,000 square
 33 feet. The Tentative Tract Map will create one parcel from the existing three
 34 parcels. The Plot Plan is for the single warehouse building.

35

36 The project site is located in a portion of the City that is adjacent to a combination
 37 of warehousing, Business Park and Light Industrial land uses. To the north of
 38 the proposed warehouse is a developed medical office facilities. To the south is
 39 some automotive repair which is zoned BP and Light Industrial which is zoned LI.
 40 Properties to the east are the Moreno Valley Police Department. To the west we
 41 have the Animal Shelter and other automotive and manufacturing facilities.
 42 Overall the proposed warehouse development is compatible with the proposed
 43 zone of Light Industrial.

44

45 The proposed project meets the minimum parking requirements. It will have 150
 46 parking spaces and 55 trailer parking stalls. The building meets all the

1 requirements for warehouse use and the trailer and parking spaces will be
2 screened from the public view by a 14 foot high decorative screening wall that
3 matches the architecture of the building. The proposed building is a concrete tilt-
4 up and has flat roofs and proposed windows that have a blue reflective glazing
5 finish. The building wall heights vary to break up the building. The building is
6 approximately 42 feet in height with some more of the decorative features
7 reaching 45 feet in height. The building uses a color scheme of neutral earth-
8 tones that are similar to the medical office building across the street.

9
10 The project is conditioned to ensure landscaping that complies with the City code
11 as well as some additional landscaping enhancement at the corners of Elsworth
12 Street and Newhope. The first review of the project was back in July of 2013 and
13 in response to Staff's comments there was some revisions to the site plan
14 regarding setbacks and regarding the architecture as well as the required
15 environmental and technical studies. All the changes that you see tonight were
16 the outcome of the reviews.

17
18 An Initial Study was prepared to support the recommended environmental finding
19 of a Mitigated Negative Declaration. The project's environmental consultant is
20 here to address any issues you may have. Public Notice was sent to all
21 residents within 300 feet of the project as well as posted on site and in the
22 newspaper. There are some changes to the conditions of approval. On the
23 lavender paper there is an addition from Special Districts. The applicant is aware
24 of the change as well as on the green sheet there is some at the request of the
25 applicant, we have several modifications to mitigation measures that are in the
26 conditions of approval. Staff recommends approval of Resolution of 2014-08,
27 recommending that the City Council adopt a Negative Declaration and approve
28 PA13-0030, 0031 and 0054. Thank you.

29
30 **CHAIR VAN NATTA** – Thank you. Do any Commissioners have questions of
31 Staff?

32
33 **COMMISSIONER SIMS** – I'd like to; in going through the packet, the thing that
34 caught my eye was on the traffic impact analysis where it discusses the
35 intersection of Elsworth and Cactus is going to continue to have a level of service
36 with a rating of F, which I assume means it's not good, but then it states in one of
37 the conditions and I believe it's Traffic Engineering condition 10 on page 53. It
38 talks about the applicant shall make a fair share of payment to the City of Moreno
39 Valley and then I dug around the Negative Declaration and I saw they are going
40 to be paying a fair share of a third through lane on the eastbound between I-215
41 and Veteran's Way, so my first question... those are just statements of what I
42 understand from the conditions. So my first question, is that typical; is that a
43 typical way of mitigating that and then how when you determine the fair share
44 was there an area of benefit or area of impact and how was that determined?
45 Does it come out of a Traffic Master Plan or Traffic Engineering Master Plan so

1 that it is consistently applied to developments throughout the City or within a
2 specific area?

3
4 **TRANSPORTATION ENGINEER LLOYD** – Good evening Chair and
5 Commissioner. My name is Michael Lloyd with Transportation Engineering and
6 you did point out correctly that the impact associated with this project; the direct
7 impact was located at Cactus and Elsworth. As you may have recently noticed,
8 the third lane in the eastbound direction along Cactus is being constructed at this
9 time, so that improvement would address the direct impact of the project and
10 provide additional capacity in the near term so that it would actually operate at a
11 satisfactory level of service. The Traffic Study indicated that upon build-out of
12 the City; so General Plan build-out, that we would again have deficiencies at this
13 intersection, which is consistent with the findings of the General Plan and the
14 mitigation measure that was offered for build-out upon... you know General Plan
15 build-out was an additional turn lane coming out of the Base as well as some
16 additional lanes along Cactus, so that's what the fair share of payment would
17 contribute towards those improvements and yes we would continue to follow this
18 intersection through other developments as they come along. We would
19 anticipate they would have similar findings; that there would be a cumulative
20 impact at this location and we would therefore condition them for fair share
21 contributions.

22
23 One thing to keep in mind, the March Life Care Project which is within the
24 boundaries of the March JPA as well as the Meridian Project which is on east
25 side of freeway, also contribute traffic through this general area, so we don't
26 necessarily have direct control over those projects, although as part of the review
27 process we make comments on Traffic Studies and so we would have an
28 opportunity to comment that number one, the intersection needs to be looked at
29 and number two, we would anticipate cumulative impacts at that location and that
30 those projects too would contribute their fair share to improve them in the future.

31
32 **COMMISSIONER SIMS** – Thank you for that. I don't want to get wrapped
33 around the axle on this, so my question though is if it is the cumulative effects
34 over time within the development area show that there is going to be future
35 improvements required, if there is an intersection or whatever that improvement
36 is, so the last guy in; if we underestimate what the fare share commitment from
37 each of the projects as they are going along through time and getting approved,
38 the fair share amount that is collected is insufficient and the last guy in or the City
39 gets held with picking up the tab to fix the problem to get to the level of service
40 that is sufficient. So I guess where I'm struggling a little bit; like if the County has
41 an area wide drainage study that says okay for the land use within this amount of
42 area we need x, y, z major storm drain, you pay a certain fee and you are good
43 to go. Is there a type mechanism that the City does within a certain scope; within
44 a... this is more of an industrial type business park land use from the freeway
45 going over to Heacock or I can't remember the names of the streets? Is there a

1 specific study that would give a sense of what the overall fair share; what the
2 vacant land that is still remaining.

3
4 **TRANSPORTATION ENGINEER LLOYD** – Yes the DIF program identifies
5 improvements that are needed along Cactus, which includes the intersection
6 there at Elsworth and it is also a TUMF which is the Regional Improvement Fee
7 Program that is conducted by WRCOG. It is a TUMF facility as well, so the
8 improvements to widen Cactus out to its six lane designation is covered by
9 payments into those fee programs. In this particular case the Traffic Study
10 identified some turn lane additions that aren't covered by those programs, so we
11 would have to be consistent over time collecting monies towards that particular
12 improvement if upon build-out of the City we deemed it necessary to put in an
13 additional turn lane. Over the next 20 or 25 years, it may be realized that we
14 don't need a turn lane. We could mitigate this potential problem through
15 synchronization of the traffic signals along Cactus Avenue and so that would be a
16 less costly means to address and mitigate the potential problem. So I can't
17 answer your question as far as would there be a shortfall? It's a possibility but
18 we will over time be consistent in looking at the intersection because the General
19 Plan requires us to look at it because it was identified as a potential problem
20 area, so we'll continue to look at the intersection and continue to fine tune what
21 the appropriate mitigation measure is over time and continue to collect those fair
22 share payments and we would utilize those payments appropriately as to what
23 the appropriate mitigation measure should be.

24
25 **COMMISSIONER SIMS** – Thank you

26
27 **COMMISSIONER LOWELL** – I had a question for you also Michael. On page 52
28 of the conditions they were talking about how Elsworth, Newhope and Veteran's
29 Way all are classified as industrial collectors and Elsworth is a minor arterial
30 road. They are talking about the traffic index as being ten. Do we know if those
31 streets currently support truck traffic or will those streets need to be modified and
32 improved?

33
34 **TRANSPORTATION ENGINEER LLOYD** – I can't answer the question. I would
35 have to look at the as built plans to confirm what the design criteria used were. I
36 can tell you that our standard plans currently today for a minor arterial do not call
37 for a traffic index of ten, which is why it is specified here in the conditions.

38
39 **COMMISSIONER LOWELL** – What happens if the three streets in question don't
40 meet the conditions of approval as we specify them here?

41
42 **TRANSPORTATION ENGINEER LLOYD** – Well Newhope Street and Veteran's
43 Way are both industrial collector streets and our City standard plan calls for a
44 traffic index of 10, so I'm hopeful that they were designed appropriately and
45 constructed as such. In the case of Elsworth Street, it is an older street and I
46 don't know to which standard it was constructed.

1 **COMMISSIONER LOWELL** – Okay, but to extrapolate on that, if these
2 conditions are set on this project saying any improvements to the roadway shall
3 be per City standards. That is kind of vague. What kind of improvements are
4 they going to be required to do? Veteran’s Way, Elsworth and Newhope are
5 pretty large streets, so are they going to be required to improve their frontage;
6 the entire length of the road or what is...

7
8 **TRANSPORTATION ENGINEER LLOYD** – Sure, Land Development generally
9 identifies the specific improvements that are required along their frontage, which
10 would include curb and gutter, side wall, finishing out the pavement to its ultimate
11 cross-section. Generally it’s half plus an additional lane; 18 feet approximately,
12 so this project along Elsworth would be required to finish out the roadway along
13 their project frontage. It would also finish out the southeast corner of the
14 intersection of Elsworth at Newhope. It would finish out the southern half of
15 Newhope Street over to Veteran’s Way. Veteran’s Way is currently in place, so
16 as part of the approval process our inspectors would go out and inspect the
17 facilities in their current condition. If we find say cracks in the curb and gutter, we
18 would require them to go ahead and make those types of repairs or if we see
19 pavement failures, they would be required to do that as well and I believe along
20 Veteran’s Way sidewalk is missing along their frontage, so they would be
21 required to install that.

22
23 **COMMISSIONER LOWELL** – I was kind of aiming more towards what would
24 happen if the streets were under-designed and we decide to put this warehouse
25 here and we have a lot of truck traffic coming to and from, it is going to wear out
26 the street prematurely. I was kind of wondering what kind of recourse there
27 would be or what is required as far as upgrading or improving the street to handle
28 the additional truck load.

29
30 **TRANSPORTATION ENGINEER LLOYD** – Sure and I don’t have the specifics
31 and I apologize, but Capital Projects does have a street overlay project for
32 Elsworth and as part of that they would take those design considerations as part
33 of their design for reconstructing and overlaying it, so since it’s identified as a
34 truck route there would be coordination to make sure we have the proper traffic
35 index incorporated into the Capital Project portion.

36
37 **COMMISSIONER LOWELL** – Okay but how much of that would be associated
38 with the developer?

39
40 **TRANSPORTATION ENGINEER LLOYD** – The Capital Project would be
41 rehabilitating the existing pavement that is out there today and I believe it is to
42 happen over this next fiscal year and then this project, if approved, would
43 obviously follow. It would be subsequent to the Capital Project, so it would finish
44 out the remaining missing portion.

45
46 **CHAIR VAN NATTA** – Questions?

1 **VICE CHAIR GIBA** – I'll keep them fairly broad. Could you put up the aerial view
2 on that please...Attachment 6? Claudia, you mentioned that you sent out notices
3 within 300 feet of homes; residences?
4

5 **ASSOCIATE PLANNER MANRIQUE** – Property owners
6

7 **VICE CHAIR GIBA** – Property owners, so you sent them out to all the
8 businesses in the area as well?
9

10 **ASSOCIATE PLANNER MANRIQUE** – Yes, whatever fell within the 300 feet.
11

12 **VICE CHAIR GIBA** – Have you had any response back from the local
13 businesses in the area?
14

15 **ASSOCIATE PLANNER MANRIQUE** - I have had no phone calls and one notice
16 was returned and it... (Inaudible - no sound)
17

18 **VICE CHAIR GIBA** – That's why I wanted the aerial view because I wanted you
19 to kind of point out how far out that 300 feet would go by law because we've had
20 those discussions before that we should probably go out farther than that if it is
21 going to affect other people. The reason I ask you that is because I had talked to
22 a couple of businesses and they didn't even know about it. So that's Attachment
23 6. I don't know if you guys have it; the aerial photograph.
24

25 **INTERIM PLANNING OFFICIAL ORMSBY** – We don't have the video for it.
26

27 **CHAIR VAN NATTA** – Attachment 6 is the same one we have here?
28

29 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Vice
30 Chair, we do not... if you are asking, we don't send notices to businesses that
31 are located in there, we send it to property owners and that is based on the Code
32 and then that is why we post the site as well because people passing by would
33 notice something, so that is the standard. So I want to make sure that you didn't
34 think that we were sending one to Berry Bean Café as an example. They are a
35 tenant and the notice is to the property owners of record.
36

37 **VICE CHAIR GIBA** – Okay but I wanted to kind of see how far out that 300 feet
38 margin was or where that went to, so if you didn't have that attachment... Let me
39 just ask you these couple of broad questions because they were important to me
40 and as far as the City zoning. This area was originally as you said the site
41 surrounding the area is zoned Business and LI (Light Industrial) which is 50,000
42 and we have six lots here that they want to combine into almost 400,000 square
43 feet one warehouse. If they have the aerial view up there and people can see
44 what I'm talking about. In that whole area there is no large warehouse complex
45 at all. As a matter of fact the original zoning and the original intent for this area
46 was to be... was originally supposed to be Business, Commercial, small

1 warehouse; not large, future Light Industrial, Business Park, R&D you mentioned
2 Research and Development and in the surrounding area are these things, so my
3 question is why do we keep them wanting to come back and change the zone to
4 a 400,000 square foot warehouse in that area rather than put the appropriate
5 types of businesses and buildings that should have gone in there and back in
6 2013 you spoke to them, so I was looking at that site. I wanted to make sure that
7 do the rest of the buildings; the rest of the property owners in that area, did they
8 realize that there is going to be a warehouse right in the middle of what right now
9 is a business park complex for all intents and purposes and so that was one
10 question I had and apparently you can't answer that one for me.

11
12 **INTERIM PLANNING OFFICIAL ORMSBY** – Well again the property owners
13 within a 300 foot radius were notified.

14
15 **VICE CHAIR GIBA** – Well what I wanted to know is how far out is 300 feet if I
16 saw the picture so that I would get an idea. Oh okay, the scale down at the
17 bottom... okay.

18
19 **CHAIR VAN NATTA** – The scale is down there at the bottom

20
21 **VICE CHAIR GIBA** – So the reality is they probably didn't... if the scale is correct
22 on this...

23
24 **CHAIR VAN NATTA** – Then it would just be these.

25
26 **VICE CHAIR GIBA** – Yeah and I don't know if would be those in particular but
27 okay. So that was a concern to me because it just didn't seem to me they might
28 not have known that they had a big huge warehouse that might go in the middle
29 of that, so that was the one question. I left the other statements for them. On
30 page 99 you had a statement that confused me on your Negative Declaration.
31 It's not hard to do sometimes, but it said although the proposed project could
32 have a significant effect on the environment, it will not be a significant effect in
33 this case because mitigation measures described in the attached Initial Study...
34 what do you mean could have an impact? What would the "could" be?

35
36 **INTERIM PLANNING OFFICIAL ORMSBY** – Well I mean there is the potential
37 for an impact, but because of the mitigation measures that are incorporated into
38 the project, there would not be a significant impact.

39
40 **VICE CHAIR GIBA** – Alright, those are the main ones that I was concerned with
41 and I won't take a lot of time for the rest of the people. Alright I'll let it go.

42
43 **CHAIR VAN NATTA** – Commissioner Ramirez did you have any questions of
44 Staff before we go on? I did have a question about the green memorandum.
45 These were already revisions. Is this just a summary of the revisions or were
46 these revisions in addition to what we already had here?

1 **INTERIM PLANNING OFFICIAL ORMSBY** – These were revisions requested by
2 the applicant and they are actually intended to supplement the mitigation
3 measures or enhance the measure. They are not new measures in the sense
4 that they are intended to address a potentially significant impact. So they're
5 really above and beyond what is required mitigation wise.

6
7 **CHAIR VAN NATTA** – Because I was noticing they seemed to be more
8 restrictive and put more burden on the applicant than what was there originally.

9
10 **INTERIM PLANNING OFFICIAL ORMSBY** - The applicant can speak to that but
11 they actually requested it.

12
13 **CHAIR VAN NATTA** – Okay, seeing no other questions of Staff, I'd like to open
14 the Public Hearing portion and ask that the applicant come up first.

15
16 **APPLICANT CROOKALL** - My name is Chuck Crookall and I'm one of the
17 project partners on this project. The answer to the last question that was asked
18 on the increased mitigations that we added, we have entered into negotiations
19 with the Sierra Club and the Concerned Citizens in the community which were
20 represented by one Ray Johnson and out of that we agreed to do those things
21 that we would like further incorporated into the mitigation measures, so that we
22 can avoid sort of any conflict going forward.

23
24 **CHAIR VAN NATTA** – Being proactive huh

25
26 **APPLICANT CROOKALL** – We're trying to be proactive; absolutely.

27
28 **CHAIR VAN NATTA** – Do you want to tell us about the project?

29
30 **APPLICANT CROOKALL** – Well we're excited about the opportunity of
31 developing this project. The City has been wonderful to work with to date and I
32 think that is probably going to carry over. Staff; you know; Claudia has been with
33 us on a day to day basis and Chris and Vince, Michael Lloyd; they've all been
34 very, very helpful and very cooperative and working us and working through
35 certain issues, so we look forward to doing a bang up job here and hope you'll be
36 proud of what we can produce for you.

37
38 **CHAIR VAN NATTA** - I'd like to start with one question. Do you have an
39 anticipated tenant for this project or are you building it spec.

40
41 **APPLICANT CROOKALL** – Well the brokers tell us that we are going to have
42 somebody here pretty soon, but no we don't have anyone lined up yet. This is
43 not a build to suit. Our capital partner is prepared to go forward with this and
44 build it without a tenant in hand.

45
46 **CHAIR VAN NATTA** – So you're confident you'll have one shortly?

1 **APPLICANT CROOKALL** – Yes... well I don't know about shortly... shortly is
2 not the word for it, but soon. In terms of tenancy, tenants tend to see projects
3 coming like 2015 or whatever and until they see some real activity; see some
4 walls being tilted so that they can get in there and see how it is all going to work,
5 tenants tend to want to be in quickly, so unless it is a build-to-suit and somebody
6 comes to us and says we've got some major modifications we'd like to make to
7 the interior of the building for our operation, we'd start working with them right
8 away and there are a couple of companies that this property has introduced to
9 them and the building has been introduced to them and they are evaluating it, but
10 we don't have anything firmly committed or in writing yet.

11
12 **CHAIR VAN NATTA** – Do you know what type of a business would be most
13 likely to occupy this?

14
15 **APPLICANT CROOKALL** – Well I know one of the companies looking to occupy
16 would be a food company, production and distribution. You've know we've
17 concentrated in the logistics end of things. Everybody points to the Amazon's of
18 the world, but the fulfillment centers, the ability to on-time deliver and be able to
19 generate sales tax revenue out of facilities like that, is something that's currently
20 in play and we see it in surrounding cities and you see it right here, so I would
21 suspect we are going to get someone on that order.

22
23 **CHAIR VAN NATTA** – Does anybody else have questions for the Applicant? Go
24 ahead.

25
26 **COMMISSIONER RAMIREZ** – Thank you for coming out. I would like to
27 commend you for being proactive in meeting with such organizations to ensure
28 that this building is going to be as green as possible. The addition of those solar
29 panels is awesome. I think that is a great idea and also the fact that you are
30 taking responsibility with handling all the landscaping. That puts less burden on
31 the City and I would like to commend you for that. Thank you.

32
33 **APPLICANT CROOKALL** – Thank you.

34
35 **CHAIR VAN NATTA** – Any other questions of the Applicant? Okay thank you
36 very much.

37
38 **APPLICANT CROOKALL** – Thank you

39
40 **CHAIR VAN NATTA** – Do we have any other speakers? I have asked here
41 twice, is there a speaker slip? Okay, so no other speakers, seeing no one
42 approaching the podium, we will close the public comment section and we will go
43 on to Commissioner Discussion. No comments? Okay then it would be
44 appropriate to go to a motion. Would someone like to make the motion?
45 Commissioner Ramirez.

1 **COMMISSIONER RAMIREZ** – I'd like to motion. I'd like to motion that we
2 **APPROVE** Resolution No. 2014-08 and thereby **RECOMMEND** that the City
3 Council:

- 4
5 1. **ADOPT** a Mitigated Negative Declaration for PA13-0030 Plot Plan, PA13-
6 0031 Change of Zone and PA13-0054 Tentative Parcel Map 36625, pursuant
7 to the California Environmental Quality Act (CEQA) Guidelines; and,
8
9 2. **APPROVE** PA13-0030 Plot Plan, PA13-0031 Change of Zone and PA13-
10 0054 Tentative Parcel Map 36625, subject to the attached conditions of
11 Approval included as Exhibits A and B.
12

13
14 **COMMISSIONER BAKER** – I'll second that

15
16 **CHAIR VAN NATTA** – Okay we have a motion and a second. Does that include
17 this then; that's part of the A and B?
18

19 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes

20
21 **CHAIR VAN NATTA** – Could we have a roll call vote please?
22

23 **COMMISSIONER SIMS** – Yes

24
25 **COMMISSIONER LOWELL** - Yes

26
27 **COMMISSIONER BAKER** – Yes

28
29 **COMMISSIONER RAMIREZ** – Yes

30
31 **VICE CHAIR GIBA** - Yes

32
33 **CHAIR VAN NATTA** - Yes

34
35 **CHAIR VAN NATTA** – Okay we have six yesses, no nays and one absent so the
36 motion passes. May we have Staff wrap up for that?
37

38 **INTERIM PLANNING OFFICIAL ORMSBY** – This item will be referred to City
39 Council for review and final action.
40

41 **CHAIR VAN NATTA** – Thank you.
42
43
44
45
46

NEGATIVE DECLARATION

PROJECT TITLE AND FILE NUMBER: PA13-0030 (Plot Plan), PA13-0031 (Change of Zone) and PA13-0054 (Tentative Parcel Map No. 36625)
PROJECT APPLICANT: Shaw Development Company LLC TELEPHONE NUMBER: (949) 640-4800
PROJECT LOCATION: Southeast corner Elsworth Street & Newhope Street APN(s): 297-140-037, 038, 039, 040, 041 & 042
PROJECT DESCRIPTION: The proposed project is for an industrial complex with one 366,698 SF warehouse building on approximately 16 acres on six currently vacant parcels with a Change of Zone from BP to LI.

FINDING

The City of Moreno Valley has reviewed the above project in accordance with the City of Moreno Valley's Guidelines for the Implementation of the California Environmental Quality Act, and has determined that an Environmental Impact Report need not be prepared because:

- The proposed project will not have a significant effect on the environment.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures described in the attached Initial Study and hereby made a part of this Negative Declaration have been added to the project. The Final Conditions of Approval contain the final form and content of all mitigation measures.

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (Monday through Thursday and 7:30 a.m. to 1:30 p.m. on the second and fourth Friday of the month) at the City of Moreno Valley, Community & Economic Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

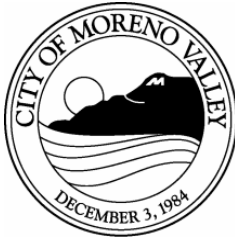
PREPARED BY: Claudia Manrique, Associate Planner	DATE: March 27, 2014
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NOTICE

The public is invited to comment on the Negative Declaration. The appropriateness and adoption of the Negative Declaration is considered at the time of project approval in light of comments received.

DATE ADOPTED: May 13, 2014	BY: City Council
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**INITIAL STUDY/
ENVIRONMENTAL CHECKLIST FORM
CITY OF MORENO VALLEY**

1. Project Title:
Shaw Development Company Moreno Valley Distribution Center - PA13-0030 (Plot Plan), PA13-0031(Change of Zone) & PA13-0054 (Tentative Parcel Map 36625)
2. Lead Agency Name and Address:
City of Moreno Valley - Planning Department
14177 Frederick St, Moreno Valley, CA 92553
3. Contact Person and Phone Number:
Claudia Manrique, Associate Planner (951) 413-3225
4. Project Location:
South side of New Hope Street between Elsworth Street and Veterans Way, Moreno Valley, CA
5. Project Sponsor's Name and Address:
Shaw Development Company LLC
160 Newport Center Drive, Suite 250
Newport Beach, CA 92660
6. General Plan Designation:
Business Park/Light Industrial
7. Zoning:
BP (Business Park District) to be rezoned to LI (Light Industry District)
8. Description of the Project:

Project Summary

Shaw Development Company LLC, (Project Applicant) is proposing the construction and operation of an approximate 366,698 square-foot warehouse on approximately 16.07 acres at the southeast corner of Elsworth Street and New Hope Street in the City of Moreno Valley. Project approvals required include a Zone Change from BP (Business Park District) to LI (Light Industrial District), and a Parcel Map (to consolidate six parcels into one parcel).

This Initial Study (IS) addresses the potential impacts of the proposed Shaw Development Company LLC, Moreno Valley Distribution Center Project, including all of the associated discretionary actions and approvals required to implement the Project, as well as all subsequent construction and operational activities. As part of

the Proposed Project, the City of Moreno Valley will consider Parcel Map application PA13-0052, Plot Plan application PA13-0030, and Change of Zone application PA13-0031. Additionally, permits and approvals may be required from other public entities, including but not necessary limited to the Santa Ana Regional Water Quality Control Board, the Riverside County Flood Control and Water Conservation District, and Eastern Municipal Water District.

No other discretionary actions are anticipated on the part of the City to approve the Project; nonetheless, this IS covers any and all other discretionary and administrative approvals that may be required of the City of Moreno Valley or other governmental agencies to fully implement the Proposed Project.

Project Location

The City of Moreno Valley is located in the northwestern portion of Riverside County, California. The Project site is located in the western portion of the City of Moreno Valley, approximately 0.9 miles east of Interstate 215 and 1.75 miles south of State Route 60. Figure 1, Regional Location Map, depicts the location of the Project site in context to its regional setting. As shown on Figure 2, Vicinity Map, the Project site incorporates approximately 16.07 acres located at the southeast corner of Elsworth Street and New Hope Street in the City of Moreno Valley. The property lies within Section 14 of Township 3 South, Range 4 West, San Bernardino Baseline and Meridian, and includes the following Assessor Parcel Numbers: 297-140-037, 038, 039, 040, 041, and 042.

Description of the Proposed Project

The Proposed Project entails the construction and operation of an approximate 366,698 square-foot warehouse on approximately 16.07 acres at the southeast corner of Elsworth Street and New Hope Street in the City of Moreno Valley. Three discretionary actions are required on the part of the City to approve the Project. The approval of Tentative Parcel Map 36625 is requested to consolidate six parcels into one parcel to accommodate development of the Warehouse Project. Approval of the project Plot Plan is necessary to ensure compatibility with the City’s General Plan and Development Code. The Project Applicant also seeks approval of a zone change from BP (Business Park District) to LI (Light Industrial District).

As shown on Figure 3, Site Plan, the Project Applicant proposes to construct and operate a warehouse building on a 16.07-acre property in accordance with the LI Light Industrial land use designation. The proposed building is designed to contain 10,000 sq. ft. of office space and 363,000 sq. ft. of warehouse space. The “High Cube”¹ warehouse will entail conventional construction consisting of a reinforced concrete tilt-up building approximately 38 feet in height. The warehouse will accommodate 49 loading bay doors located at the rear of the building. Proposed parking includes 146 standard automobile parking stalls, 6 handicapped parking stalls, and 59 trailer parking stalls. Figure 4, Conceptual Elevations, depicts the proposed finished elevations of the Proposed Project with conceptual views from New Hope Street and Veterans Way.

Figure 5 is the proposed project’s Conceptual Landscape Plan. The landscape plan includes trees, shrubs, and groundcovers proposed to be planted along the property’s street frontages at Elsworth Street, New Hope Street and Veterans Way, at building entries and driveways, within the passenger car parking areas, in and around proposed detention/water quality basins, and around the perimeter of the building except for the south-facing façade where the loading dock doors would occur. Off-site improvements necessary to implement the Proposed

¹ According to the Western Riverside County Council of Governments Transportation Uniform Mitigation Fee Calculation Handbook, High-cube warehouses or distribution centers are primarily for the storage and/or consolidation of manufactured goods (and to a lesser extent, raw materials) prior to their distribution to retail locations or other warehouses. These facilities are generally very large buildings characterized by a small employment count due to a high level of automation, and truck activities frequently outside of the peak hour of the adjacent street system. For the purpose of determining the TUMF obligation, high-cube warehouses and distribution centers are defined as; Very large shell buildings commonly constructed using steel framed and/or concrete tilt-up techniques with a minimum gross floor area of 200,000 square feet, a minimum ceiling height of 24 feet and a minimum dock-high door loading ratio of 1 door per 10,000 square feet.

Project include curb gutter and sidewalk improvements along Elsworth Street, New Hope Street and Veterans Way.

Existing General Plan Designation and Zoning

The Project site is designated “Business Park/Light Industrial (BP)” by the City’s General Plan, Figure 2-2, Land Use Map. The BP designation allows for light industrial land uses that can meet high performance standards. Uses typical to a BP designation generally include but are not limited to research and development, light manufacturing, warehousing and distribution, and multi-tenant industrial uses. Project approval will rezone the Project site from BP to LI.

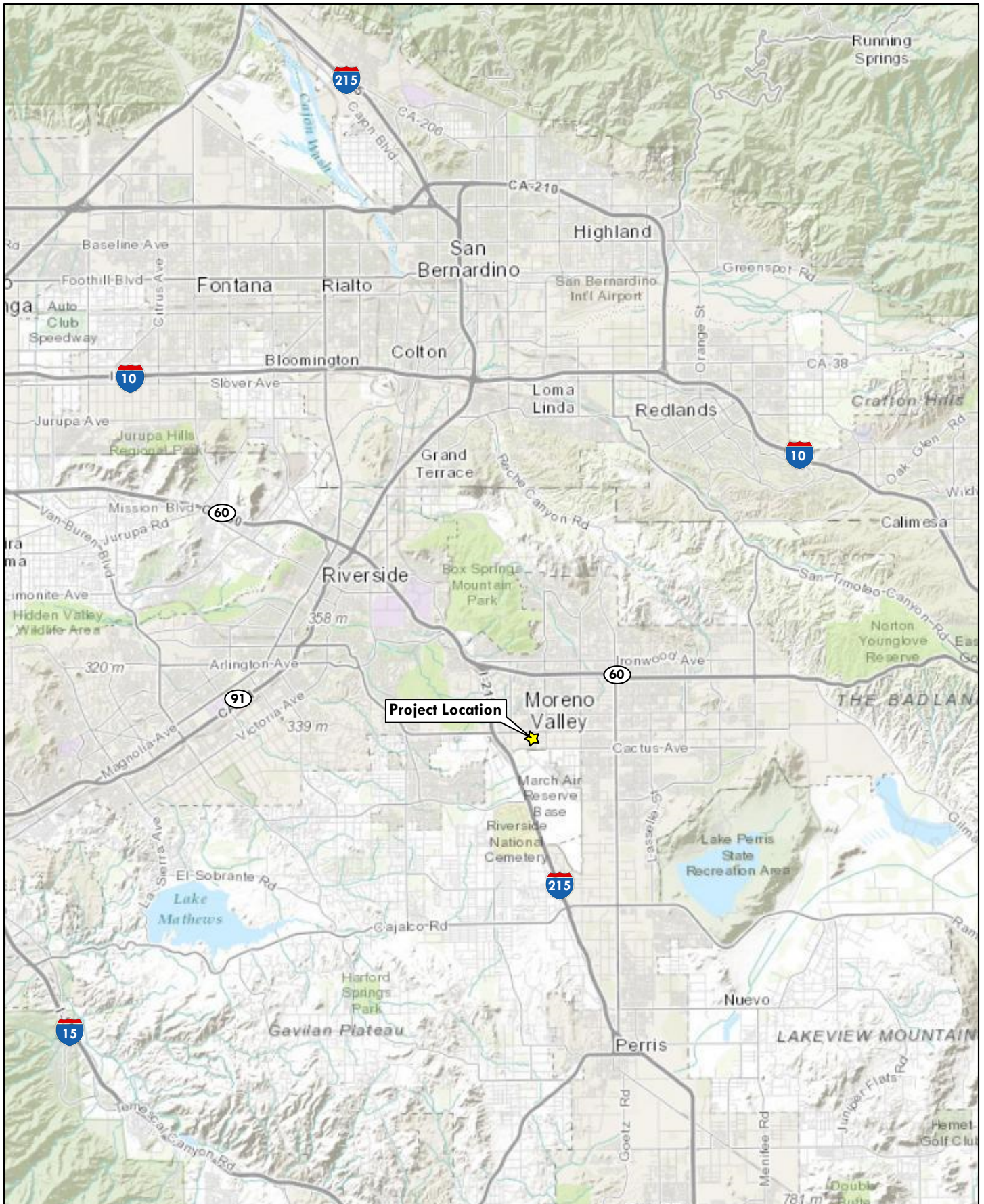
The light industrial (LI) district provides for light manufacturing, light industrial, research and development, warehousing and distribution and multi-tenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards.

9. Surrounding Land Uses and Setting:

The Project site is located in a portion of the City of Moreno Valley that is considered an entrance way to the City and is dominated by a combination of warehousing, business park, and light industrial land uses. Surrounding land uses in the vicinity of the Proposed Project are developed for medical office facilities north of New Hope Street (zoned as BP). Property south of the subject site includes automotive repair (zoned as BP) and light warehouse buildings (zoned as LI). Properties to the east beyond Veterans Way include vacant lands and the City of Moreno Valley Police Department (zoned as BP). Properties to the west of the subject site are a mixture of automotive repair, manufacturing facilities, and commercial type land uses (zoned as BP). The visual character of the site’s surroundings is dominated by commercial, business park, and warehouse buildings and undeveloped properties designated for future light industrial and business park development.

10. Other public agencies whose approval is required :

Santa Ana Regional Water Quality Control Board (Construction Activity General Construction Permit; NPDES Permit), Riverside County Flood Control and Water Conservation District (Water Quality Management Permit and storm drain design), and Eastern Municipal Water District (domestic water and sewer system design).



REGIONAL VICINITY

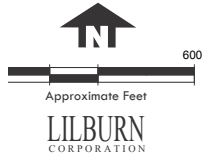
Shaw Properties Moreno Valley Distribution Center IS
 Moreno Valley, California

FIGURE 1



Source: ESRI World Imagery, last update -1039- in warehouse addition from Google Earth at the corner of Frederick St.

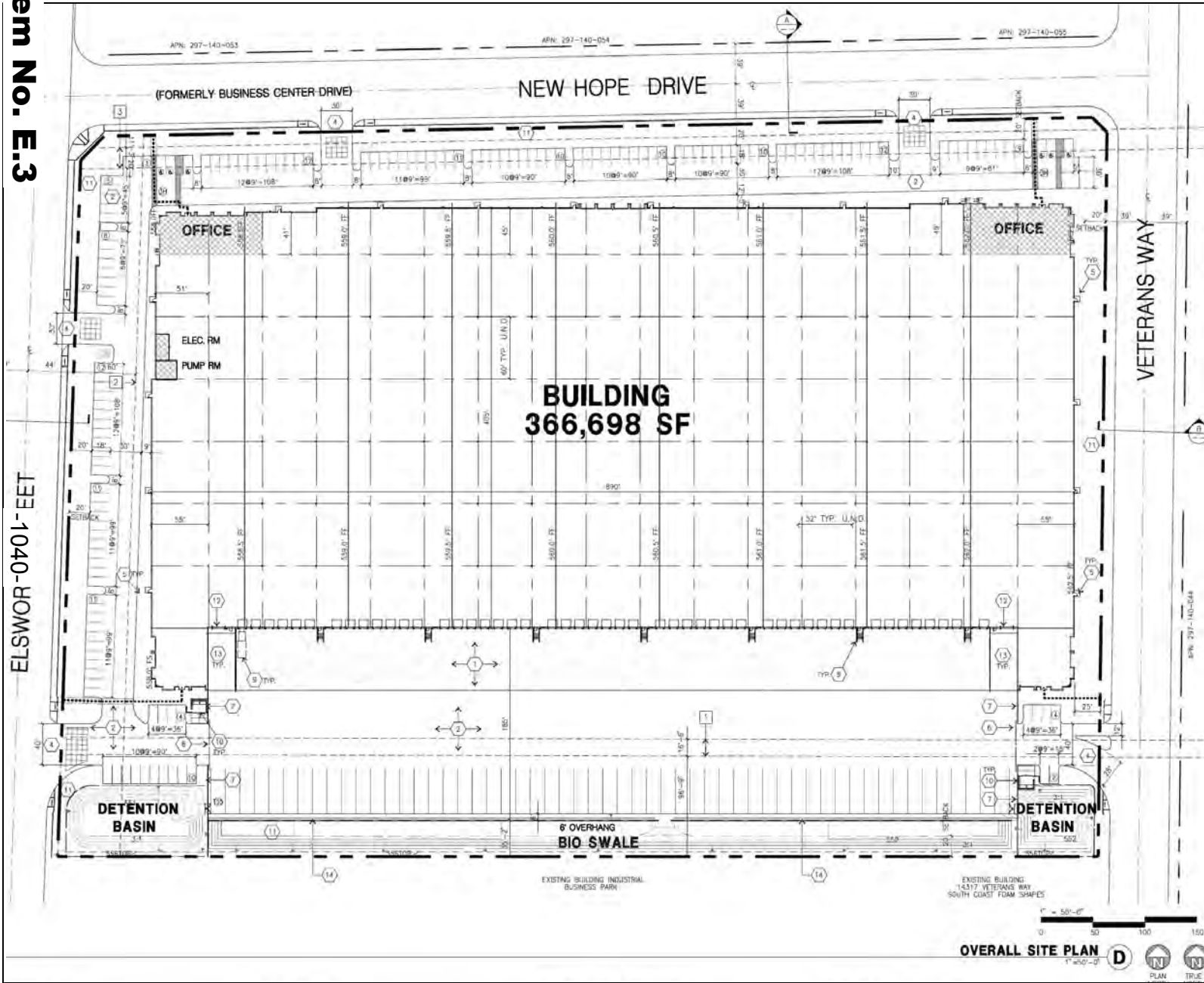
Item No. E.3



PROJECT LOCATION

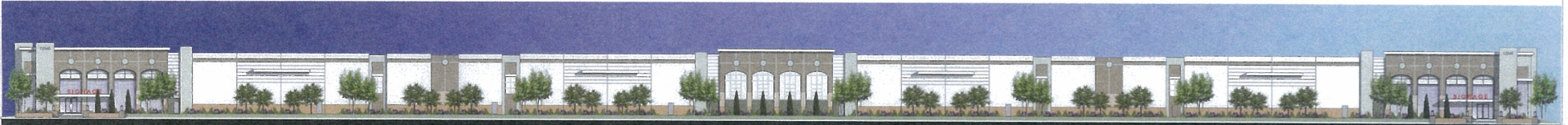
Shaw Properties Moreno Valley Distribution Center IS
Moreno Valley, California

FIGURE 2



TABULATION		
SITE AREA		699,020 SF 16.07 AC
BUILDING AREA		
Office	10,000 SF	
Warehouse	356,698 SF	
TOTAL	366,698 SF	
COVERAGE		52.4%
AUTO PARKING REQUIRED		
Office	1/250 SF	40 STALLS
Whse - 1st 20,000 SF:	1/1,000 SF	20 STALLS
2nd 20,000 SF:	1/2,000 SF	10 STALLS
over 40,000 SF:	1/4,000 SF	80 STALLS
TOTAL		150 STALLS
AUTO PARKING PROVIDED		
Standard (9' x 10')		144 STALLS
Handicap (9' x 18')		6 STALLS
Total Auto Parking		150 STALLS
TRAILER PARKING REQUIRED		
1 per dock Door		40 STALLS
TRAILER PARKING PROVIDED		
Trailer (14' x 50')		55 STALLS
ZONING ORDINANCE FOR CITY		
Zoning Designation - BP (Business Park District) to change to LI (Light Industrial District)		
SETBACKS		
Building		Landscape
Front Setback - 20'		No minimum coverage required.
Street Setback - 20'		
Rear & Interior Setback - 20'		
MAXIMUM FLOOR AREA RATIO		
FAR - N/A		
REQUIRED BICYCLE RACKS		
Short Term (5% visitor vehicle parking; min. 2 racks)		2 RACKS
PROVIDED BICYCLE RACKS		
Short Term (outside)		2 RACKS

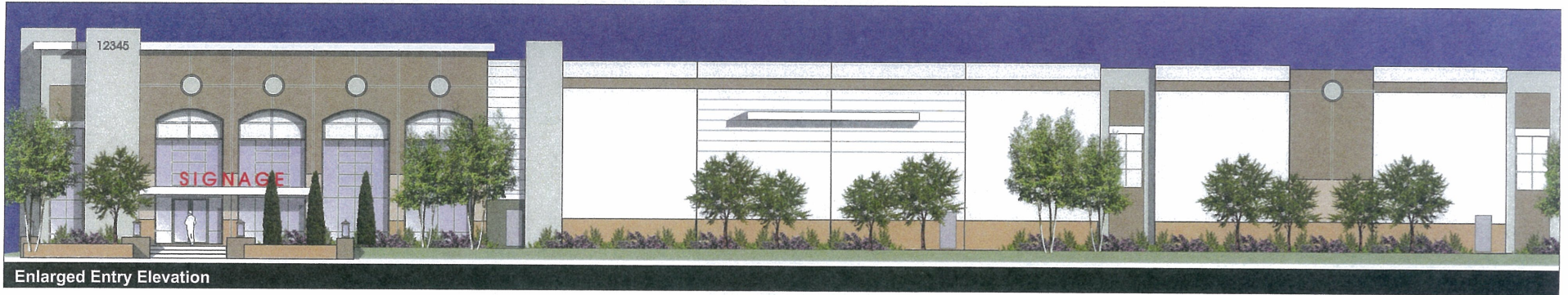
Source: HPA Architecture Site Plan, 9-10-2013



New Hope Drive Elevation - North Elevation - 36' T.O.P.



Veterans Way Elevation - East Elevation - 36' T.O.P.



Enlarged Entry Elevation

-1041-

Source: HPA Architecture, Conceptual Elevations, 5/24/13



Job No 13073.00

373K Industrial Facility

Moreno Valley, CA



COLORED ELEVATIONS

05.24.13

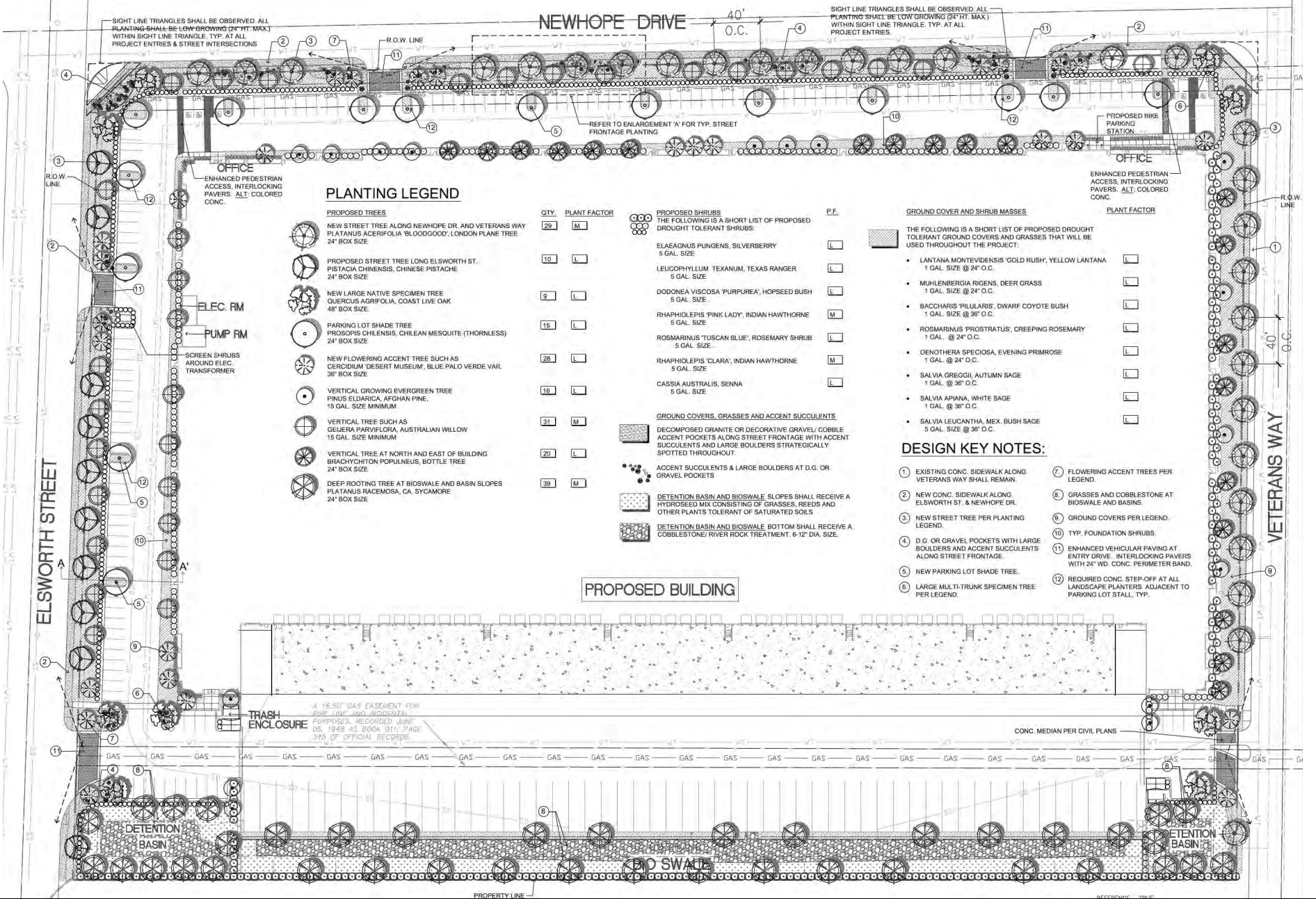
LILBURN
CORPORATION

CONCEPTUAL ELEVATIONS

Shaw Properties Moreno Valley Distribution Center IS
Moreno Valley, California

FIGURE 4

Item No. E.3



CONCEPTUAL LANDSCAPE PLAN
 Shaw Properties Moreno Valley Distribution Center IS
 Moreno Valley, California
FIGURE 5

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

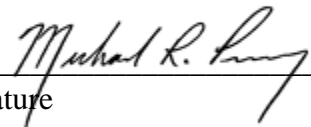
The environmental factors checked below(■) would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	■
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a “potential significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	


February 21, 2014

 Signature Date

 Printed Name For

EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Potentially Significant Unless Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analysis,” as described in (5) below, may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
 - (a) Earlier Analysis Used. Identify and state where they are available for review.
 - (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - (c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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I. AESTHETICS. Would the project:

a) Have a substantial adverse effect on a scenic vista?			■	
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The Proposed Project is located within the City of Moreno Valley, which lies within a relatively flat valley floor surrounded by hills and mountains. Scenic vistas within Moreno Valley are defined by the Box Springs Mountains and Reche Canyon area to the north, the “Badlands” to the east, and Mount Russell to the south. According to the City’s General Plan Figure 7-2, Major Scenic Resources, the Project site, which is located in the southwestern portion of the City, is not in close proximity to these major scenic resources and is not located within an identified view corridor or along an identified scenic route. Therefore, the Proposed Project would have a less than significant impact on a scenic vista.

b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				■
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According to City’s General Plan, Conservation Element, Figure 7-2, the Project site is not located within or adjacent to a scenic highway corridor and does not contain trees, rock outcroppings, or historic buildings. Additionally, there are no State-designated or eligible scenic highways within the City of Moreno Valley (Caltrans). Because the Project site is not visible from a state scenic highway and contains no scenic resources, the Proposed Project would not adversely impact the viewshed within a scenic highway corridor and would not damage important scenic resources within a scenic highway corridor, including trees, rock outcroppings, and historic buildings. No impact would occur.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?			■	
---	--	--	---	--

Implementation of the Proposed Project would result in the visual conversion of the site from an undeveloped lot to that of an approximate 366,698 sq. ft./ warehouse. Currently the Project site is surrounded by a mixture of warehouse buildings, undeveloped lands, and other land uses located on properties designated and zoned for business park, office and light industrial land uses by the City of Moreno Valley.

The Project site is located in a portion of the City that is considered an entrance way to the City and is dominated by warehousing business park and light industrial land uses. In the vicinity, properties located north of New Hope Street are developed for medical office facilities. Property south of the subject site includes automotive repair and industrial warehouse buildings. Properties to the east beyond Veterans Way include vacant lands and the City of Moreno Valley Police Department. Properties to the west of the subject site are a mixture of automotive repair, manufacturing facilities, and commercial land uses. The visual character of the site’s surroundings is dominated by commercial, business park, and warehouse buildings and undeveloped properties designated for future light industrial and business park development.

Implementation of the Proposed Project would amend the City’s Zoning Map for the area by rezoning the site from Business Park to Light Industrial. The rezoning would not substantially degrade the visual character or quality of the site or the site’s surroundings. The proposed building is compatible with the size, scale, height, and aesthetic nature of other similarly developed properties in the immediate vicinity; landscaping would be installed as required by the City.

The temporary visibility of construction equipment and activities would not substantially degrade the visual character of the surrounding area. The visual character of the site would change, but the change would not be degrading to the existing visual character or quality of the property or its surroundings, resulting in a less than significant impact.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			■	
<p>The Project includes the installation of exterior lighting as ancillary to the proposed warehouse building, which is required to comply with City lighting requirements. The Proposed Project is designed to adhere to the City requirements, and demonstration of compliance with these standards is required before the City will issue a building permit. Compliance would ensure that the Proposed Project does not produce substantial amounts of light or glare from artificial lighting sources that would adversely affect the day or nighttime views of adjacent properties.</p> <p>The Proposed Project would involve the construction and operation of an approximate 366,698 square-foot warehouse with exterior building surfaces consisting of tilt-up concrete construction and windows with reflective glazing. While glazing has a potential to result in glare effects, such effects are considered minimal based upon the relative size of the proposed structure, its direction placement (facing north), and the proposed landscaping. Accordingly, daytime glare impacts would be less than significant.</p>				
<p>II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?</p>				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				■
<p>According to the City's General Plan, a portion the Project site contains lands classified as Farmland of Local Importance. However, the Project Site does not contain any soils mapped by the State Department of Conservation as Prime Farmland, Unique Farmland, or Farmland of Statewide importance (as illustrated on the City's General Plan EIR Exhibit 5.8-1, Important Farmlands). As such, a less than significant impact due to the conversion of important farmland would occur with implementation of the Proposed Project.</p>				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				■
<p>Under existing conditions, the Project site is comprised of vacant, undeveloped land. Lands surrounding the Project site are not used for agricultural production and include commercial, light industrial, and medical office uses as well as undeveloped lands. According to the City's General Plan, the Project site is currently zoned BP (Business Park District) and is proposed to be changed to LI (Light Industrial District.) Because the Project site is not in or adjacent to an agricultural preserve and neither the Project site nor any immediately surrounding property is zoned for agricultural use, the Proposed Project would not conflict with an existing agricultural use, zoning, or a Williamson Act contract. No impact would occur.</p>				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				■
<p>According to the City's General Plan, the Project site is currently zoned BP (Business Park District) and is proposed to be changed to LI (Light Industrial District). Because the Project site is not in or adjacent to an agricultural preserve and neither the Project site nor any immediately surrounding property is zoned for agricultural use, the Proposed Project would not result in any other changes to the environment that could result in the conversion of farmland to non-agricultural use.</p>				
<p>III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</p>				
a) Conflict with or obstruct implementation of the applicable air quality plan?			■	
<p>Urban Crossroads completed an Air Quality Impact Analysis and Health Risk Assessment for the Proposed Project in September 2013 (See Appendix A), which serves as the basis to the analysis of potential air quality and health risk impacts. The Project site is located within the South Coast Air Basin (SCAB). The South Coast Air Quality Management District (SCAQMD) has jurisdiction over an approximately 12,000 square-mile area consisting of the four-county Basin and the Los Angeles County and Riverside County portions of what use to be referred to as the Southeast Desert Air Basin. In these areas, the SCAQMD is principally responsible for air pollution control, and works directly with the Southern California Association of Governments (SCAG), county</p>				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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transportation commissions, local governments, as well as state and federal agencies to reduce emissions from stationary, mobile, and indirect sources to meet state and federal ambient air quality standards.

Criteria for determining consistency with the 2012 Air Quality Management Plan (AQMP) are defined in Chapter 12, Section 12.2 and Section 12.3 of the SCAQMD's CEQA Air Quality Handbook (1993). These indicators are discussed below:

- Consistency Criterion No. 1: The Project will not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.

The violations that Consistency Criterion No. 1 refers to are the California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS). CAAQS and NAAQS violations would occur if localized significance thresholds (LSTs) were exceeded.

Construction Impacts

As evaluated as part of the Project LST analysis, the Project's mitigated localized construction-source emissions will not exceed applicable LSTs, and a less than significant impact is expected. Similarly, the Project's mitigated regional construction-source emissions will not exceed applicable regional thresholds established by the SCAQMD, and a less than significant impact is expected. Therefore, the Project would not conflict with the AQMP according to the criterion for construction activity (see Appendix A).

Operational Impacts

The Project LST analysis demonstrates that operational-source emissions would not exceed applicable LSTs, and a less than significant impact is expected. Similarly, Project operational source emissions would not exceed SCAQMD regional thresholds, and a less than significant impact is expected.

On the basis of the analysis presented in Appendix A, the Project is determined to be consistent with the first criterion.

- Consistency Criterion No. 2: The Project will not exceed the assumptions in the AQMP based on the years of Project build-out phase.

Construction and Operational Impacts

The Project site is currently designated as "Business Park", and proposes a zone change to "Light Industrial". The Project will not result in a more intense land use than what is currently adopted in the City General Plan. However, a "Business Park" land use would likely result in more vehicle trips and therefore more VMT and emissions from mobile sources as compared to a "Light Industrial" land use designation, based upon the City's General Plan Designation and zoning descriptions. Thus, the Project's operational emissions are accounted for in the AQMP and the AQMP air quality attainment goals because the land uses and development proposed by the Project are less intense than the land uses and development intensities reflected the current zoning, and consequently are within the scope of air quality considerations reflected in the AQMP. The location of the Project proximate to local and regional transportation facilities is expected to reduce vehicle miles traveled and associated mobile source (vehicular) emissions. Additionally, Project incorporation of Title 24 energy efficient technologies and operational programs, and compliance with SCAQMD emissions reductions and control requirements will reduce stationary source air emissions. These Project attributes and features are consistent with and support AQMP air pollution reduction strategies and promote timely attainment of AQMP air quality standards. Because the land use proposed by the Project is consistent with the currently adopted land use designation, the Project is in compliance with Consistency Criterion No. 2.

Therefore, the Proposed Project will not result in a significant impact with respect to AQMP consistency.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.			■	
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Refer to part Section III Air Quality (c) below for analysis and recommended mitigation measures.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?



The Proposed Project site development and construction was screened using the CalEEMod version 2013.2 prepared by the SCAQMD. This model is used to generate emissions estimates for land use development projects. The criteria pollutants screened for included: reactive organic gases (ROG), nitrous oxides (NO_x), carbon monoxide (CO), and particulates (PM₁₀ and PM_{2.5}). Two of these, ROG and NO_x, are ozone precursors. The emission levels listed in Table 1 reflect the estimated winter season levels, which are normally higher due to atmospheric conditions (marine layer). The general construction phases for most projects include site grading and development.

Constriction Emissions

Construction grading and building emissions are considered short-term, temporary emissions and were modeled with the following construction parameters: site grading (mass and fine grading) and site construction. Once construction is complete and the warehouse is in use, emissions will be predominately generated by heating, lighting, and traffic. The resulting emissions generated by construction of the Proposed Project are shown in Table 1.

**Table 1
Construction Emissions Summary
With Mitigation Incorporated
(Pounds Per Day)**

Source/Phase	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Maximum Daily Emissions	62.4	47.4	61.1	0.1	5.7	3.4
SCAQMD Threshold	75	100	550	150	150	55
Significant	No	No	No	No	No	No

Source: CalEEMod 2013.2

As shown in Table 1, construction emissions would not exceed SCAQMD thresholds with implementation of the following mitigation measures:

MM AQ-1

The following measures shall be incorporated into Project plans and specifications as implementation of Rule 403:

- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three (3) times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the midmorning, afternoon, and after work is done for the day.
- The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less

MM AQ-2

Grading plans, construction specifications and bid documents shall include notation that all equipment ≥ 100 horsepower (hp) shall be CARB Tier 3 Certified or better. All equipment with a horsepower rating of 25 hp up to 100 hp shall be CARB Tier 2 Certified or better. The City shall review grading plans, construction specifications, and bid documents for conformance with this mitigation measure prior to approval of grading plans and issuance of grading permits.

MM AQ-3

Only “Zero-Volatile Organic Compounds” paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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MM AQ-4

Diesel-powered portable generators shall not be used during the construction of the Project.

MM AQ-5

Signage will be provided at all Project entrances which states: diesel trucks servicing the project shall not idle for more than 5 minutes; and telephone numbers of the building facilities manager and the California Air Resources Board to report violations at locations. The signs must be of a size to be easily readable from the street.

MM AQ-6

Applicant shall design and construct 10,000 square-feet of structural reinforcement area as part of the roof of the Project building to accommodate an array of solar cells sufficient to meet energy demands of potential office and restroom facilities, taking into consideration limitations imposed by other rooftop equipment, building and fire code requirements, and other physical or legal limitations. Applicant shall actively explore use of solar with future tenants based upon execution of tenant lease agreements to determine what future tenant energy demands will be for the office and restroom areas of the Project, and to the extent that solar is economically feasible at the time tenants are under lease. This measure shall be incorporated into any Conditions of Approval adopted as part of the City’s approval of the overall Project.

Operational Emissions

The Project-related operations emissions, along with a comparison of SCAQMD significance thresholds, are shown on Table 2.

Results of the analysis indicate that operation of the Project will not exceed the applicable SCAQMD regional thresholds for Project related operational activity both without and with implementation of appropriate mitigation measures.

**Table 2
Operational Emissions Summary
(Pounds Per Day)**

Source	ROG	NO _x	CO	PM ₁₀	PM _{2.5}
Area Source	16.3	0.0	0.0	0.0	0.0
Energy Source	0.0	0.2	0.2	0.0	0.0
Mobile Source	15.2	45.8	52.5	10.2	3.4
Totals	31.5	46.0	52.5	10.2	3.4
SCAQMD Threshold	55	55	550	150	55
Significance	No	No	No	No	No

Source: CalEEMod 2013.2

As shown in Table 2 Operational Emissions don’t exceed SCAQMD thresholds. However, the following mitigation measures are recommended as best practice methods:

MM AQ-7

If refrigerated trucks are to be used on the premises, the Applicant shall install plug-ins sufficient to accommodate all refrigerated units.

MM AQ-8

Applicant shall use only native or drought tolerant landscaping on the Project, pursuant to City of Moreno Valley planning and zoning requirements and subject to City approval.

MM AQ-9

Upon and following initial occupancy of the Project, no diesel-powered “yard goats” or forklifts shall be permitted.

MM AQ-10

All hot water heaters installed by Applicant that exceed 50 gallon capacity shall be powered through the solar cells mounted on the roof of the building or other on-site renewable power source, provided that the facility shall be able to use electric insta-hot units in all areas of the building that have hand sinks providing hot water. Natural gas heating units may be used in the alternative.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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MM AQ-11

The Project building shall be designed, as determined commercially reasonable by the Applicant, with the goal of meeting the equivalent of LEED Certification under the current Core & Shell Standards set forth by the U.S. Green Building Council; however, the Applicant shall not be obligated to obtain formal LEED certification from the U.S. Green Building Council, provided that the Project building is designed to meet the criteria that would be necessary in order to achieve LEED Certification. As used in this Mitigation Measure, “commercially reasonable” shall mean that the actions involved are capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic and other circumstances that would be considered by a prudent commercial entity.

Health Risk Assessment

The Health Risk Assessment (Appendix A) determined that the Proposed Project would not exceed the significance DPM (Diesel Particulate Matter)-Source Cancer Risk threshold. A discussion of each analyzed scenario as follows:

Residential Exposure Scenario:

The residential land use with the greatest potential exposure to Project (DPM) source emissions is located adjacent to the site just north of Alessandro Boulevard. At the maximally exposed individual receptor (MEIR), the maximum incremental cancer risk attributable to Project DPM source emissions is estimated at 0.14 in one million, which is less than the threshold of 10 in one million. At this same location, non-cancer risks were estimated to be 0.0001, which would not exceed the applicable threshold of 1.0.

Worker Exposure Scenario:

The worker receptor land use with the greatest potential exposure to Project DPM source emissions is located immediately adjacent to the site just north of Elsworth Street. At the maximally exposed individual worker (MEIW), the maximum incremental cancer risk impact at this location is 0.28 in one million which is less than the threshold of 10 in one million. Maximum non-cancer risks at this same location were estimated to be 0.001, which would not exceed the applicable threshold of 1.0.

School Child Exposure Scenario:

The school site land use with the greatest potential exposure to Project DPM source emissions is located at the Towngate Elementary School located approximately one mile (5,000 feet/1,524 meters) northwest of the Project site. At the maximally exposed individual school child (MEISC), the maximum incremental cancer risk impact at this location is 0.01 in one million which is less than the threshold of 10 in one million. Maximum non-cancer risks at this same location were estimated to be 0.00001 which would not exceed the applicable threshold of 1.0.

The results of the analysis also indicate that the project will not result in a significant cumulative health risk. Although Project operations will not exceed the risk threshold of 10 in one million established by the SCAQMD, the following measures are consistent with design and operating attributes of contemporary distribution warehouses in the SCAB, and are recommended as means to generally reduce local and regional DPM-source cancer risk impacts.

MM AQ-12

The truck access gates and loading docks within the truck court on the Project site shall be posted with signs which state:

- Truck drivers shall turn off engines when not in use;
- Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and
- Telephone numbers of the building facilities manager and the CARB to report violations.

MM AQ-13

Site design shall allow for trucks to check-in within the facility area to prevent queuing of trucks outside the facility.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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d) Expose sensitive receptors to substantial pollutant concentrations?			■	
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The potential impact of Project-generated air pollutant emissions at sensitive receptors has also been considered and the analysis is presented in Appendix A. Sensitive receptors can include uses such as long-term health care facilities, rehabilitation centers, and retirement homes. Residences, schools, playgrounds, child care centers, and athletic facilities can also be considered as sensitive receptors.

The nearest sensitive receptor land use (defined as a place where an individual could remain for 24-hours) would be the apartment complex approximately 985 feet/300 meters north of the Project boundary.

Although a business park is not typically considered to be a sensitive receptor, for analysis purposes as a conservative measure, the business park located approximately 17.55 feet/5.35 meters south of the Project site are considered in the LST analysis for localized emissions.

The SCAQMD Approved Methodology explicitly states that “It is possible that a project may have receptors closer than 25 meters. Projects with boundaries located closer than 25 meters to the nearest receptor should use the LSTs for receptors located at 25 meters.” Accordingly, LSTs for receptors at 25 meters are utilized in this analysis for localized emissions and provide for a conservative i.e. “health protective” standard of care as any receptors located further away would be exposed to a lesser impact.

The LST, for analysis purposes, calculated sensitive receptors at a distance of 25 meters from the Project boundary as a conservative measure. Results of the LST analysis indicate that the Project will not exceed the SCAQMD localized significance thresholds and a less than significant impact is expected during construction and operational activity. Therefore sensitive receptors would not be subject to a significant air quality impact during Project construction or operations.

The Project would not result in a significant CO “hotspot” as a result of Project-related traffic during ongoing operations, thus a less than significant impact to sensitive receptors during operational activity is expected.

e) Create objectionable odors affecting a substantial number of people?			■	
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The Project does not contain land uses typically associated with emitting objectionable odors. Potential odor sources associated with the Project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities, and the temporary storage of domestic solid waste (refuse) associated with the Project’s (long-term operational) uses. Standard construction requirements would minimize odor impacts resulting from construction activity. It should be noted that any construction odor emissions generated would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction activity and is thus considered less than significant. It is expected that Project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the City of Moreno Valley’s solid waste regulations.

The ultimate tenant of the proposed Project’s warehouse building is not yet known, but may include any of those uses permitted by the City’s General Plan Designation of Business Park/Light Industrial, and the proposed LI (Light Industrial) zoning. Some of these types of uses have the potential to generate odor during the course of their operational activities, but based on the building’s design, all operational activities except for vehicle movement on the site would occur within the enclosed building. No residences or other sensitive receptors are located within the immediate vicinity of the Project site.

The Project would be required to comply with SCAQMD Rule 402 to prevent occurrences of public nuisances. Therefore, odors associated with the Project construction and operations would be less than significant and no mitigation is required.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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IV. BIOLOGICAL RESOURCES. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service?		■		
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The Project site is located in an area of the City Moreno Valley that is primarily developed with light industrial, commercial, and/or business park land uses. A biological resources survey of the site was not completed; however, available information including aerial satellite imagery, relevant planning documents, and the California Natural Diversity Database (CNDDDB) were used to determine potential impacts to biological resources at the site.

The Project site is surrounded by business park, light industrial, and commercial development on the north, west, and south; there is one undeveloped parcel to the east and another to the northeast. Development of the site within this urbanized area, could be considered as an in-fill project. There is no immediate connectivity to native habitat in the vicinity of the project. Under existing conditions that were confirmed during an October 2013 site visit, the approximately 16.07-acre site is undeveloped, routinely disked, and vegetated with semi-natural herbaceous vegetation that includes grasses and annuals. The site would be classified as disturbed and provides no native habitat thus a less than significant impact is anticipated.

A CNDDDB records search indicates one record of burrowing owl (*Athene cunicularia*) approximately 1.25 miles southeast of the site and two records of the same species approximately three miles southwest. The Riverside County Integrated Project Conservation Summary Report did not identify burrowing owl habitat assessment requirements for the site. However, pursuant to MSHCP requirements and in order to avoid potential impacts to burrowing owl, it is recommended that the following mitigation be implemented as part of the Proposed Project.

MM BIO-1

A burrowing owl pre-construction survey shall be conducted by a qualified biologist within 30 days prior to ground disturbance to avoid impacts to the species. Should burrowing owls and/or occupied nests be detected on the property, the nests will be avoided and protective measures as recommended by the qualified biologist will be implemented.

b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?			■	
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Based on a review of available aerial satellite imagery and a site visit on October 1, 2013, there are no riparian habitat resources on the site that would be impacted by the Proposed Project. The Fish and Wildlife Service National Wetlands Inventory Mapper identifies a riverine intermittent streambed transecting the northwest corner of the property. However, development immediately north and west of the site has resulted in the elimination of any natural channel on-site. Storm flows in the vicinity enter the storm drain on Elsworth Street and are conveyed to an open ditch storm drain located on the south side of Cactus Avenue; the storm drain ditch is identified in the National Wetlands Inventory as an excavated riverine intermittent streambed. There are no riparian or wetland resources on the site that would be impacted by the implementation of the Proposed Project. Less than significant impacts to any riparian habitat or other sensitive natural community are anticipated.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				■
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No wetlands occur on the site. No impact to wetlands will occur.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?			■	
<p>The project site is surrounded by business park, light industrial, and commercial development on the north, west, and south; there is one undeveloped parcel to the east and another to the northeast. The site appears to undergo regular vegetation clearing and is vegetated by semi-natural herbaceous grasses. The project site does not support any native habitat and is not contiguous to any native or potential habitat. However; the site may provide foraging habitat for species protected under the Migratory Bird Treaty Act. In order to avoid potential impacts to these species, it is recommended that mitigation measure BIO-2 be implemented as part of the project's conditions of approval. The purpose of the survey effort is to mitigate potential impacts to avian species protected by the federal Migratory Bird Treaty Act (MBTA) and comparable state protected species that may occur during otherwise lawful activities associated with project build out. Implementation of this mitigation measures will reduce potential impacts to less than significant.</p> <p>MM BIO-2 Within 30 days prior to ground disturbance, a pre-construction survey of any shrubs on-site shall be conducted by a qualified biologist to determine if any migratory bird nests exist and are occupied. Should occupied nests be detected on the property, the nests will be avoided and protective measures as recommended by the qualified biologist will be implemented.</p>				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				■
<p>The project site does not contain any trees. The Proposed Project would not violate any local tree preservation ordinance thus, no impacts would occur.</p>				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			■	
<p>The project site is subject to the provisions of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The site is located within the Reche Canyon/Badlands Area Plan of the MSHCP. The site is not located within an area plan sub-unit or within a criteria cell group. The project site does not have specific species habitat assessment requirements as identified by the Riverside County Integrated Project Conservation Summary Report Generator. Per Section 6 of the MSHCP all projects within the MSHCP Plan Area must be reviewed for compliance with plan policies pertaining to Riparian/Riverine resources, narrow endemic plant species, urban/wildlands interface, and additional survey needs as applicable. The following findings were made for the MSHCP consistency analysis:</p> <p><u>MSHCP Section 6.1.2: Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools</u> Based on a review of available aerial satellite imagery and a site visit on October 1, 2013, there are no riparian habitat resources on the site that would be impacted by the Proposed Project. The Fish and Wildlife Service National Wetlands Inventory Mapper identifies a riverine intermittent streambed transecting the northwest corner of the property. However, development immediately north and west of the site has resulted in the elimination of any natural channel on-site. Storm flows in the vicinity enter the storm drain on Elsworth Street and are conveyed to an open ditch storm drain located on the south side of Cactus Avenue; the storm drain ditch is identified in the National Wetlands Inventory as an excavated riverine intermittent streambed. There are no riparian or wetland resources on the site that would be impacted by the implementation of the Proposed Project.</p> <p><u>MSHCP Section 6.1.3: Protection of Narrow Endemic Plant Species</u> As indicated in the Riverside County Integrated Project Conservation Summary Report Generator, the project site is not located within a narrow endemic plant species survey area. Based on a review of available aerial satellite imagery the site appears to be regularly cleared of shrub vegetation and vegetated by non-native grasses and herbaceous plant species.</p> <p><u>MSHCP Section 6.1.4: Guidelines Pertaining to the Urban/Wildlands Interface</u> The Urban/Wildland Interface guidelines of the MSHCP address indirect effects associated with locating development in proximity to the MSHCP Conservation Area. The Proposed Project is not located in the vicinity of existing conservation lands or criteria cells with conservation goals. Implementation of the Proposed Project would not result in impacts to the conservation land urban/wildlands interface.</p>				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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MSHCP Section 6.3.2: Additional Survey Needs and Procedures
As indicated in the Riverside County Integrated Project Conservation Summary Report the Project Site is not located in an area with additional survey needs and procedures. No species specific surveys were completed. Thus, the Proposed Project's propensity to conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan is considered less than significant impact

V. CULTURAL RESOURCES. Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				■
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The Project site contains no structures or sites of historic significance. Because no historic resources exist on the property, no impact would occur. The Project site was not identified as a historic resource as part of the historic resource inventory that was conducted as part of the City's General Plan EIR, Exhibit 5.10-1. Therefore, implementation of the Proposed Project has no potential to result in a substantial adverse change to any designated historic resource, because no such resources exist on the Project site.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			■	
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According to the City's General Plan EIR, the subject property is not a part of any known village complex. Additionally, the Project site is not located in an area identified within EIR Figure 5.10-2, Location of Pre Historic Sites.

During site excavation and/or grading activities there is a potential to uncover archaeological resources that may be buried beneath the surface of the site if ground disturbance extends into previously undisturbed soils. Conditions of Approval would be imposed on the Project that would require any suspected archaeological resources discovered during ground-disturbing activities to be evaluated by a qualified archaeologist. Ground-disturbing activities would be required to cease within the immediate vicinity of any suspected archaeological resources until the qualified archaeologist determines the significance of the suspected archaeological resource and protective measures are implemented as recommended by the qualified archaeologist. Mandatory compliance with the Conditions of Approval would ensure that potential impacts to previously undiscovered archaeological resources would be less than significant.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				■
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As identified in the City's General Plan EIR Figure 5.10.3, Paleontologic Resource Areas, the Project site does not contain any known unique geologic features. The site is located in an area that has a "low" potential to contain unique paleontological resources. Depth of grading for the Proposed Project would be approximately five feet or less, which also substantially limits the potential for subsurface resource discovery. For these reasons, the Proposed Project has no potential to destroy unique paleontological resources or geologic features. No impact would occur.

d) Disturb any human remains, including those interred outside of formal cemeteries?			■	
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Construction activities, particularly grading, could potentially disturb human remains interred outside of a formal cemetery. Thus, the potential exists that human remains may be unearthed during grading and excavation activities associated with Project construction.

In the event that human remains are discovered during Project grading or other ground disturbing activities, the Project would be required to comply with the applicable provisions of California Health and Safety Code §7050.5 as well as Public Resources Code §5097 et. seq. Mandatory compliance with these provisions of California state law would ensure that impacts to human remains, if unearthed during construction activities, would be appropriately treated and ensure that potential impacts are less than significant.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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VI. GEOLOGY AND SOILS. Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			■	
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According to a site-specific geotechnical evaluation conducted in May 2013 by Sladden Engineering (See Appendix B), the Project site is not located within an Alquist Priolo fault zone. No known earthquake faults are located on the Project site (United States Geological Survey 2010, California Department of Conservation 2010), and the nearest mapped fault is located approximately 5.9 miles to the east of the site as depicted on Figure 5.6-2 of the City's General Plan EIR. Because there are no faults located on the Project site, there is little potential that the Project could expose people or structures to adverse effects related to ground rupture. Thus impacts are considered less than significant.

(ii) Strong seismic ground shaking?			■	
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According to a site-specific geotechnical evaluation conducted in May 2013 by Sladden Engineering, the Project site is located in a seismically active area of Southern California and is expected to experience moderate to severe ground shaking during the lifetime of the Project. This risk is not considered substantially different than that of other similar properties in the Southern California area. As a mandatory condition of Project approval, the Project would be required to construct proposed structures in accordance with the California Building Standards Code (CBSC), also known as California Code of Regulations (CCR), Title 24 and the City Building Code. The CBSC and City Building Code are designed to preclude significant adverse effects associated with strong seismic ground shaking. With mandatory compliance with standard design and construction measures, potential adverse impacts would be reduced to less than significant and the Project would not expose people or structures to substantial adverse effects, including loss, injury or death, involving seismic ground shaking.

(iii) Seismic-related ground failure, including liquefaction?			■	
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According to a site-specific geotechnical evaluation conducted in May 2013 by Sladden Engineering, the potential differential seismic settlement due to liquefaction or dry sand settlement is considered negligible. In addition, the project would be designed in accordance with the latest applicable seismic safety guidelines, including the requirements of the CBSC, which is anticipated to reduce the risk of seismic-related ground failure to less than significant levels. As such, development of the Project site would result in less than significant risks related to seismic-related ground failure, including liquefaction.

(iv) Landslides?				■
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According to a site-specific geotechnical evaluation conducted in May 2013 by Sladden Engineering and a review of USGS Topographic maps covering the Project site, there are no hillsides or steep slopes on the site or in the vicinity of the Project site. Accordingly, the Project site is located within an area with no potential for landslides, and development on the subject property would not be exposed to any risk of landslide.

(b) Result in substantial soil erosion or the loss of topsoil?			■	
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The State of California is authorized to administer various aspects of the National Pollutant Discharge Elimination System (NPDES). Construction activities covered under the State's General Construction permit include removal of vegetation, grading, excavation, or any other activity that causes the disturbance of one acre or more.

The General Construction permit requires developments of one-acre or more to reduce or eliminate non-storm water discharges into storm water systems, and to develop and implement a Storm Water Pollution Prevention Plan (SWPPP). The Regional Water Quality Control Board (RWQCB), Santa Ana Region has issued an area-wide NPDES Storm Water Permit for the County Riverside, the Riverside County Flood and Water Conservation District Control District, and the incorporated cities of Riverside County within the Santa Ana Region. The City of Moreno Valley then requires implementation of measures for a project to comply with the area-wide permit requirements. The SWPPP would include Best Management Practices (BMP's) to prevent construction of the project to pollute surface waters. This is a standard condition of approval applicable to this project. BMP's would include, but would not be limited to street sweeping of adjacent roads during construction, and the use of hay bales or sand bags to control erosion during the rainy season.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Compliance with the NPDES permit requirements, and implementation of a SWPPP would protect the site from the loss of topsoil and off-site sedimentation. A less than significant impact would result.

(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			■	
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According to the City's General Plan, the Project site is not located in an area subject to landslide, lateral spreading, subsidence or liquefaction hazards. Sladden Engineering, as part of its site-specific geotechnical evaluation in May 2013, conducted liquefaction and dry sand settlement analysis. The analysis and calculations concluded the potential differential settlement was negligible based upon a probable magnitude 6.9 seismic event and peak ground acceleration. Based upon the testing performed, the Proposed Project would be subjected to less than significant risks related to unstable geologic units and/or soils.

(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			■	
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The geotechnical report for the Project site completed by Sladden Engineering in May 2013 determined that most soils within the subject property consist of sands and silty sands that are non-expansive and concludes the risk of structural damage caused by expansive soils to be minimal. However, the geotechnical report recommends additional soils testing should be performed subsequent to grading and final foundation and slab design, and based upon post-grading expansion test results.

The Proposed Project would be subject to the recommendations of the post-grading geotechnical results as well as future geotechnical recommendations associated with future grading and building permits, which would ensure that any potentially expansive soils encountered during grading on the Project site are appropriately remediated through site design considerations. Therefore, the Proposed Project would be subjected to less than significant risks related to expansive soils.

(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				■
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Sewer service is available to the Project. The Project would not install septic tanks or alternative wastewater disposal systems on the Project site. Therefore, no impact would occur.

VII. GREENHOUSE GAS EMISSIONS. Would this project?

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			■	
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A Greenhouse Gas Evaluation prepared by Urban Crossroads, September 13, 2013 (See Appendix A) addressing the Proposed Project. According to the report, the total amount of Project-related GHG emissions when accounting for applicable regulatory developments, and the Project's general Air Quality mitigation measures would total 3,121.77 MMTCO₂e. Refer to Table 3 for emissions estimates.

**Table 3
Total Project Greenhouse Gas Emissions (Annual) (Metric Tons Per Year)**

Emission Source	Emissions (metric tons per year)			
	CO ₂	CH ₄	N ₂ O	Total CO ₂ E
Annual contraction-related emissions amortized over 30 years	17.05	0.003	--	17.06
Energy	447.29	0.02	4.63e-3	449.13
Mobile Sources	2,480.75	0.06	--	2,481.91
Waste	71.18	4.21	--	159.52
Water Usage	12.09	0.07	1.79e-3	14.15
Total CO₂-E (All Sources)	3,121.77			

Source: CalEEMOD™ model output, See Appendix "A" for detailed model outputs.

Note: Totals obtained from CalEEMOD™ and may not total 100% due to rounding.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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As shown in Table 3 the project will result in approximately 3,121.77 MTCO₂e per year; the Proposed Project would not exceed the SCAQMD's interim threshold of 10,000 MTCO₂e per year. Therefore, a less than significant impact will occur.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			■	
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As identified within the Greenhouse Gas Evaluation prepared by Urban Crossroads, September 13, 2013, Table 4 summarizes the project's consistency with the State Air Resources Board (ARB) Scoping Plan. As summarized, the project will not conflict with any of the provisions of the Scoping Plan and in fact supports seven of the action categories through energy efficiency, water conservation, recycling, and landscaping.

**Table 4
Scoping Plan Consistency Summary**

Action	Supporting Measures	Consistency
Cap-and-Trade Program	--	Not Applicable. These programs involve capping emissions from electricity generation, industrial facilities, and broad scoped fuels. Caps do not directly affect light industrial projects.
Light-Duty Vehicle Standards	T-1	Not Applicable. This is a statewide measure establishing vehicle emissions standards.
Energy Efficiency	E-1	Consistent. The project will include a variety of building, water, and solid waste efficiencies consistent with 2011 CALGREEN requirements.
	E-2	
	CR-1	
	CR-2	
Renewables Portfolio Standard	E-3	Not Applicable. Establishes the minimum statewide renewable energy mix.
Low Carbon Fuel Standard	T-2	Not Applicable. Establishes reduced carbon intensity of transportation fuels.
Regional Transportation-Related Greenhouse Gas Targets	T-3	Consistent. The project will include features that reduce greenhouse gas emissions, assisting the region in meeting emissions targets.
Vehicle Efficiency Measures	T-4	Not Applicable. Identifies measures such as minimum tire-fuel efficiency, lower friction oil, and reduction in air conditioning use.
Goods Movement	T-5	Not Applicable. Identifies measures to improve goods movement efficiencies such as advanced combustion strategies, friction reduction, waste heat recovery, and electrification of accessories. While these measures are yet to be implemented and will be voluntary, the Proposed Project would not interfere with their implementation.
	T-6	
Million Solar Roofs Program	E-4	Not Applicable. Sets goal for use of solar systems throughout the state. While the project currently does not include solar energy generation, the building could support solar panels in the future.
Medium- & Heavy-Duty Vehicles	T-7	Consistent. MD and HD trucks and trailers working from the proposed warehouses will be subject to aerodynamic and hybridization requirements as established by ARB; no feature of the project would interfere with implementation of these requirements and programs.
Industrial Emissions	I-1	Not Applicable. These measures are applicable to large industrial facilities (>500,000 MTCO ₂ E/YR) and other intensive uses such as refineries.
	I-2	
	I-3	
	I-4	
	I-5	
High Speed Rail	T-9	Not Applicable. Supports increased mobility choice.
Green Building Strategy	GB-1	Consistent. The project will include a variety of building, water, and solid waste efficiencies consistent with 2011 CALGREEN requirements.
High Global Warming Potential Gases	H-1	Not Applicable. The proposed warehouses are not substantial sources of high GWP emissions and will comply with any future changes in air conditioning, fire protection suppressant, and other requirements
	H-2	
	H-3	
	H-4	
	H-5	
	H-6	
	H-7	
Recycling and Waste	RW-1	Consistent. The project will be required recycle a minimum of 50 percent from construction activities and warehouse operations per State and County requirements.
	RW-2	
	RW-3	
Sustainable Forests	F-1	Consistent. The project will increase carbon sequestration by increasing on-site trees per the project landscaping plan.
Water	W-1	Consistent. The project will include use of low-flow fixtures and efficient landscaping per State requirements
	W-2	
	W-3	
	W-4	
	W-5	
	W-6	
Agriculture	A-1	Not Applicable. The project is not an agricultural use.

ARB's Scoping Plan identifies strategies to reduce California's greenhouse gas emissions in support of AB32. Many of the strategies identified in the Scoping Plan are not applicable at the project level, such as long-term technological improvements to reduce

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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emissions from vehicles. Some measures are applicable and supported by the project, such as energy efficiency. Finally, while some measures are not directly applicable, the project would not conflict with their implementation, and therefore have a less than significant impact.

VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project?

a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?			■	
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Approval of the project will modify the zoning from BP (Business Park District) to LI (Light Industrial District). The specific business or tenant that will occupy the Project site's proposed building is not known at this time. Based on the list of land uses permitted in the Light Industrial District by the Moreno Valley Area Plan, it is possible that hazardous materials could be used during the course of daily operations. Examples of types of businesses that could occupy the proposed buildings on-site include warehousing/ distribution, assembly and light manufacturing, and repair facilities.

Hazardous materials used by the future tenant of the Project may include chemical reagents, solvents, fuels, paints, and cleansers. Potential on-site uses also could generate hazardous byproducts that eventually must be handled and disposed of as hazardous materials. If businesses that use or store hazardous materials occupy the Project, the business owner and operator would be required to comply with all applicable federal, state, and local regulations including all CUPA regulations and maintain a Business Emergency Contingency Plan with the Riverside County Environmental Health Department, Hazardous Material Division that is required to be updated annually. With mandatory regulatory compliance, the Project would not pose a significant hazard to any nearby use and any impacts would be less than significant.

Hazardous or toxic materials transported in association with construction of the project may include items such as oils, paints, and fuels. All materials required during construction will be kept in compliance with State and local regulations. With implementation of Best Management Practices (BMPs) and compliance with all applicable regulations, potential impacts from the use of construction-related hazardous materials is considered less than significant.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			■	
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See response to Item VIII Hazards and Hazardous Materials (a), above.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				■
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The Proposed Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼-mile of a school. The nearest school to the project site is the Moreno Valley High School located at 23300 Cottonwood Avenue, and is located approximately 0.7 miles northeast of the project site. No impacts are anticipated.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?			■	
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A Phase 1 Environmental Site Assessment (ESA) was prepared for the Project site by Centec Engineering in April 2013. No evidence of hazardous materials, hazardous waste, underground storage tanks (USTs), or above-ground storage tanks (ASTs) was observed on-site during the site reconnaissance. No transformers or other potentially PCB-containing equipment was observed on-site during the site reconnaissance. According to a review of available historical data, it appears that the undeveloped portion of the subject property was vacant land from at least 1938 to the present. Additionally, the site is not listed in any regulatory database for hazardous materials sites. Although the March Air Reserve Base (MARB), approximately ¼-mile south of the Project site is listed as having the potential for groundwater contamination associated with its past use, the Phase I ESA report concludes that due to the orientation of groundwater flows in the area and distance to the MARB, the potential for groundwater contamination at the Project site is considered low. No other contaminated sites within the vicinity have the potential to create a significant hazard to future site workers. Finally, the project site is not included on the list of hazardous materials sites compiled in accordance with Government Code No. 65962.5. Therefore, a significant impact associated with contamination on or affecting the Project site would not occur.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			■	
<p>The Project site is located 1.2 mile north of the March Air Reserve Base runway and approximately 0.4 miles north of the base property. Pursuant to the March Air Reserve Base Compatible Use Zone Study commissioned by the United States Air Force and as depicted on the City's General Plan, Figure 6-5, Air Crash Hazards, the Project site is not located within a zone subject to hazards related to air crashes. According to the Riverside County Airport Land Use Commission's Airport Compatibility Plan, the Project site is located outside of any Airport Compatibility Zone. Therefore, implementation of the Proposed Project would not result in a safety hazard for people residing or working in the Project area, and impacts would be less than significant.</p>				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				■
<p>There are no private airfields or airstrips in the vicinity of the Project site. A significant impact associated with private airstrips would not occur.</p>				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?			■	
<p>The Project site does not contain any emergency facilities nor does it serve as an emergency evacuation route. During construction and long-term operation, the Proposed Project would be required to maintain adequate emergency access for emergency vehicles as required by the City. Because the Project would not interfere with an adopted emergency response or evacuation plan, impacts are determined to be less than significant.</p>				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				■
<p>As shown on City's General Plan EIR, Figure 5.5-2, Floodplains and High Fire Hazard Areas, the Proposed Project is not located within a high wildfire hazard area. The Project site is located in an area that has been largely developed, with both business park and light industrial land uses. No wildlands are located on or adjacent to the Project site. Accordingly, the Proposed Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires.</p>				
IX. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			■	
<p>The Proposed Project would disturb approximately 16.07 acres and is therefore subject to the National Pollution Discharge Elimination System (NPDES) permit requirements. The State of California is authorized to administer various aspects of the NPDES.</p> <p>Construction activities covered under the State's General Construction permit include removal of vegetation, grading, excavating, or any other activity that causes the disturbance of one acre or more. The General Construction permit requires recipients to reduce or eliminate non-storm water discharges into stormwater systems, and to develop and implement a Storm Water Pollution Prevention Plan (SWPPP). The purpose of a SWPPP is to: 1) identify pollutant sources that may affect the quality of discharges of stormwater associated with construction activities; and 2) identify, construct and implement stormwater pollution control measures to reduce pollutants in stormwater discharges from the construction site during and after construction.</p> <p>The RWQCB has issued an area-wide NPDES Storm Water Permit for the County of Riverside to the Riverside County Flood Control and Water Conservation District, and the incorporated cities of Riverside County. The County of Riverside requires implementation of measures for a project to comply with the area-wide permit requirements. A SWPPP is based on the principles of Best Management Practices (BMPs) to control and abate pollutants. The SWPPP must include (BMPs) so that construction of the project would not pollute surface waters. The BMPs may include, but are not limited to, street sweeping of paved roads around the site during construction, and the use of hay bales or sand bags to control erosion during the rainy season. BMPs may also include or require:</p>				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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- The contractor to avoid applying materials during periods of rainfall and protect freshly applied materials from runoff until dry.
- All waste to be disposed of in accordance with local, state and federal regulations. The contractor will be required to contract with a local waste hauler or ensure that waste containers are emptied weekly. Waste containers cannot be washed out on-site.
- All equipment and vehicles are to be serviced off-site.

Mandatory compliance with the Project’s WQMP (Appendix D), in addition to compliance with NPDES Permit requirements, would ensure that all potential pollutants of concern are minimized or otherwise appropriately treated prior to being discharged into receiving waters. Therefore, implementation of the Proposed Project would not violate any water quality standards or waste discharge requirements, and impacts would be less than significant.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

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As shown on the City’s General Plan EIR Figure 5.7-2, Groundwater Basins, the Project site overlies the Perris North Groundwater Basin. There are currently few domestic uses for groundwater within the City, due to salinity/water quality issues, and the City primarily relies on imported water received from the Eastern Municipal Water District for its domestic water supply. The Project does not propose the installation of any wells that would directly extract groundwater; however, the change in pervious surfaces to impervious surfaces that would occur with development of the site could reduce the amount of water percolating into the underground aquifer that underlies the Project site and a majority of the City. However, and as noted in the City’s General Plan EIR (Page 5.7-12), “the impact of an incremental reduction in groundwater would not be significant as domestic water supplies are not reliant on groundwater as a primary source.” With development of the Project, the local groundwater levels would not be significantly affected. Therefore, impacts to groundwater supplies and recharge would be less than significant.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

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As identified within the Preliminary Hydrology Report prepared by CA Engineering Inc., September 4, 2013 (See Appendix E), construction of the Proposed Project would not significantly alter the existing drainage pattern. Any alteration in drainage pattern has the potential to result in erosion and siltation both on-site during construction and off-site upon build-out of the Project. Construction-related grading activities involving soil disturbance would ultimately expose surficial soils for a period of time with the potential for on-site erosion during a rainstorm event. In the long-term, development of the property would generate stormwater due to the increased amount of hardscape and landscaped surfaces. However, the project will not alter the course of any stream or river. All runoff would be conveyed to on-site detention basins, which have been designed to handle the flows. The project design includes landscaping of non-hardscape areas to prevent erosion. Construction of the proposed on-site drainage system would ensure surface runoff would not result in flooding on- or off-site; therefore making this impact less than significant.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?

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The Preliminary Hydrology Report prepared by CA Engineering Inc., September 4, 2013, identifies that the Proposed Project will not alter the course of any stream or river. All runoff would be conveyed to on-site detention basins, which have been designed to handle the projected storm event flows. The project design includes a bio-swale, two detention basins, and landscaping of non-hardscape areas to prevent erosion. Construction of the proposed on-site drainage system would ensure surface runoff would not result in flooding on- or off-site; therefore making this impact less than significant.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			■	
<p>As identified within the Preliminary Hydrology Report prepared by CA Engineering Inc., September 4, 2013, the Proposed Project includes construction of two storm drain systems that exit into a bio-swale located along the south property line. The flow then goes easterly and westerly into two basins located at the southeast and southwest corners of the property and then into storm drain facilities located in the adjoining streets. Storm events of 2, 5, 10, and 100-year with 24-hour duration storms were modeled. Preliminary Hydrology Report concludes the Proposed Project facilities will adequately provide drainage conveyance in accordance with the 100-year design storm event, and will convey flows safely through the site without an impact upon existing drainage conditions. Thus impacts are considered to be less than significant.</p>				
f) Otherwise substantially degrade water quality?				■
<p>The Proposed Project does not present any conditions beyond what is described above that could result in the substantial degradation of water quality. Thus no impact is anticipated.</p>				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				■
<p>The site falls within a Zone "X" designation under FEMA Map 06065C0745, dated August 28, 2008. According to the City's General Plan Figure 6-4, <i>Flood Hazards</i>, the project site occurs outside of the 100-year and 500-year flood zones. The project will not place any housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood delineation map, therefore no impacts are anticipated.</p>				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				■
<p>See response IV (g) above.</p>				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				■
<p>According to the According to City's General Plan Figure 6-4, <i>Flood Hazards</i>, the project site occurs outside of the 100-year and 500-year flood zones and is not located within a potential dam inundation area.</p>				
j) Inundation by seiche, tsunami, or mudflow?				■
<p>Due to the inland distance from the Pacific Ocean and any other significant body of water, tsunamis and seiches are not potential hazards; therefore impacts from seiche and tsunami are not anticipated.</p>				
<p>X. LAND USE AND PLANNING. Would the project:</p>				
a) Physically divide an established community?				
<p>The Proposed Project would accommodate a zone change from BP (Business Park District) to LI (Light Industrial District), a lot consolidation, and allow development of an approximate 366,698 sq. ft. warehouse building on an approximate 16.07-acre property. The Project site is located in an area dominated by a combination of warehousing, business park, and light industrial land uses. Surrounding land uses in the vicinity of the Proposed Project are developed for medical office facilities north of New Hope Street; automotive repair and light industrial warehouse buildings to the south; a vacant parcel and the City of Moreno Valley Police Department to the east; and a mixture of automotive repair, manufacturing facilities, and Business Park/commercial land uses to the west. The visual character of the site's surroundings is dominated by commercial, Business Park, and warehouse buildings and undeveloped properties designated for future light industrial and business park development. The Project site does not provide access to established communities and would not isolate any established communities or residences from neighboring communities. Thus, less than significant impacts are anticipated.</p>				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			■	
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The Proposed Project would accommodate a zone change from BP (Business Park District) to LI (Light Industrial District), a lot consolidation, and allow development of an approximate 366,698 sq. ft. warehouse building on an approximate 16.07-acre property. Approval of the project would be consistent with the Business Park/Light Industrial (BP) land use designation applied to the site by the General Plan. Rezoning the site from BP to LI would be consistent with zoning on properties located immediately southeast of the subject site and would not create a conflict with surrounding land uses. Rezoning the project site from BP (Business Park District) to LI (Light Industrial District) would ensure the proposed land use is consistent with the site zoning. As such, the Proposed Project would not conflict with applicable local land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect and impacts would be less than significant.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			■	
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As discussed in response to Section IV Biological Resources (d) and (f), the Proposed Project will have a less than significant impact upon the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, impede the use of native wildlife nursery sites, or conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan. The Project site is subject to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), which is the habitat conservation plan applicable to the City. The Proposed Project is not located within any MSHCP designated Criteria Cells or Cell Groups, and the Project site does not contain any riparian/riverine areas or vernal pools. Pursuant to MSHCP requirements, the Proposed Project is subject to pre-construction clearance surveys for burrowing owl. Therefore, the project will not conflict with any applicable habitat conservation plan or a natural community conservation plan.

XI. MINERAL RESOURCES. Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				■
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As discussed within the City's General Plan EIR, Chapter 5.14, Mineral Resources, there are no regionally or statewide significant mineral resources within the City planning area. The Project site is not located within an area known to be underlain by regionally- or locally-important mineral resources, or within an area that has the potential to be underlain by regionally- or locally-important mineral resources. No loss of valuable mineral resource will occur with the development of the project. The project will demand aggregate resources during construction consisting primarily of concrete, and asphalt which will be required as part of the construction. These resources are commercially available in the southern California region without any constraint and no potential for adverse impacts to the natural resources base supporting these materials is forecast to occur over the foreseeable future. The project demand for mineral resources is not significant due to the abundance of available local aggregate resources.

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				■
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Refer to the response to Item XI(a), above.

XII. NOISE. Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			■	
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Noise can be measured in the form of a decibel (dB), which is a unit for describing the amplitude of sound. The predominant rating scales for noise in the State of California are the Equivalent-Continuous Sound Level (Leq), and the Community Noise Equivalent Level (CNEL), which are both based on the A-weighted decibel (dBA). The Leq is defined as the total sound energy of time-varying

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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noise over a sample period. The CNEL is defined as the time-varying noise over a 24-hour period, with a weighting factor of 5 dBA applied to the hourly Leq for noises occurring from 7:00 p.m. to 10:00 p.m. (defined as relaxation hours) and 10 dBA applied to events occurring between 10:00 p.m. and 7:00 a.m. defined as sleeping hours). The State of California’s Office of Noise Control has established standards and guidelines for acceptable community noise levels based on the CNEL and Ldn rating scales. The purpose of these standards and guidelines is to provide a framework for setting local standards for human exposure to noise. Residential development, schools, churches, hospitals, and libraries have a normally acceptable community noise exposure range of 60 dBA CNEL to 70 dBA CNEL. Industrial development, manufacturing, and warehousing, have a normally acceptable community noise exposure range of 70 dBA CNEL to 80 dBA CNEL. Office buildings, businesses and professional buildings have a normally acceptable community noise exposure range of 67 dBA CNEL to 77 dBA CNEL. In addition, City noise standards prohibit building construction between 8 p.m. and 6 a.m. during the week and 8 p.m. and 7 a.m. on weekends and holidays.

The primary noise-generating activity associated with the Proposed Project would be project-generated traffic. As depicted on the City’s General Plan EIR, Figure 5.1.2 Build-out Noise Contours, traffic-related noise (at General Plan buildout) is not anticipated to exceed 60 dBA in the vicinity of the Proposed Project area. Existing and future traffic noise along the Proposed Project streets is not considered significant, and the Proposed Project would generate less traffic that what is accounted for in the General Plan. Thus less than significant impacts are anticipated for noise levels in the vicinity of the Proposed Project.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			■	
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Construction of the Proposed Project is not anticipated to require the use of equipment that would generate excessive ground borne vibration or ground-borne noise levels. It is likely that minor vibration would result from construction and grading activities. However construction activities would be short-term and would occur within the daytime hours permitted by the City.

The ultimate tenant of the proposed Project’s warehouse building is not yet known, but may include any of those uses permitted by the City’s General Plan Designation of Business Park/Light Industrial, and the proposed LI (Light Industrial) zoning. Any tenant would be subject to the City noise standards, thus less than significant impacts are anticipated.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			■	
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The proposed construction is anticipated to generate short-term construction noise. Post-construction activities at the Proposed Project are not anticipated to expose people to noise levels or generate noise levels in excess of standards established in the City’s General Plan or Development Code. The nearest receptor facing the site are medical offices that are located approximately 150 feet north of the site and would not be exposed to excessive post-construction project-related noise levels. Additionally, as depicted on Figure 3 – Conceptual Site Plan, all truck loading docks are located on the south side of the warehouse, facing the rear of the adjacent land use buildings (Automotive repair shops). Therefore, less than significant impacts are anticipated.

d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			■	
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The proposed construction is anticipated to generate short-term construction noise. Post-construction activities at the site are not anticipated to expose people to noise levels or generate noise levels in excess of standards established in the City’s General Plan or Development Code. The nearest receptor facing the site are medical offices that are located approximately 150 feet north of the site and would not be exposed to excessive post-construction project-related noise level. Adherence to the City’s noise ordinance would reduce any construction-related noise impacts to less than significant levels.

e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			■	
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According to the City’s General Plan EIR, Figure 5.4-1, *March Reserve Air Base Noise Impact Area*, the Project site is located outside of a 60dBA CNEL noise contour and would not be subjected to excessive noise levels due to operations at the air base. Due to the Project’s distance from the March Air Reserve Base, and the proposed land use on the site (Light Industrial), impacts associated with airport-related noise would be less than significant.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				■
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The Project site is not located near a private airfield and there are no private airfields or airstrips in the vicinity of the Project site. Therefore, the Proposed Project would not expose people to excessive noise levels associated with operations at a private airstrip.

XIII. POPULATION AND HOUSING. Would the project: a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			■	
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The Proposed Project would accommodate a zone change from BP (Business Park District) to LI (Light Industrial District), a lot consolidation, and allow development of an approximate 366,698 sq. ft. warehouse building on an approximate 16 acre property. Changing the Project site zoning from BP to LI would not result in growth that was not already anticipated by the City's General Plan and evaluated in the City's General Plan EIR. The Project site is served by existing public roadways and utility infrastructure exists to serve the property. As such, implementation of the Project would not result in direct or indirect growth in the area, and impacts are evaluated as less than significant.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				■
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The project site is currently undeveloped land and thus, the Proposed Project would not reduce the number of existing housing units, displace people or necessitate the construction of replacement housing elsewhere. No impact would result.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				■
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See response XIII (b) above.

XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
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a) Fire protection?			■	
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Based upon the City's General Plan, Figure 6-1, Fire Stations, the Proposed Project would be primarily served by the Towngate Fire Station (Station No.6), an existing station located approximately 2 miles north of the Project site. The Proposed Project is required to provide a minimum of fire safety and support fire suppression activities, including type of building construction, fire sprinklers, a fire hydrant system and paved access to the Proposed Project area. In addition, the Proposed Project is required to comply with the provisions of the City of Moreno Valley's Development Impact Fee Ordinance (Ordinance No. 695), which requires a fee payment that the City applies to the funding of public facilities, including fire protection facilities. Mandatory compliance with the Development Impact Fee Ordinance would be required prior to the issuance of building permits. Based on the foregoing, the Proposed Project would receive adequate fire protection service, and would not result in the need for new or physically altered fire protection facilities. Impacts to fire protection facilities are therefore considered less than significant.

b) Police protection?			■	
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The Proposed Project would accommodate a zone change from BP (Business Park District) to LI (Light Industrial District), a lot consolidation, and allow development of an approximate 366,698 sq. ft. warehouse building on an approximate 16.07-acre property. This would result in an incremental increase in demand for police protection services, but is not anticipated to require or result in the construction of new or physically altered police facilities. Prior to the issuance of building permits, the Project Applicant shall comply with the provisions of the City of Moreno Valley's Development Impact Fee Ordinance (Ordinance No. 695), which requires a fee payment that the City applies to the funding of public facilities, including police facilities. The Proposed Project is anticipated to require minimal police protection services, and would not result in the need for new or physically altered police protection facilities. Impacts to police protection facilities are considered less than significant.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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c) Schools?			■	
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The Project would not create a direct demand for public school services, as the subject property would be developed as a warehouse in a Light Industrial area of the City and would not generate any school-aged children requiring public education. The Project is not expected to draw new residents to the region or indirectly generate additional school-aged students requiring public education, thus the Proposed Project would not result in the need to construct new or physically altered public school facilities. The addition of employment uses on the Project site would assist in the achievement of the City's goal to provide a better jobs/housing balance within the City and the larger western Riverside County region as identified within the City's General Plan. The Project Applicant would be required to contribute development impact fees to the Moreno Valley Unified School District, in compliance with California Senate Bill 50 (Leroy F. Greene School Facilities Act of 1998). Mandatory payment of school fees would be required prior to the issuance of building permits. Impacts to public schools are therefore considered less than significant.

d) Parks?				■
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The Proposed Project would accommodate a zone change from BP (Business Park District) to LI (Light Industrial District), a lot consolidation, and allow development of an approximate 366,698 sq. ft. warehouse building on an approximate 16.07-acre property. The Project does not propose any type of residential use or other land use that may generate a population that would increase the use of existing neighborhood and regional parks or other recreational facilities in the vicinity. Accordingly, implementation of the Project would not result in the increased use or substantial physical deterioration of an existing neighborhood or regional park, and no impacts are anticipated.

e) Other public facilities?			■	
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The Proposed Project is not expected to result in a demand for other public facilities/services, such as libraries, community recreation centers, and/or animal shelters. Implementation of the Project would not adversely affect other public facilities or require the construction of new or modified facilities, thus less than significant impacts are anticipated

XV. RECREATION.				
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a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				■
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The Proposed Project would accommodate a zone change from BP (Business Park District) to LI (Light Industrial District), a lot consolidation, and allow development of an approximate 366,698 sq. ft. warehouse building on an approximate 16.07-acre property. No residential use or other land use that may generate a population that would increase the use of existing neighborhood and regional parks or other recreational facilities in the vicinity is proposed. Accordingly, implementation of the Project would not result in the increased use or substantial physical deterioration of an existing neighborhood or regional park, and no impacts are anticipated.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				■
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See response XV (a) above.

XVI. TRANSPORTATION/TRAFFIC. Would the project:				
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a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?		■		
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Urban Crossroads, prepared a Traffic Impact Analysis addressing the Proposed Project in September 2013 (See Appendix C). The traffic impact study area was defined in coordination with the City of Moreno Valley and in conformance with the requirements of the City's TIA preparation guidelines. Based on these guidelines, the minimum area to be studied included any intersection of

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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"Collector" or higher classification street, with "Collector" or higher classification streets, at which the Proposed Project will add 50 or more peak hour trips.

As identified in the TIA the "50 peak hour trip" criteria utilized by the City of Moreno Valley is consistent with the methodology employed by other jurisdictions throughout Riverside County and generally represents a threshold of trips at which a typical intersection would have the potential to be impacted. Although each intersection may have unique operating characteristics, this traffic engineering rule of thumb is a widely utilized tool for estimating a potential area of impact (i.e., study area).

To ensure that the TIA satisfied the needs of the City of Moreno Valley and complies with the City's TIA preparation guidelines, Urban Crossroads, Inc. prepared a Project Traffic Study Scoping Agreement for review by City staff prior to the preparation of the TIA. The Agreement provides an outline of the Project study area, trip generation, trip distribution, and analysis methodology. The Agreement approved by the City of Moreno Valley is included in Appendix C.

Intersections Analyzed

Consistent with the City of Moreno Valley traffic study guidelines, potential impacts to traffic and circulation were assessed for each of the following conditions:

- Existing (2013) Conditions (1 scenario)
- Existing plus Project Conditions (1 scenario)
- Opening Year (2018), Without and With Project (2 scenarios) – ambient growth only (EA and EAP)
- Opening Year Cumulative (2018), Without and With Project (2 scenarios) – ambient growth and cumulative development projects (EAC and EAPC)
- General Plan Buildout (Post-2035), Without and With Project (2 scenarios) – based on a version of Riverside County Transportation Analysis Model (RivTAM) modified to represent General Plan Buildout conditions for the City of Moreno Valley

A total of thirteen (13) Project study area intersection locations were analyzed as part of the TIA based on the following: (1) City's TIA analysis methodology that requires analysis of intersection locations with 50 or more peak-hour Project trips; and (2) input from the City of Moreno Valley Traffic Engineering Division. It should be noted that the intersections of Elsworth Street at Alessandro Boulevard and Veterans Way at Alessandro Boulevard were considered for evaluation; however, the TIA concluded the Project would contribute less than fifty (50) peak hour trips during the AM and PM peak hours at each location. Thus, the addition of Project traffic to these intersections is not anticipated to result in a significant change to those intersections peak hour operations.

The TIA was prepared consistent with Caltrans traffic study guidelines; in that a freeway mainline analysis was also conducted. The freeway mainline analysis locations included the segments on either side of the two interchanges where the Proposed Project is anticipated to contribute 100 two-way peak hour trips on the segments. The study area freeway mainline analysis locations included ten (10) SR-60 Freeway and I-215 Freeway mainline segments for the eastbound, westbound, northbound and southbound directions of flow. The TIA study also included an area freeway merge/diverge ramp junction analysis including six (6) I-215 freeway ramp junctions for both northbound and southbound directions of flow.

The TIA concluded that only one intersection (the intersection of Elsworth Street / Cactus Avenue) will operate at less than acceptable service level with the Proposed Project. Although the intersection is currently operating at unacceptable LOS (i.e., LOS "F") during the AM and PM peak hours under Existing (2013) traffic conditions, the addition of Project traffic (as measured by 50 or more peak hour trips) is anticipated to contribute to the deficiency at this intersection. Consistent with the City's significance criteria, as stated in their traffic study guidelines, the impact is considered significant. Therefore the following mitigation measure shall be implemented to reduce the Project's impact to a less than significant level:

MM TT-1

The Project Applicant shall pay appropriate development impact fees (fair share or "pro-rata") that will go towards the capital improvement program to provide for the implementation of the recommended roadway improvements that will offset potential impacts to Congestion Management Program intersections and freeway segments for the following intersection/roadway segment:

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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A third eastbound through lane is to be constructed along Cactus Avenue between the I-215 Freeway and Veterans Way².

As identified within the TIA, Project mitigation may include a combination of fee payments to established programs, construction of specific improvements, payment of a fair share contribution toward future improvements or a combination of these approaches. Based upon the TIA the Project Applicant will contribute its fair share contribution for impacts to the intersection of Elsworth St/Cactus Avenue. TIA Table 10-1 presents improvements not included in an impact fee programs in the column labeled “Non-Program Improvements”. Improvements constructed by development may be eligible for a fee credit or reimbursement through the program where appropriate. When off-site improvements are identified with a minor share of responsibility assigned to proposed development, the approving jurisdiction may elect to collect a fair share contribution or require the development to construct improvements. Detailed fair share calculations for each peak hour are provided on TIA Table 10-2.

Improvements included in a defined program and constructed by development may be eligible for a fee credit or reimbursement through the program where appropriate. A rough order of magnitude cost should be prepared to determine the appropriate contribution value based upon the project’s fair share of traffic as part of the project approval process. The cost basis should be determined by the City based upon physical and community constraints, current bidding experiences and engineering preferences.

Local access to the Project is proposed to occur on Elsworth Street, Newhope Drive/Business Center Drive and Veterans Way. All Project access points are proposed to be full-access.

Regional access to the Project site will be provided by the I-215 Freeway (located to the west) via Cactus Avenue. As part of the development, the Project will construct improvements on the site adjacent roadways of Elsworth Street and Newhope Drive/Business Center Drive. Roadway improvements necessary to provide site access and on-site circulation are assumed to be constructed in conjunction with site development and are described below. These improvements should be identified as conditions of approval and be in place prior to building occupancy.

On-site Roadway and Site Access Improvements

The TIA recommends as series of on-site and site-adjacent roadway improvements (conditions of approval) for the Project that are described below. TIA Exhibit 1-3 illustrates the site-adjacent roadway improvement recommendations.

Elsworth Street – Elsworth Street is a north-south oriented roadway located along the Project’s western boundary. Construct Elsworth Street at its ultimate half-section width as a Minor Arterial Highway (88-foot right-of-way) between Business Center Drive/Newhope Drive and the Project’s southern boundary. Improvements along the Project’s frontage (east side of Elsworth Street) would be those required by final conditions of approval for the Proposed Project and applicable City of Moreno Valley standards.

Newhope Drive/Business Center Drive – Newhope Drive/Business Center Drive is an east-west oriented roadway located along the Project’s northern boundary. Construct Newhope Drive/Business Center Drive at its ultimate half-section width as an Industrial Collector (78-foot right-of-way) between Elsworth Street and Veterans Way. Improvements along the Project’s frontage (south side of Newhope Drive/Business Center Drive) would be those required by final conditions of approval for the Proposed Project and applicable City of Moreno Valley standards.

Veterans Way – Veterans Way is a north-south oriented roadway located along the Project’s eastern boundary. Based on field observations, it appears that Veterans Way is currently constructed to its ultimate roadway cross-section as an Industrial Collector along the Project’s eastern boundary from Newhope Drive/Business Center Drive to the Project’s southern boundary. Field review also indicates that sidewalk and curb-and-gutter improvements are currently in place along the western side of Veterans Way along the Project’s frontage. Wherever necessary, roadways adjacent to the Project, site access points and site-adjacent intersections will be constructed to be consistent with or within the recommended roadway classifications and respective cross-sections in the City’s General Plan Circulation Element.

² City staff has identified this widening project as a Capital Improvement Plan (CIP) project and funding for the widening project has been secured. It is anticipated that the third eastbound through lane would be constructed by Summer 2014. As such, the construction of the third eastbound through lane is not identified as a project improvement since it is being constructed to address existing needs. The implementation of the CIP improvement project, in conjunction with the assumption that pedestrian calls in the northbound and southbound directions would not occur every cycle during the peak hour, is anticipated to result in acceptable peak hour operations at the intersection of Elsworth Street at Cactus Avenue.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Site Access Improvements

The TIA recommended site access driveway improvements (conditions of approval) for the Project are described below. TIA Exhibit 1-4 illustrates the on-site and site adjacent recommended roadway lane improvements. Construction of on-site and site adjacent improvements shall occur in conjunction with adjacent Project development activity or as needed for Project access purposes.

Elsworth Street / Business Center Drive/Newhope Drive – Maintain the existing stop controls on the eastbound and westbound approaches and construct the intersection with the following geometrics: Northbound Approach: One left turn lane (to be accommodated within existing two-way-left-turn lane [TWLTL]), one through lane and one shared through-right turn lane. Southbound Approach: One left turn lane (to be accommodated within existing TWLTL), one through lane and one shared through-right turn lane. Eastbound Approach: One shared left-through-right turn lane. Westbound Approach: One left turn lane and one shared through-right turn lane.

Elsworth Street / Driveway 1 – Install a stop control on the westbound approach and construct the intersection with the following geometrics: Northbound Approach: One through lane and one shared through-right turn lane. Southbound Approach: One left turn lane (to be accommodated within existing TWLTL) and two through lanes. Eastbound Approach: N/A Westbound Approach: One shared left-right turn lane.

Elsworth Street / Business Center Drive – Maintain the existing stop control on the eastbound approach and construct the intersection with the following geometrics:
 Northbound Approach: One left turn lane (to be accommodated within existing TWLTL) and two through lanes.
 Southbound Approach: One through lane and one shared through-right turn lane.
 Eastbound Approach: One shared left-right turn lane.
 Westbound Approach: N/A

Elsworth Street / Driveway 2 – Install a stop control on the westbound approach and construct the intersection with the following geometrics:
 Northbound Approach: One through lane and one shared through-right turn lane.
 Southbound Approach: One left turn lane (to be accommodated within existing TWLTL) and two through lanes.
 Eastbound Approach: N/A
 Westbound Approach: One shared left-right turn lane.

Driveway 3 / Newhope Drive – Install a stop control on northbound approach and construct the intersection with the following geometrics:
 Northbound Approach: One shared left-right turn lane.
 Southbound Approach: N/A
 Eastbound Approach: One shared through-right turn lane.
 Westbound Approach: One left turn lane (to be accommodated within existing TWLTL) and one shared through-right turn lane.

Driveway 4 / Newhope Drive – Install a stop control on northbound approach and construct the intersection with the following geometrics:
 Northbound Approach: One shared left-right turn lane.
 Southbound Approach: N/A
 Eastbound Approach: One shared through-right turn lane.
 Westbound Approach: One left turn lane (to be accommodated within existing TWLTL) and one shared through-right turn lane.

Veterans Way / Newhope Drive – Maintain the existing stop controls on the eastbound and westbound approaches and construct the intersection with the following geometrics:
 Northbound Approach: One left turn lane and one shared-through right turn lane.
 Southbound Approach: One left turn lane and one shared-through right turn lane.
 Eastbound Approach: One left turn lane and one shared-through right turn lane.
 Westbound Approach: One shared left-through-right turn lane.

Veterans Way / Driveway 5 – Install a stop control on the eastbound approach and construct the intersection with the following geometrics:
 Northbound Approach: One left turn lane (to be accommodated within existing TWLTL) and one through lane.
 Southbound Approach: One shared through-right turn lane.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Eastbound Approach: One shared left-right turn lane.
 Westbound Approach: N/A

MM TT-2

On-site traffic signing and striping shall be implemented in conjunction with detailed construction plans for the Project site. Sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Moreno Valley sight distance standards at the time of preparation of final grading, landscape and street improvement plans.

Implementation of mitigation measures TT-1 and TT-2 shall ensure the Proposed Project will have a less than significant impact upon an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit project.

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?		■		
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See response XVI. Transportation/Traffic above.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				■
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The Proposed Project would not include an air travel component (i.e., helipad) and products transported to and from the Project site would not be done so by air. Accordingly, the Project would not have any effect on air traffic patterns, including an increase in traffic levels or a change in flight path location that results in substantial safety risks. As such, no impact would occur.

d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				■
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Implementation of mitigation measure TT-2 will ensure project approval would not result in traffic hazards. Entrance to the facility includes a driveway that provides adequate emergency access and adequate length for vehicles to queue up without creating vehicle stacking onto adjacent roadways.

e) Result in inadequate emergency access?			■	
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The Proposed Project would accommodate a zone change from BP (Business Park District) to LI (Light Industrial District), a lot consolidation, and allow development of an approximate 366,698 sq. ft. warehouse building on an approximate 16.07-acre property, which would increase the need for emergency access to and from the site. The Project will provide adequate paved access to and from the site as a condition of Project approval. With required adherence to City requirements for emergency vehicle access, impacts would be less than significant.

f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			■	
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According to the City's General Plan, Figure 9-4, *Bikeway Plan*, the Proposed Project does not abut any roadways that are planned for any bicycle facilities. Bicycle parking would be provided on the site in accordance with City Municipal Code requirements for bicycle parking facilities. Sidewalk easements would be offered to the City of Moreno Valley along Elsworth Street, Veterans Way and New Hope Street to implement the City's pedestrian circulation network. The Proposed Project would not conflict with adopted policies, plans or programs regarding public transit, bikeways or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities. As such, a less than significant impact would occur.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			■	
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Wastewater service is provided to the Project site by Eastern Municipal Water District (EMWD). EMWD is required to operate all of its treatment facilities in accordance with the waste treatment and discharge standards and requirements set forth by the Regional Water Quality Control Board (RWQCB). The Proposed Project would not install or utilize septic systems or alternative wastewater treatment systems; therefore, the Project would have no potential to result in exceedances of the applicable wastewater treatment requirements established by the RWQCB. Accordingly, impacts would be less than significant.

b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			■	
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Domestic water and wastewater services are provided to the Project site by EMWD. The Proposed Project would only require the installation of on-site water distribution and wastewater collection lines and metered connections to existing, off-site facilities in the abutting public roadways. EMWD has indicated that connection fees have been calculated for the proposed development and sufficient capacity to serve exists. Less than significant impacts are anticipated to result from implementation of the Proposed Project.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			■	
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The Proposed Project includes construction of two on-site storm drain systems that exit into a bio-swale located along the south property line. The flow then goes easterly and westerly into two basins located at the southeast and southwest corners of the property and then into storm drain facilities located in the adjoining streets. No off-site storm drain improvements would result from implementation of the Proposed Project. Thus, less than significant impacts would occur from grading and development on the Project site.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			■	
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The Proposed Project would accommodate a zone change from BP (Business Park District) to LI (Light Industrial District), a lot consolidation, and allow development of an approximate 366,698 sq. ft. warehouse building on an approximate 16.07-acre property which would result in an increase in demand for potable water supply from EMWD, the designated local water purveyor. However, the Proposed Project is fully consistent with the assumptions made in EMWD's 2010 Urban Water Management Plan. EMWD's 2010 Urban Water Management Plan documents on Table 3-4, that the EMWD has sufficient water supplies available to serve planned land uses within its service area even under a multiple-dry year hydrology condition through at least 2035.

The Proposed Project would not be subject to the provisions of Senate Bill 610 (Costa) (California Public Resources Code Section 21151.9 and Water Code Section 10910 et seq.) because the Proposed Project does not involve an "industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 s.f. of floor area." The Proposed Project also would not be subject to the provisions of Senate Bill 221 (Kuehl) (California Government Code Section 66473.7) because the Proposed Project does not involve a subdivision of land or a development agreement. Accordingly, the Proposed Project does not require a Water Supply Assessment pursuant to Senate Bill 610, nor does the Project require a Water Supply Verification pursuant to Senate Bill 221. Because sufficient water supplies are available to service the Proposed Project as documented in EMWD's Urban Water Management Plan, impacts would be less than significant.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			■	
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The Proposed Project would generate wastewater that would be conveyed to the Moreno Valley Regional Water Reclamation facility, located in the southwestern portion of the City, which is owned and operated by EMWD. As discussed in the City's General Plan EIR this facility has a daily treatment capacity of 16 million gallons per day (MGD) and an ability to expand that capacity to 48 MGD. The utilization of plant capacity in the year 2000 was 10 million gallons per day. Due to the relatively small amount of wastewater that are anticipated to be generated by the Proposed Project (e.g. < 1,000 gallons per day) and the amount of available capacity at this facility, it is determined that the Moreno Valley Regional Water Reclamation Facility would have sufficient capacity to treat wastewater generated by the Project. As such, implementation of the Project results in a determination that adequate capacity is available to serve the Project's projected wastewater demand in addition to EMWD's existing commitments. Impacts would be less than significant.

f)) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			■	
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The Project Applicant will be required to comply with City of Moreno Valley Ordinance No. 706, which requires a minimum of 50 percent of all construction waste and debris to be recycled. According to the State of California CalRecycle Waste Generation Rates the light industrial/warehouse land use will generate approximately 1.42 pounds per 100 square feet per day. Therefore operation of the Project is estimated to generate approximately 2.6 tons of solid waste per day.

Solid waste generated by the Proposed Project would be disposed at the Badlands, El Sobrante, and/or the Lambs Canyon Sanitary Landfill. Each of these landfills are permitted Class III facilities that receive well below their maximum permitted daily disposal volume. The Badlands Landfill has more than 14 million cubic yard of remaining capacity based upon data contained in its 2010 Solid Waste Facility Permit; the El Sobrante Landfill has 145 million tons of remaining based upon data contained in its 2009 Solid Waste Facility Permit; and the Lambs Canyon Landfill has 34 million cubic yard of remaining capacity as identified in its 2009 Solid Waste Facility Permit³. Additionally, the Project would be required to comply with mandatory waste reduction requirements as described below in Item XVII(g). The landfills have sufficient capacity to accept solid waste generated by the Project's construction and operational phases; therefore, impacts would be less than significant.

g) Comply with federal, state, and local statues and regulations related to solid waste?			■	
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The Project would be required to comply with the City of Moreno Valley's waste reduction programs, including recycling and other diversion programs to divert the amount of solid waste deposited in landfills. As such, the Project applicant or master developer would be required to work with future refuse haulers to develop and implement feasible waste reduction programs, including source reduction, recycling, and composting. Additionally, in accordance with the California Solid Waste Reuse and Recycling Act of 1991 (Cal Pub Res. Code § 42911), the Project would provide adequate areas for collecting and loading recyclable materials where solid waste is collected. The collection areas are required to be shown on construction drawings and be in place before occupancy permits are issued. The implementation of these programs would reduce the amount of solid waste generated by the Project and diverted to landfills, which in turn will aid in the extension of the life of affected disposal sites. The Project would comply with all applicable solid waste statutes and regulations; as such, impacts would be less than significant.

³ <http://www.calrecycle.ca.gov/SWFacilities/Directory/>

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			■	
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The Proposed Project would alter the site’s existing land uses from an existing parking lot and vacant lot to a developed property with one warehouse building. Conditions of Approval would be applied to the Project to ensure that proposed near term construction activities and long-term operational activities would not substantially threaten to eliminate or restrict the range of sensitive animal species with a potential to occur on-site (namely, burrowing owl) and/or reduce habitat for sensitive plant or animal species, or eliminate important examples of the major periods of California history or prehistory.

b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			■	
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Impacts associated with the Proposed Project would not be considered individually adverse or unfavorable. No significant cumulative adverse impacts on a city-wide basis are expected with implementation of the proposed development, as the majority of the surrounding area is developed. A less than significant impact is anticipated.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			■	
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The proposed development at the site would not cause substantial long-term adverse effects on human beings, either directly or indirectly. Construction activities would temporarily increase ambient noise levels for the surrounding area. The City’s noise ordinance requires construction activities to be limited to the hours between 7:00 a.m. to 10:00 p.m. Monday through Friday, with no heavy construction occurring on weekends or national holidays. Additionally, all equipment is required to be properly equipped with standard noise muffling apparatus. Adhering to the City’s noise ordinance would ensure impacts from construction would be less than significant.

References

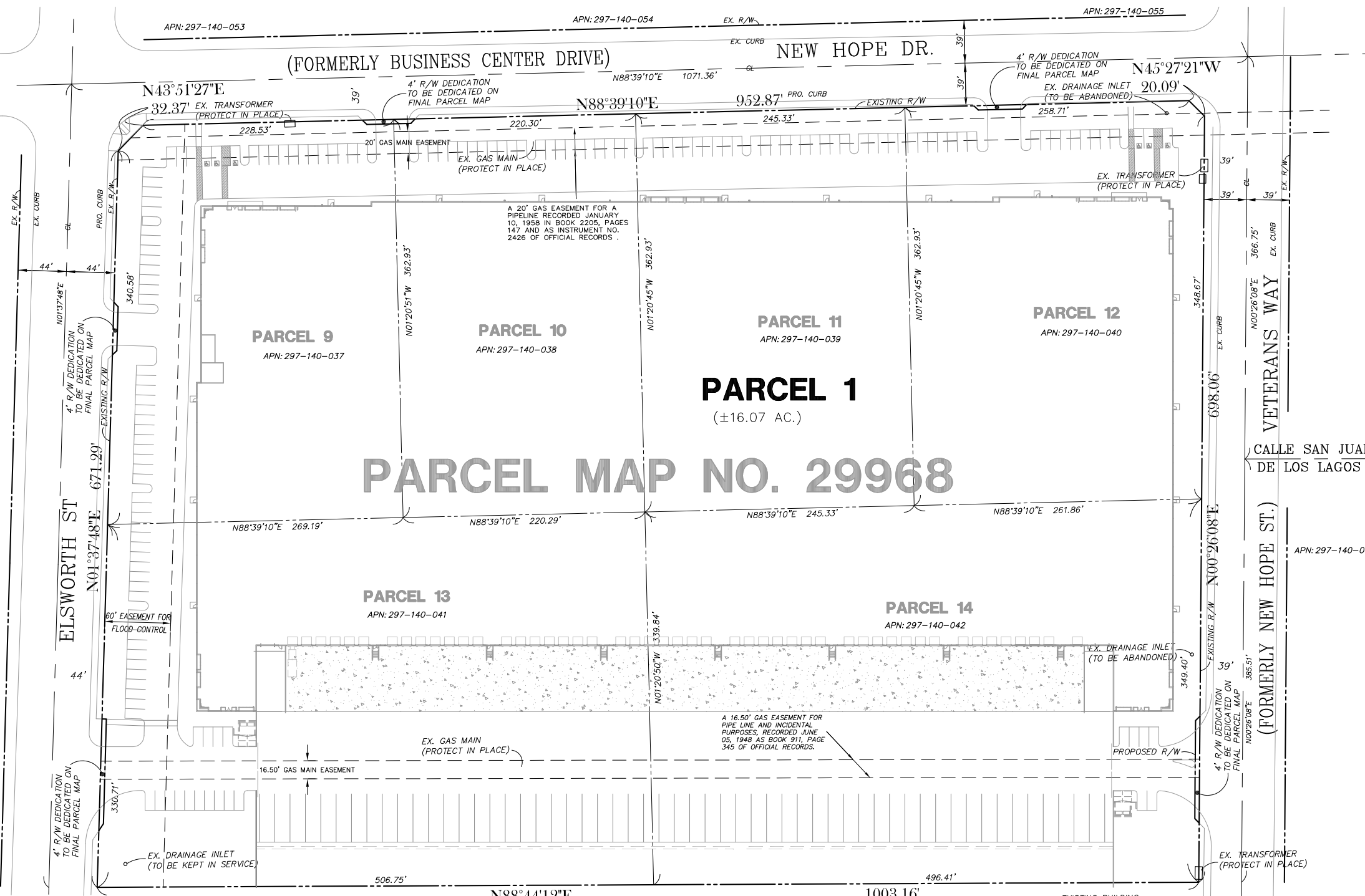
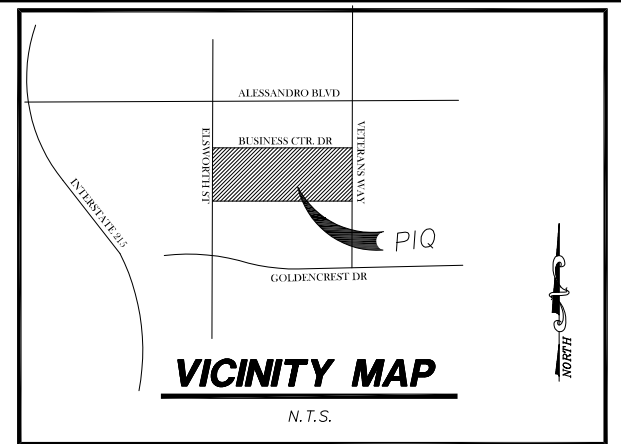
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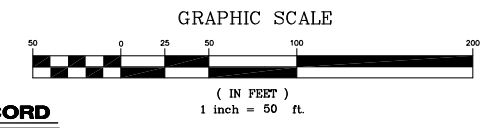
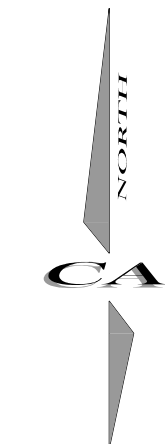
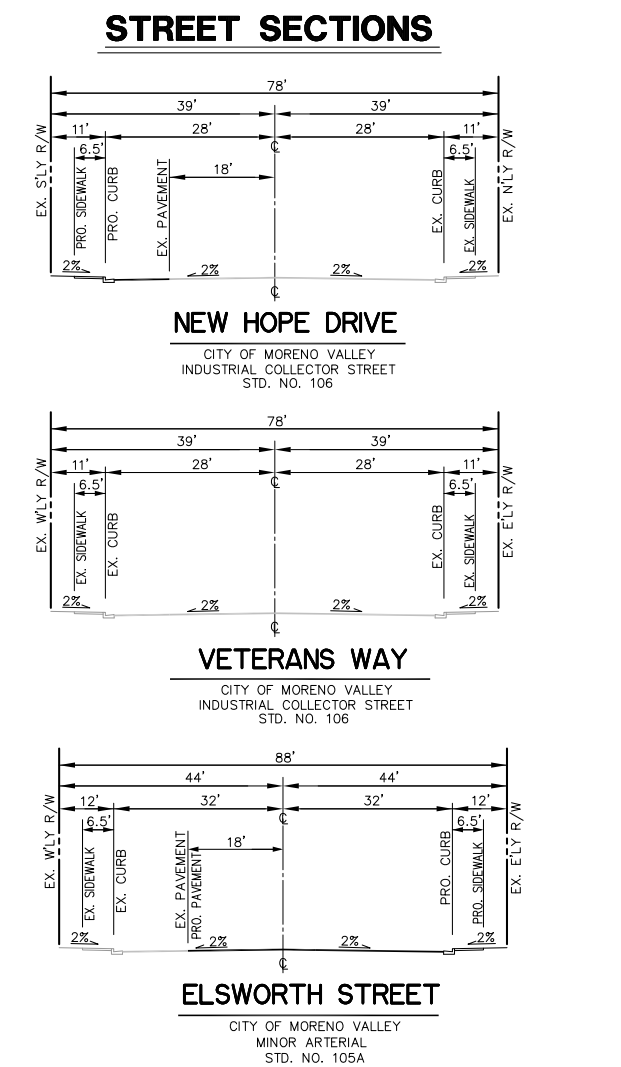
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TENTATIVE PARCEL MAP NO. 36625

ATTACHMENT 10
IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



PARCEL MAP NO. 29968



-1077-

Item No. E-3

PROPERTY DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 9, 10, 11, 12, 13 AND 14, OF PARCEL MAP NO. 29968, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 203, PAGES 1 THRU 3 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNs: 297-140-037-042

NOTES:

The owner of Parcel 1 hereby dedicates to the City of Moreno Valley, a municipal corporation, a perpetual non-exclusive easement for public utility purposes including grass and egress for the purpose of constructing, operating, maintaining and repairing municipal service facilities and adding meters over, under, upon, across and within all common areas of the real property.
There are no power poles within 50' of the property.
There are no retaining walls proposed for this project.

PM 25673
PM BK 165 PGS 72-77

GENERAL NOTES

1. EXISTING LAND USE: VACANT
2. PROPOSED LAND USE: INDUSTRIAL
3. EXISTING ZONING: BP, BUSINESS PARK.
4. PROPOSED ZONING: LIGHT INDUSTRIAL.
5. WATER SERVICE PROVIDED BY: EASTERN MUNICIPAL WATER DISTRICT
6. ELECTRIC SERVICE PROVIDED BY: EDISON
7. SEWER SERVICE PROVIDED BY: EASTERN MUNICIPAL WATER DISTRICT
8. TELEPHONE AND CABLE SERVICE PROVIDED BY: TIME WARNER
9. SETBACKS ARE PER SITE PLAN REVIEW.
10. THE INTENT OF THIS PARCEL MAP IS TO CONSOLIDATE PARCELS 9-14 OF PARCEL MAP 29968.

LEGEND

- BOUNDARY _____
- RIGHT-OF-WAY (EXISTING) _____
- RIGHT-OF-WAY (PROPOSED) _____
- EXISTING PROPERTY LINE _____
- (TO BE REMOVED) _____
- PROPOSED CURB _____
- PROPOSED BUILDING _____
- EXISTING PARCEL (TO BE REMOVED) _____
- PROPOSED PARCEL _____

PARCEL 11
PARCEL 1

STATEMENT OF ENGINEER OF RECORD

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT THE OWNER OF RECORD HAS KNOWLEDGE OF AND CONSENTS TO THE FILING OF THIS MAP.

ENGINEER OF WORK	
By: _____	Date: _____
Name: Fred Cornwell	
R.C.E.: 45591	Exp.: 12/31/14



PREPARED BY:
CA ENGINEERING, INC.
Planning - Engineering - Surveying
3002 DOW AVE. STE 122
TUSTIN, CA 92780
949-724-9480 949-724-9484 FAX

CITY OF MORENO VALLEY	CA JOB NO. 721-4
TENTATIVE PARCEL MAP NO. 36625	Sht. 1 OF 1
	Plotted on: Feb 27 2014

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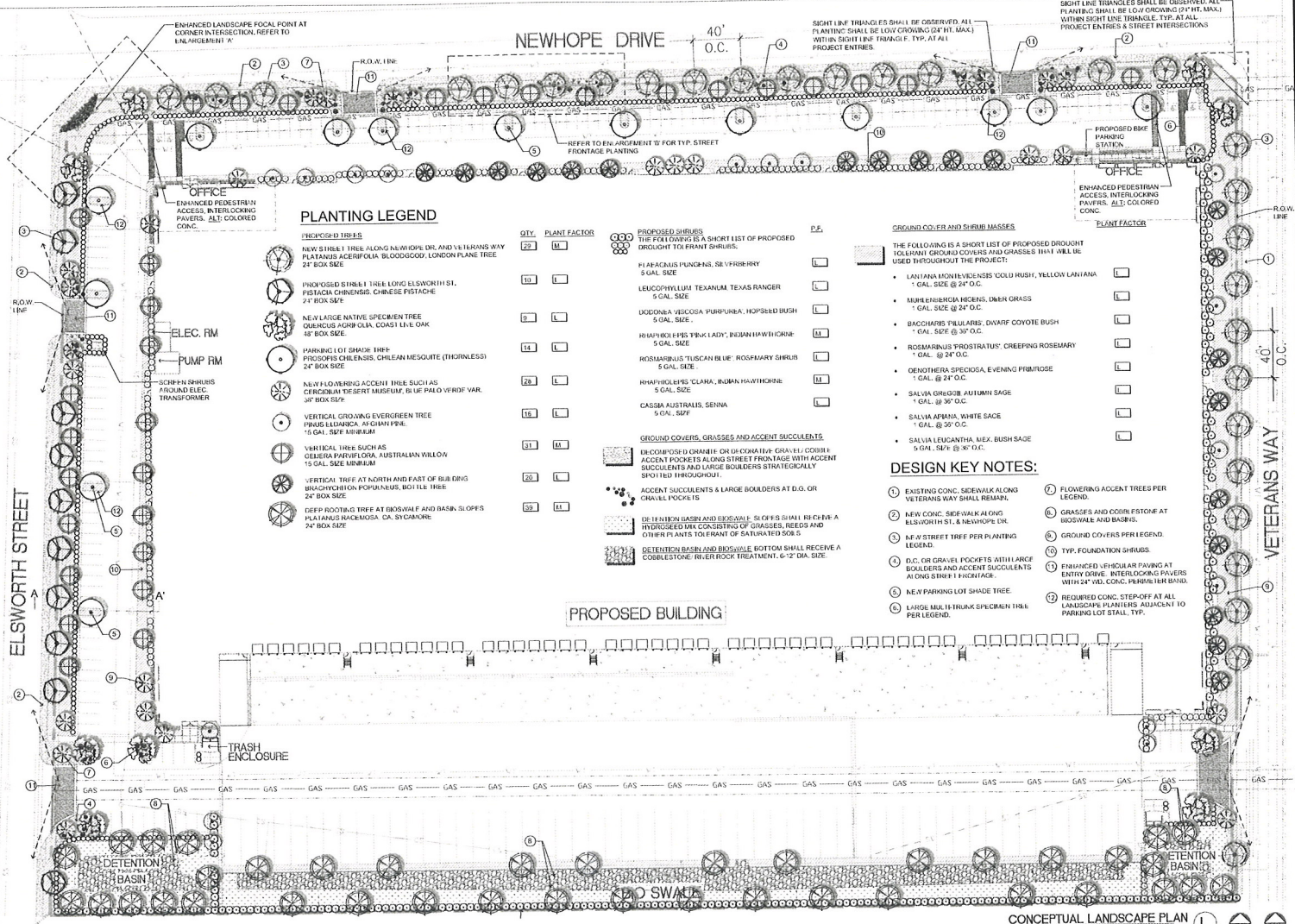
WUCOLS PLANT FACTOR
 THIS PROJECT IS LOCATED IN WUCOLS REGION 14-SOUTH INLAND VALLEY.
 H = HIGH WATER NEEDS
 M = MODERATE WATER NEEDS
 L = LOW WATER NEEDS
 VL = VERY LOW WATER NEEDS

IRRIGATION NOTES:
 THE PROJECT WILL BE EQUIPPED WITH A LOW FLOW IRRIGATION SYSTEM CONSISTING OF ET WEATHER BASED CONTROLLERS, LOW FLOW RP ROTOR, BUBBLER AND/OR DRIP SYSTEMS USED THROUGHOUT. THE IRRIGATION WATER EFFICIENCY WILL MEET OR SURPASS THE CURRENT STATED MANDATED AS-1881 WATER ORDINANCE.

NOTE: THIS IS A CONCEPTUAL LANDSCAPE PLAN. IT IS BASED ON PRELIMINARY INFORMATION WHICH IS NOT FULLY VERIFIED AND MAY BE INCOMPLETE. IT IS MEANT AS A COMPARATIVE AID IN EXAMINING ALTERNATE DEVELOPMENT STRATEGIES AND ANY QUANTITIES INDICATED ARE SUBJECT TO REVISION AS MORE RELIABLE INFORMATION BECOMES AVAILABLE.

-1079-

- ENLARGEMENT PLANTING LEGEND**
GROUND COVERS & SHRUB MASSES
- LOW GROWING COLORFUL GROUND COVERS SUCH AS LANIANA W. CREAM DE MINT 1 GAL. SIZE @ 24" O.C.
 - MEDIUM GROWING SHRUB MASSES SUCH AS SALVIA GREGGII, AUTUMN SAGE 1 GAL. SIZE @ 30" O.C.
 - TALL ORNAMENTAL GRASSES SUCH AS PANDANUS FRAGENS, DEER GRASS 1 GAL. SIZE @ 30" O.C.
 - SILENTIA VIL. CLEVELANDII 5 GAL. SIZE @ 48" O.C.
 - LOW GROWING GROUND COVER SUCH AS ROSMARINUS PROSTRATUS, PROSTRATE ROSEMARY 1 GAL. SIZE @ 30" O.C.
- ACCENT SHRUBS**
- LARGE ACCENT SUCCULENT SUCH AS AGAVE VELOUTERIANA, OCTOPUS AGAVE 15 GAL. SIZE
 - MEDIUM ACCENT SUCCULENT AGAVE FRIEFRIPETA 15 GAL. SIZE
 - AGAVE ANGUSTIFOLIA 5 GAL. SIZE
 - AGAVE PARVIFLOR. TRUNCATA 5 GAL. SIZE

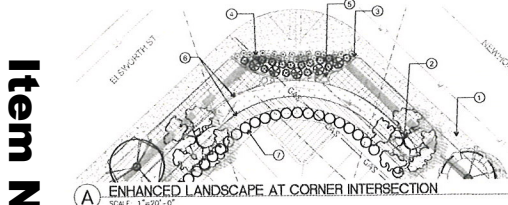


PLANTING LEGEND

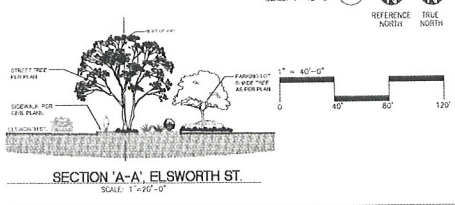
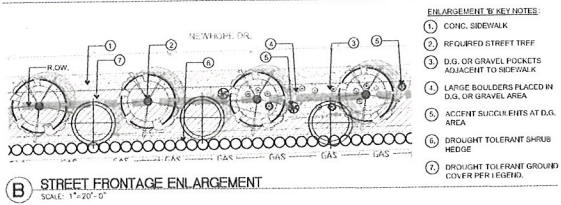
SYMBOL	PLANTING LEGEND	QTY	PLANT FACTOR
○	PROPRIETED TREES NEW SHIELD TREE ALONG NEWHOPE DR. AND VETERANS WAY PLANTING: ACERIFOLIA, BLOODGOOD, LONDON PLANE TREE 24" BOX SIZE	29	M
○	PROPRIETED SHRUB 1: TREE LONG ELSWORTH ST. PISTACHIA CHINENSIS, CHINESE PISTACHE 24" BOX SIZE	10	L
○	NEW LARGE NATIVE SPECIMEN TREE QUERCUS GRIS-OLIA, COAST LIVE OAK 18" BOX SIZE	2	L
○	PLANNING LOT SHADE TREE: PROPRIETED CHILENSIS, CHILEAN MESQUITE (THORNLESS) 24" BOX SIZE	14	L
○	NEW FLOWERING ACCENT TREE SUCH AS CERISEUM 'DESERT MUSEUM', BLUE PALM VERDE VAR. 30" BOX SIZE	28	L
○	VERTICAL GROWING EVERGREEN TREE FRAXELUMBRICA, ASH BARK PINE 15 GAL. SIZE MINIMUM	18	L
○	VERTICAL TREE SUCH AS CELASTRUM PARVIFLORA, AUSTRALIAN WILLOW 15 GAL. SIZE MINIMUM	31	M
○	VERTICAL TREE AT NORTH AND EAST OF BUILDING BRUGHYCHION POPULNEUS, BOYLE TREE 24" BOX SIZE	20	L
○	DEEP ROOTING TREE AT BIOSWALE AND BASIN SLOPES PLATANUS HAGENKUSA, CA. SYCAMORE 24" BOX SIZE	19	M

- GROUND COVERS AND SHRUB MASSES**
- LANIANA HOVIA VIBENSIS 'GOLD RUSH', YELLOW LANIANA 1 GAL. SIZE @ 24" O.C.
 - MUNIBERGIA HICENS, DEER GRASS 1 GAL. SIZE @ 24" O.C.
 - BACCHARIS 'PILULARIS', DWARF COYOTE BUSH 1 GAL. SIZE @ 30" O.C.
 - ROSMARINUS PROSTRATUS, CREEPING ROSEMARY 1 GAL. @ 24" O.C.
 - GENTHIERA SPECIOSA, EVENING PRIMROSE 1 GAL. @ 24" O.C.
 - SALVIA GREGGII, AUTUMN SAGE 1 GAL. @ 30" O.C.
 - SALVIA ARBorea, WHITE SAGE 1 GAL. @ 30" O.C.
 - SALVIA EUCANTHIA, WAX BUSH SAGE 5 GAL. SIZE @ 30" O.C.

- DESIGN KEY NOTES:**
- EXISTING CONC. SIDEWALK ALONG VETERANS WAY SHALL REMAIN.
 - NEW CONC. SIDEWALK ALONG ELSWORTH ST. & NEWHOPE DR.
 - AS PAVED STREET TRAFFIC PER PLANTING LEGEND.
 - D.C. OR GRAVEL POCKETS WITH LARGE BOULDERS AND ACCENT SUCCULENTS ALONG STREET FRONTAGE.
 - NEW PARKING LOT SHADE TREE.
 - LARGE BOLLER SPECIMEN TREE PER LEGEND.
 - FLOWERING ACCENT TREES PER LEGEND.
 - GRASSES AND COBBLESTONE AT BIOSWALE AND BASIN.
 - GROUND COVERS PER LEGEND.
 - PROP. FOUNDATION SHRUBS.
 - ENHANCED VEHICULAR PAVING AT ENTRY DRIVE. INTERLOCKING PAVERS WITH 24" V.D. CONC. PERMETER BAND.
 - REQUIRED CONC. STEP-OFF AT ALL LANDSCAPE PLANTERS ADJACENT TO PARKING LOT STALL, TYP.



Item No. E.3



HPA architecture
 1831 Bardeen Avenue, Suite #100
 Irvine, CA 92612
 tel: 949-863-1770
 fax: 949-863-0851

Owner:
SHAW PROPERTIES
 shaw properties
 160 newport center drive, ste. #250
 newport beach, ca 92660
 PH: (949) 640-4800
 FAX: (949) 759-5619

Project:
 Moreno Valley
 Distribution
 Center
 Moreno Valley, CA 92555

Consultants:
SPLA
 SCOTT PERDUE ARCHITECTURE AND LANDSCAPE ARCHITECTURE, INC.
 1100 JENSEN
 10000 WILSON AVENUE
 SUITE 200
 IRVINE, CA 92618
 TEL: 949-261-8888

Title: CONCEPTUAL LANDSCAPE PLAN
Project Number: 0432
Drawn by: LR
Date: 6-28-13
Revision:
 07.22.2013 PL, RESUBMITTAL
 08.13.2013 PL, RESUBMITTAL
 12.17.2013 PL, RESUBMITTAL
 2.27.2014 PL, RESUBMITTAL

Sheet: **L-1**

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hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0851
email: hpa@hparchs.com

Owner:

shaw properties
160 newport center drive, - ste. #250
newport beach, ca
92660



PH: (949) 640-4800
FAX: (949) 759-5619

Project:
Moreno Valley
Distribution
Center

Moreno Valley, CA 92555

Consultants:

CIVIL	CA Engineering, Inc.
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	SPLA, Inc.
LANDSCAPE	-
FIRE PROTECTION	-
SOILS ENGINEER	-

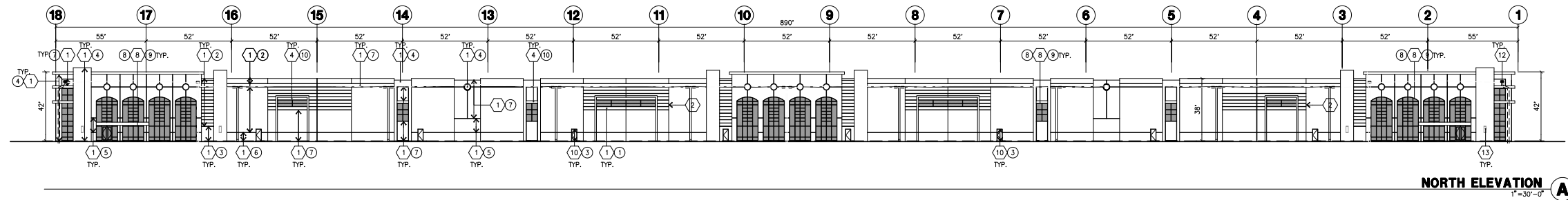
Title: **ELEVATIONS**

Project Number: 13073
Drawn by: Jaime Cruz
Date: 12.17.2013

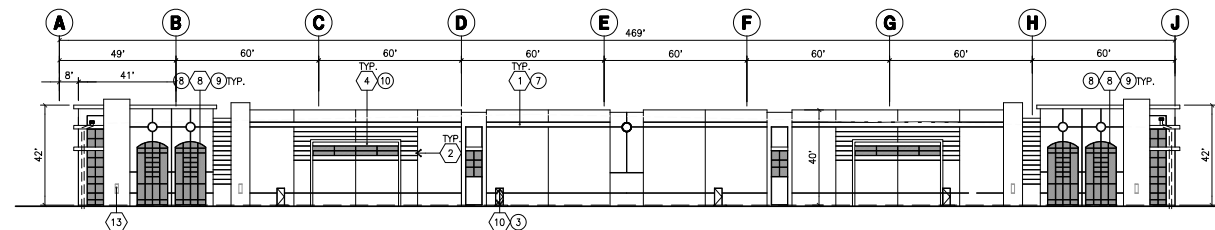
Revision:
7.2.2013 PLANNING SUBMITTAL
9.10.2013 PLANNING RESUBMITTAL
12.17.2013 PLANNING RESUBMITTAL
02.12.2014 PLANNING RESUBMITTAL
02.26.2014 PLANNING RESUBMITTAL

PA 13-0030
PA 13-0054
Sheet:

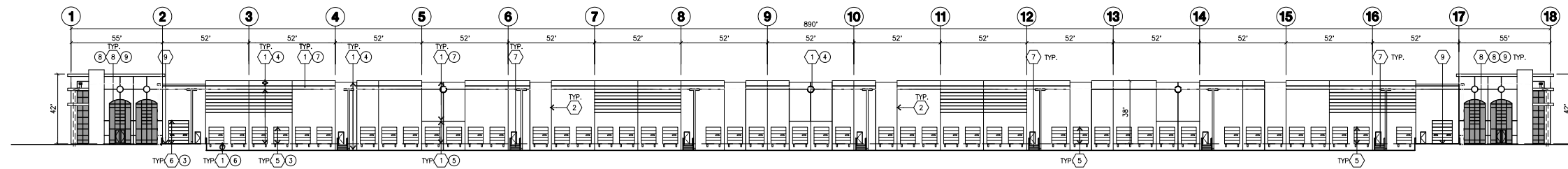
A3.1
ELEVATIONS
2.26.2014



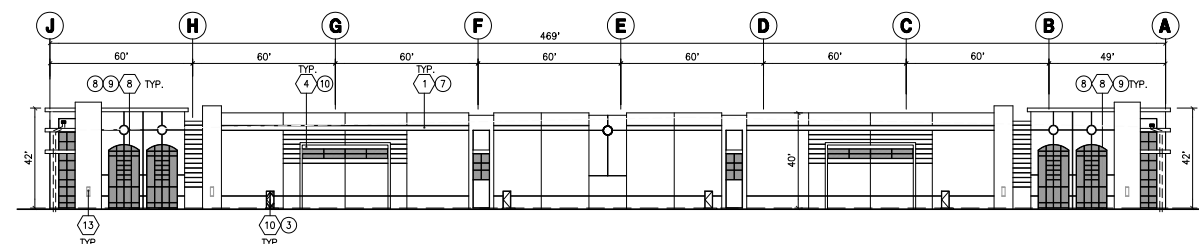
NORTH ELEVATION A
1/8"=1'-0"



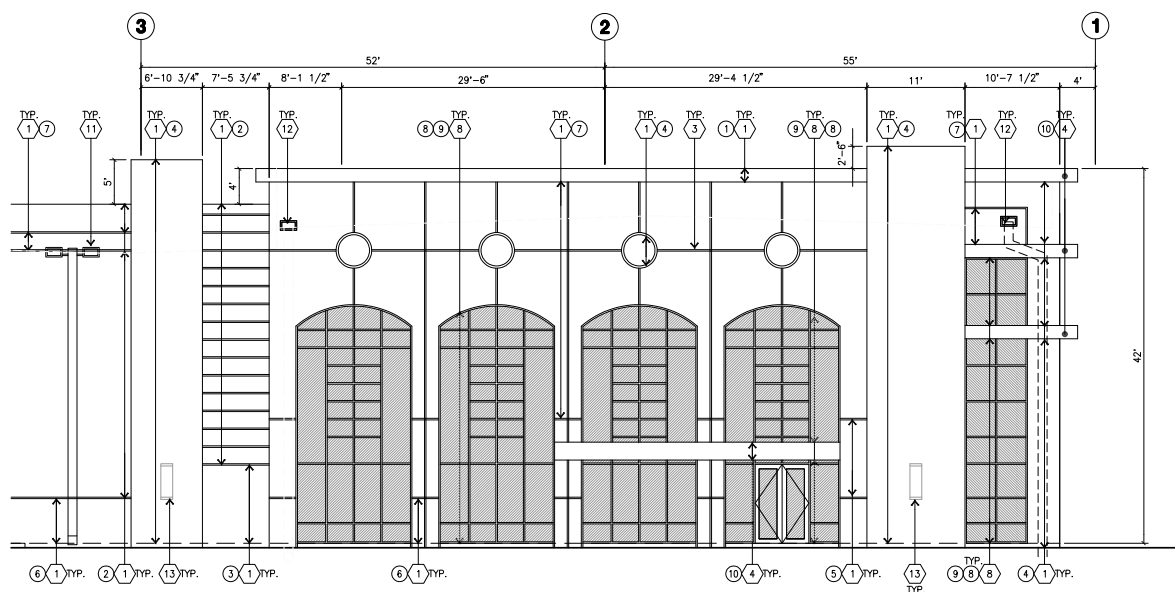
WEST ELEVATION B
1/8"=1'-0"



SOUTH ELEVATION C
1/8"=1'-0"



EAST ELEVATION D
1/8"=1'-0"



ENLARGED NORTH ELEVATION E
1/8"=1'-0"

ELEVATION KEYNOTES

- 1 CONCRETE TILT-UP PANEL (PAINTED)
- 2 PANEL JOINT
- 3 PANEL REVEAL
- 4 METAL CANOPY
- 5 9'-0"W X 10'H OVERHEAD DOOR @ DOCK HIGH
- 6 12"W X 14'H OVERHEAD DOOR @ DRIVE THRU
- 7 CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL
- 8 ALUMINUM STOREFRONT FRAMING W/ TEMPERED GLAZING AT ALL DOORS SIDELITES ADJACENT TO DOORS AND GLAZING W/ BOTTOMS LESS THAN 18" ABOVE F.F. ELEVATION.
- 9 CONCRETE RAMP
- 10 HOLLOW METAL DOOR
- 11 EXTERIOR DOWNSPOUT AND 2 OVERFLOW SCUPPERS
- 12 INTERIOR DOWNSPOUT AND 2 OVERFLOW SCUPPERS
- 13 EXTERIOR LIGHT

GLAZING LEGEND

GLAZING

ELEVATION GENERAL NOTES

- A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
- B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
- C. T.O.P. = TOP OF PARAPET - ELEVATION.
- D. F.F. = FINISH FLOOR ELEVATION.
- E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 85 MPH. EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
- F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.

ELEVATION COLOR SCHEDULE

- | | | | | |
|----|---------------------|-------|----------------|----------------|
| 1 | CONC. TILT-UP PANEL | PAINT | SW7005 | PURE WHITE |
| 2 | CONC. TILT-UP PANEL | PAINT | SW7570 | EGRET WHITE |
| 3 | CONC. TILT-UP PANEL | PAINT | SW0038 | LIBRARY PEWTER |
| 4 | CONC. TILT-UP PANEL | PAINT | SW7527 | NANTUCKET DUNE |
| 5 | CONC. TILT-UP PANEL | PAINT | SW7517 | CHINA DOLL |
| 6 | CONC. TILT-UP PANEL | PAINT | SW7718 | OAK CREEK |
| 7 | CONC. TILT-UP PANEL | PAINT | SW7508 | TAVERN TAUPE |
| 8 | MULLIONS | PAINT | CLEAR ANODIZED | ALUMINUM |
| 9 | GLAZING | COLOR | BLUE | REFLECTIVE |
| 10 | METAL CANOPY | COLOR | PAINTED IN | WHITE |

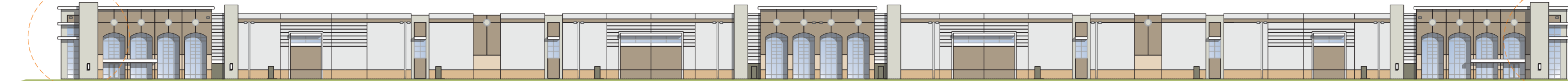
-1081-

Item No. E.3

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Revised Corner

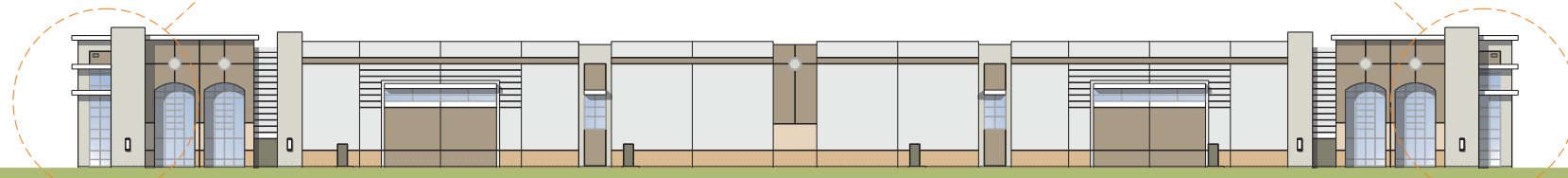
Revised Corner



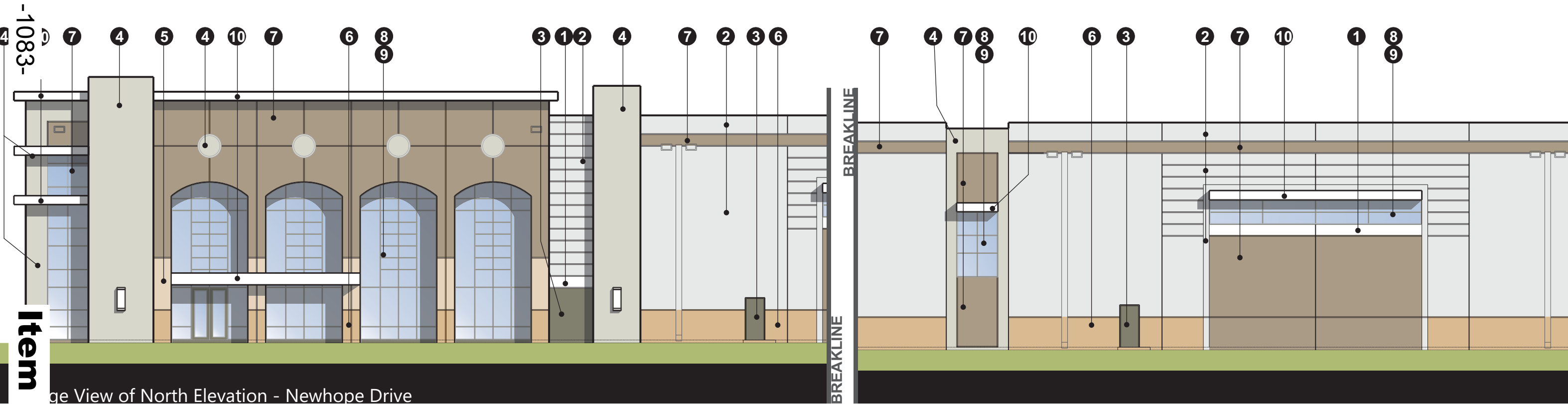
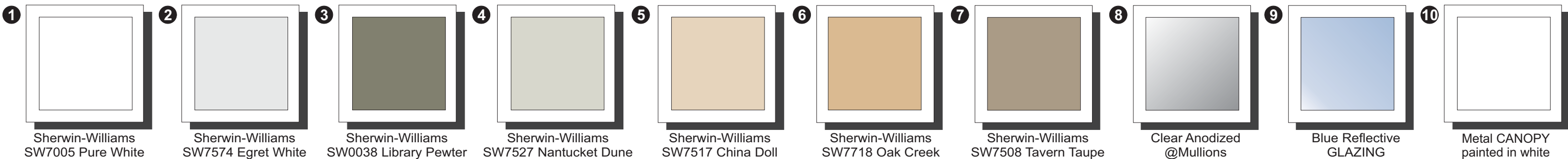
North Elevation - Newhope Drive

Revised Corner

Revised Corner



West Elevation - Elsworth Street



Large View of North Elevation - Newhope Drive

Item No. E-3

366K INDUSTRIAL FACILITY

MORENO VALLEY, CA



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Legend
□ Parcels

-1085-

Item No. E.3

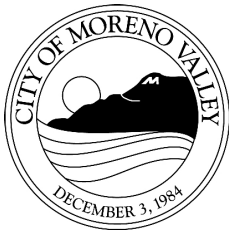
0 354.63 709.3 Feet



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.

Notes
PA13-0030 (Plot Plan) - PA13-0031
(Change of Zone from Business Park: BP to Light Industrial: LI and PA13-0054 Tentative Parcel Map No. 36625.

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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: Suzanne Bryant, City Attorney

AGENDA DATE: May 13, 2014

TITLE: RESOLUTION NO. 2014-35, CALLING AN ELECTION ON A MEASURE RELATING TO THE APPROVAL OF TERM LIMITS; REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE CONSOLIDATE THE ELECTION WITH THE ESTABLISHED ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014; AND REQUESTING THAT THE COUNTY REGISTRAR OF VOTERS CONDUCT THE ELECTION ON THE CITY'S BEHALF

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2014-35. A Resolution of the City Council of the City of Moreno Valley, California, Calling an Election and Submitting to the Qualified Electorate a Measure Relating to the Approval of Term Limits; Requesting that the Board of Supervisors of the County of Riverside Consolidate the Election with the Established General Election to be held on Tuesday, November 4, 2014; and Requesting that the County Registrar of Voters Conduct the Election on the City's Behalf.
2. Authorize the Chief Financial Officer to appropriate \$50,000 as expense in the General Fund.

SUMMARY

This agenda item facilitates the placement of an ordinance regarding term limits for the City Council members on the ballot in November 2014. This report has been prepared at the Mayor's request for consideration by the City Council; it follows discussion of this concept at the Council's Goal Setting Workshop held on February 2, 2013.

DISCUSSION

Presently, there is no limit on the number of terms a member of the City Council of the City of Moreno Valley may serve on the Council.

Government Code section 36502(b) provides that the city council of a general law city may adopt (or the residents of the city may propose, by initiative) a proposal to limit the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve. Govt. Code § 36502(b).

Term Limits Apply Prospectively

A change in the number of terms a member of the city council or an elected mayor may serve applies prospectively. Govt. Code § 36502(b).

For example, Councilmember A was elected in 2012 and plans to run for an additional four-year term in 2016. In 2014, the City's voters adopt a proposal limiting Council members to two consecutive terms. In this instance, Councilmember A's 2012 to 2016 term will not count toward the newly adopted term limit. However, if Councilmember A is reelected in 2016, that term will count toward the term limit.

Procedure for Adopting Term Limits

Any proposal imposing term limits for members of a city council will only become operative if the proposal is submitted to the city's voters at a regularly scheduled election and a majority of the votes cast favor the adoption of the term limits measure. Govt. Code § 36502(b).

November 4, 2014 is the date of the City's next general municipal election. The City may place a term limit ordinance on that ballot for approval by the City's electors. To place the ordinance on the ballot, the City Council must adopt the attached Resolution No. 2014-35 (Attachment 1, 2 or 3) calling an election on the measure, requesting that the Board of Supervisors consolidate the election with the general municipal election, and requesting that the Registrar of Voters conduct the election on the City's behalf.

Successive or Absolute Term Limits

The City Council may propose to the voters an ordinance imposing term limits based on *successive terms*, *absolute terms*, or both.

An ordinance limiting *successive terms* limits how many consecutive terms a Council member may serve, but allows the individual to potentially serve again in the future.

An ordinance limiting *absolute terms* limits how many terms a Council member may serve in his or her lifetime. Such limitations were upheld by the California Supreme Court in *Legislature of the State of California v. Eu*, 54 Cal. 3d 492 (1991). For

example, the City could adopt a limitation such that any individual may only serve three terms on the City Council in his or her lifetime.

Finally, an ordinance may limit both *successive terms* and *absolute terms*. For example, an ordinance may provide that a Council member may serve three consecutive terms after which time the individual will be ineligible to serve on the Council for at least two years, and further provide that no individual shall serve more than six terms on the Council in his or her lifetime.

The first attached Resolution (and the Ordinance attached to the Resolution) for Council consideration proposes a limitation on successive terms. If selected by the Council, it would impose a limit of three consecutive terms, after which time an individual will be ineligible to serve on the Council for at least two years. After two years or more, the individual is once again eligible to serve additional terms on the Council.

The second attached Resolution (and the Ordinance attached to the Resolution) for Council consideration proposes a limitation on successive terms. If selected by the Council, it would impose a limit of two consecutive terms, after which time an individual will be ineligible to serve on the Council for at least two years. After two years or more, the individual is once again eligible to serve additional terms on the Council.

The third attached Resolution (and the Ordinance attached to the Resolution) for Council consideration proposes an absolute term limit. If selected by the Council, it would impose a limit of three terms after which time an individual would be ineligible to serve on the Council again.

ALTERNATIVES

1. Adopt Resolution No. 2014-35. A Resolution of the City Council of the City of Moreno Valley, California, Calling an Election and Submitting to the Qualified Electorate a Measure Relating to the Approval of Term Limits; Requesting that the Board of Supervisors of the County of Riverside Consolidate the Election with the Established General Election to be held on Tuesday, November 4, 2014; and Requesting that the County Registrar of Voters Conduct the Election on the City's Behalf;
2. Further consider whether the City should adopt a successive limitation, absolute limitation, or both, on Council member terms, and what such term limitations should be;
3. Alternatively, direct staff to take no further action on this matter.

FISCAL IMPACT

Term Limit Costs

The imposition of term limits has no apparent fiscal impact on the City.

Election Costs

A number of factors bear upon the actual cost of the ballot measure, including the length of the voter information pamphlet and the number of other measures and candidate elections that are consolidated with the County. The costs in preparing the ballot measure, ballot title, ballot summary, impartial analysis, staff reports, resolutions and ordinances will be absorbed by the City Attorney's Office budgets.

However, because the City will already be consolidating the election of two Moreno Valley City Council members with the November 4, 2014 general election, the additional cost of adding this proposed ballot measure will be significantly lower than if it were a stand-alone measure. A rough estimate of the cost of consolidating this measure provided by the Registrar of Voters is \$50,000.

Proposed Appropriation for FY 2014/15:

Fund	GL Account No.	Type (Rev/Exp)	FY 14/15 Budget	Proposed Adjustments	FY 14/15 Amended Budget
Gen Fund	1010-12-05-12010-620120	Exp	\$125,000	\$50,000	\$175,000

NOTIFICATION

Posting of the agenda.

ATTACHMENTS

Attachment 1 – Resolution Calling an Election on a City Council Term Limits Measure (3 consecutive terms and a 2 year break)

Attachment 2 – Resolution Calling an Election on a City Council Term Limits Measure (2 consecutive terms and a 2 year break)

Attachment 3 – Resolution Calling an Election on a City Council Term Limits Measure (3 consecutive terms)

Prepared By:
Suzanne Bryant
City Attorney

Department Head Approval:
Suzanne Bryant
City Attorney

RESOLUTION NO. 2014-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AN ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORATE A MEASURE RELATING TO THE APPROVAL OF TERM LIMITS; REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE CONSOLIDATE THE ELECTION WITH THE ESTABLISHED GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014; AND REQUESTING THAT THE COUNTY REGISTRAR OF VOTERS CONDUCT THE ELECTION ON THE CITY'S BEHALF

WHEREAS, after deliberation, the City Council considers it appropriate to adopt term limits such that any person who serves three (3) successive terms as a member of the City Council shall be ineligible to serve again until an intervening period of two (2) years has elapsed; and

WHEREAS, Government Code Section 36502(b) provides that such a proposal must be submitted to the electors of the City at a regularly scheduled election and a majority of the votes cast on the question favor adoption of the proposal; and

WHEREAS, November 4, 2014 is the date of the City's next general municipal election; and

WHEREAS, Elections Code Section 9280 sets forth the procedures for the City Attorney's impartial analysis of the ballot measure; and

WHEREAS, Elections Code Section 9285 sets forth the procedures for rebuttal arguments concerning the ballot measure; and

WHEREAS, the City Council finds that under CEQA Guidelines Sections 15061(b)(3) and 15378 there is no possibility that this ordinance and ballot measure will have a significant effect on the environment and review under CEQA is therefore not required.

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

SECTION 1.

The foregoing Recitals are true and correct and are hereby adopted by the City Council.

1
Resolution No. 2014-35
Date Adopted: May 13, 2014

SECTION 2.

Pursuant to California Government Code Section 36502(b) and Elections Code Section 9222, the City Council of the City of Moreno Valley hereby calls an election and submits to the qualified electorate of the City, a measure that, if approved, would create term limits for members of City Council. This measure shall be designated by letter by the Riverside County Registrar of Voters. Pursuant to Election Code Section 10400 *et seq.*, the election for this measure shall be consolidated with the statewide election to be conducted on November 4, 2014, which is also the date of the City's general municipal election, at which election of members of the City Council will also occur.

SECTION 3.

The ordinance authorizing the term limits to be approved by the voters pursuant to Section 2 is as set forth in Exhibit A hereto. The City Council hereby approves the form of the proposed ordinance and its submission to the voters of the City at the November 4, 2014 election, as required by Government Code Section 36502(b), subject to the approval of a majority of the electors voting on the measure at the election called by the adoption of this resolution. The entire text of the ordinance attached hereto as Exhibit A shall be printed in the voter information portion of the sample ballot.

SECTION 4.

The proposed term limit ordinance shall be submitted to the voters on the ballot in the form of the following question:

MEASURE __: APPROVAL OF TERM LIMITS FOR MORENO VALLEY CITY COUNCIL	
Shall an ordinance be adopted to enact term limits upon members of the Moreno Valley City Council, preventing any person who serves three (3) successive terms from serving again until an intervening period of two (2) years has elapsed?	YES
	NO

SECTION 5.

The official ballot to be used at said election shall conform to the provisions of the laws of the State of California with relation thereto.

SECTION 6.

Pursuant to Elections Code Section 9280, the City Attorney shall prepare an impartial analysis of the ballot measure not to exceed 500 words in length showing the effect of the measure on the existing law and the operation of the measure.

SECTION 7.

The City Council of the City of Moreno Valley hereby directs the City Clerk to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of Riverside, and authorizes, instructs, and directs the City Clerk to take all steps necessary to place the measure on the ballot, including but not limited to publication of a synopsis of the measure in accordance with Section 12111 of the Elections Code.

SECTION 8.

Pursuant to section 9282 of the Elections Code, the City Council authorizes the following Councilmembers to file written arguments (not to exceed 300 words) in favor of the first measure in the above Section 4 submitted to the voters.

Councilmember(s) _____

SECTION 9.

a. Pursuant to section 10002 of the Elections Code, the City Council hereby requests the Board of Supervisors of the County of Riverside to make available the services of the Registrar of Voters for the purpose of performing the usual services in the conduct of a municipal election, including the provision of election supplies and voters' pamphlets.

b. The City Council of the City of Moreno Valley also requests the Riverside County Board of Supervisors to consolidate this election with the general municipal election of November 4, 2014, and to provide that the canvass be made by any body or official authorized by law to canvass the returns of the election.

c. The consolidation of precincts shall be designated, ballots printed, counted and returned, returns canvassed, and all other proceedings in connection with the election be regulated and done, by the Registrar of Voters of the County of Riverside, in accordance with the provisions of law regulating elections so consolidated.

d. At the next regular meeting of the City Council occurring after the returns of the election have been canvassed and the certification of the results to the City Council, the City Council shall cause to be entered in its minutes a statement of the results of the election.

SECTION 10.

The City Manager is hereby authorized and directed to expend the necessary funds to pay for the City's cost of placing the measure on the election ballot, including,

3
Resolution No. 2014-35
Date Adopted: May 13, 2014

but not limited to, fees and costs assessed by the County of Riverside, legal fees and expenses and staff time.

SECTION 11.

The City Clerk is hereby authorized and directed to certify the adoption of this Resolution and to transmit a copy hereof so certified to the Board of Supervisors and the Registrar of Voters of Riverside County, and are directed to take all steps necessary to place the measure on the ballot and to cause the ordinance attached as Exhibit A to be printed.

APPROVED AND ADOPTED this 13th day of May, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

4
Resolution No. 2014-35
Date Adopted: May 13, 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. 2014-35 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of May, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

5
Resolution No. 2014-35
Date Adopted: May 13, 2014

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ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTER 2.04 OF THE MORENO VALLEY MUNICIPAL CODE PERTAINING TO TERM LIMITS FOR MEMBERS OF THE CITY COUNCIL

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

Moreno Valley Municipal Code, Chapter 2.04, "Council," is amended to add Section 2.04.025 to read as follows:

2.04.025 Term Limits.

Any person who shall have served three (3) successive terms as a member of the City Council shall be ineligible to serve again in the office until an intervening period of two (2) years has elapsed. For the purposes hereof, any person who serves as a Councilmember for two (2) years or more of an appointed or elected term shall be considered to have served a term. Neither terms completed prior to this provision taking effect nor terms that are in progress at the time this provision takes effect shall count toward the three (3) term limit.

SECTION 2. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council of the City of Moreno Valley hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 3. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city. Upon adoption of this ordinance pursuant to the voter approval referenced in Resolution No. 2014-____, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Moreno Valley Municipal Code.

Ordinance No. ____
Date Adopted:

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Resolution No. 2014-____
Date Adopted: May 13, 2014

SECTION 4. EFFECTIVE DATE:

Pursuant to Elections Code section 9217, this ordinance shall take effect ten (10) days after the City Council declares the results of the election.

APPROVED AND ADOPTED this ____ day of _____, 201_.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. ____
Date Adopted:

7
Resolution No. 2014-____
Date Adopted: May 13, 2014

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____ and had its second reading on _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, 201_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Ordinance No. _____
Date Adopted:

8
Resolution No. 2014-_____
Date Adopted: May 13, 2014

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RESOLUTION NO. 2014-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AN ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORATE A MEASURE RELATING TO THE APPROVAL OF TERM LIMITS; REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE CONSOLIDATE THE ELECTION WITH THE ESTABLISHED GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014; AND REQUESTING THAT THE COUNTY REGISTRAR OF VOTERS CONDUCT THE ELECTION ON THE CITY'S BEHALF

WHEREAS, after deliberation, the City Council considers it appropriate to adopt term limits such that any person who serves two (2) successive terms as a member of the City Council shall be ineligible to serve again until an intervening period of two (2) years has elapsed; and

WHEREAS, Government Code Section 36502(b) provides that such a proposal must be submitted to the electors of the City at a regularly scheduled election and a majority of the votes cast on the question favor adoption of the proposal; and

WHEREAS, November 4, 2014 is the date of the City's next general municipal election; and

WHEREAS, Elections Code Section 9280 sets forth the procedures for the City Attorney's impartial analysis of the ballot measure; and

WHEREAS, Elections Code Section 9285 sets forth the procedures for rebuttal arguments concerning the ballot measure; and

WHEREAS, the City Council finds that under CEQA Guidelines Sections 15061(b)(3) and 15378 there is no possibility that this ordinance and ballot measure will have a significant effect on the environment and review under CEQA is therefore not required.

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

SECTION 1.

The foregoing Recitals are true and correct and are hereby adopted by the City Council.

1
Resolution No. 2014-35
Date Adopted: May 13, 2014

SECTION 2.

Pursuant to California Government Code Section 36502(b) and Elections Code Section 9222, the City Council of the City of Moreno Valley hereby calls an election and submits to the qualified electorate of the City, a measure that, if approved, would create term limits for members of City Council. This measure shall be designated by letter by the Riverside County Registrar of Voters. Pursuant to Election Code Section 10400 *et seq.*, the election for this measure shall be consolidated with the statewide election to be conducted on November 4, 2014, which is also the date of the City's general municipal election, at which election of members of the City Council will also occur.

SECTION 3.

The ordinance authorizing the term limits to be approved by the voters pursuant to Section 2 is as set forth in Exhibit A hereto. The City Council hereby approves the form of the proposed ordinance and its submission to the voters of the City at the November 4, 2014 election, as required by Government Code Section 36502(b), subject to the approval of a majority of the electors voting on the measure at the election called by the adoption of this resolution. The entire text of the ordinance attached hereto as Exhibit A shall be printed in the voter information portion of the sample ballot.

SECTION 4.

The proposed term limit ordinance shall be submitted to the voters on the ballot in the form of the following question:

MEASURE __: APPROVAL OF TERM LIMITS FOR MORENO VALLEY CITY COUNCIL	
Shall an ordinance be adopted to enact term limits upon members of the Moreno Valley City Council, preventing any person who serves two (2) successive terms from serving again until an intervening period of two (2) years has elapsed?	YES
	NO

SECTION 5.

The official ballot to be used at said election shall conform to the provisions of the laws of the State of California with relation thereto.

SECTION 6.

Pursuant to Elections Code Section 9280, the City Attorney shall prepare an impartial analysis of the ballot measure not to exceed 500 words in length showing the effect of the measure on the existing law and the operation of the measure.

SECTION 7.

The City Council of the City of Moreno Valley hereby directs the City Clerk to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of Riverside, and authorizes, instructs, and directs the City Clerk to take all steps necessary to place the measure on the ballot, including but not limited to publication of a synopsis of the measure in accordance with Section 12111 of the Elections Code.

SECTION 8.

Pursuant to section 9282 of the Elections Code, the City Council authorizes the following Councilmembers to file written arguments (not to exceed 300 words) in favor of the first measure in the above Section 4 submitted to the voters.

Councilmember(s) _____

SECTION 9.

a. Pursuant to section 10002 of the Elections Code, the City Council hereby requests the Board of Supervisors of the County of Riverside to make available the services of the Registrar of Voters for the purpose of performing the usual services in the conduct of a municipal election, including the provision of election supplies and voters' pamphlets.

b. The City Council of the City of Moreno Valley also requests the Riverside County Board of Supervisors to consolidate this election with the general municipal election of November 4, 2014, and to provide that the canvass be made by any body or official authorized by law to canvass the returns of the election.

c. The consolidation of precincts shall be designated, ballots printed, counted and returned, returns canvassed, and all other proceedings in connection with the election be regulated and done, by the Registrar of Voters of the County of Riverside, in accordance with the provisions of law regulating elections so consolidated.

d. At the next regular meeting of the City Council occurring after the returns of the election have been canvassed and the certification of the results to the City Council, the City Council shall cause to be entered in its minutes a statement of the results of the election.

SECTION 10.

The City Manager is hereby authorized and directed to expend the necessary funds to pay for the City's cost of placing the measure on the election ballot, including,

3
Resolution No. 2014-35
Date Adopted: May 13, 2014

but not limited to, fees and costs assessed by the County of Riverside, legal fees and expenses and staff time.

SECTION 11.

The City Clerk is hereby authorized and directed to certify the adoption of this Resolution and to transmit a copy hereof so certified to the Board of Supervisors and the Registrar of Voters of Riverside County, and are directed to take all steps necessary to place the measure on the ballot and to cause the ordinance attached as Exhibit A to be printed.

APPROVED AND ADOPTED this 13th day of May, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

4
Resolution No. 2014-35
Date Adopted: May 13, 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. 2014-35 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of May, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

5
Resolution No. 2014-35
Date Adopted: May 13, 2014

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ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF MORENO VALLEY, CALIFORNIA, AMENDING
CHAPTER 2.04 OF THE MORENO VALLEY MUNICIPAL
CODE PERTAINING TO TERM LIMITS FOR MEMBERS OF
THE CITY COUNCIL

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

Moreno Valley Municipal Code, Chapter 2.04, "Council," is amended to add Section 2.04.025 to read as follows:

2.04.025 Term Limits.

Any person who shall have served two (2) successive terms as a member of the City Council shall be ineligible to serve again in the office until an intervening period of two (2) years has elapsed. For the purposes hereof, any person who serves as a Councilmember for two (2) years or more of an appointed or elected term shall be considered to have served a term. Neither terms completed prior to this provision taking effect nor terms that are in progress at the time this provision takes effect shall count toward the two (2) term limit.

SECTION 2. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council of the City of Moreno Valley hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 3. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city. Upon adoption of this ordinance pursuant to the voter approval referenced in Resolution ____, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Moreno Valley Municipal Code.

Ordinance No. ____
Date Adopted: mm. dd. vvvv

SECTION 4. EFFECTIVE DATE:

Pursuant to Elections Code section 9217, this ordinance shall take effect ten (10) days after the City Council declares the results of the election.

APPROVED AND ADOPTED this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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RESOLUTION NO. 2014-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AN ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORATE A MEASURE RELATING TO THE APPROVAL OF TERM LIMITS; REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE CONSOLIDATE THE ELECTION WITH THE ESTABLISHED GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014; AND REQUESTING THAT THE COUNTY REGISTRAR OF VOTERS CONDUCT THE ELECTION ON THE CITY'S BEHALF

WHEREAS, after deliberation, the City Council considers it appropriate to adopt term limits such that any person who serves three (3) successive terms as a member of the City Council shall be ineligible to serve again; and

WHEREAS, Government Code Section 36502(b) provides that such a proposal must be submitted to the electors of the City at a regularly scheduled election and a majority of the votes cast on the question favor adoption of the proposal; and

WHEREAS, November 4, 2014 is the date of the City's next general municipal election; and

WHEREAS, Elections Code Section 9280 sets forth the procedures for the City Attorney's impartial analysis of the ballot measure; and

WHEREAS, Elections Code Section 9285 sets forth the procedures for rebuttal arguments concerning the ballot measure; and

WHEREAS, the City Council finds that under CEQA Guidelines Sections 15061(b)(3) and 15378 there is no possibility that this ordinance and ballot measure will have a significant effect on the environment and review under CEQA is therefore not required.

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

SECTION 1.

The foregoing Recitals are true and correct and are hereby adopted by the City Council.

1
Resolution No. 2014-35
Date Adopted: May 13, 2014

SECTION 2.

Pursuant to California Government Code Section 36502(b) and Elections Code Section 9222, the City Council of the City of Moreno Valley hereby calls an election and submits to the qualified electorate of the City, a measure that, if approved, would create term limits for members of City Council. This measure shall be designated by letter by the Riverside County Registrar of Voters. Pursuant to Election Code Section 10400 *et seq.*, the election for this measure shall be consolidated with the statewide election to be conducted on November 4, 2014, which is also the date of the City's general municipal election, at which election of members of the City Council will also occur.

SECTION 3.

The ordinance authorizing the term limits to be approved by the voters pursuant to Section 2 is as set forth in Exhibit A hereto. The City Council hereby approves the form of the proposed ordinance and its submission to the voters of the City at the November 4, 2014 election, as required by Government Code Section 36502(b), subject to the approval of a majority of the electors voting on the measure at the election called by the adoption of this resolution. The entire text of the ordinance attached hereto as Exhibit A shall be printed in the voter information portion of the sample ballot.

SECTION 4.

The proposed term limit ordinance shall be submitted to the voters on the ballot in the form of the following question:

MEASURE __: APPROVAL OF TERM LIMITS FOR MORENO VALLEY CITY COUNCIL	
Shall an ordinance be adopted to enact term limits upon members of the Moreno Valley City Council, preventing any person who serves three (3) successive terms from serving again?	YES
	NO

SECTION 5.

The official ballot to be used at said election shall conform to the provisions of the laws of the State of California with relation thereto.

SECTION 6.

Pursuant to Elections Code Section 9280, the City Attorney shall prepare an impartial analysis of the ballot measure not to exceed 500 words in length showing the effect of the measure on the existing law and the operation of the measure.

SECTION 7.

The City Council of the City of Moreno Valley hereby directs the City Clerk to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of Riverside, and authorizes, instructs, and directs the City Clerk to take all steps necessary to place the measure on the ballot, including but not limited to publication of a synopsis of the measure in accordance with Section 12111 of the Elections Code.

SECTION 8.

Pursuant to section 9282 of the Elections Code, the City Council authorizes the following Councilmembers to file written arguments (not to exceed 300 words) in favor of the first measure in the above Section 4 submitted to the voters.

Councilmember(s) _____

SECTION 9.

a. Pursuant to section 10002 of the Elections Code, the City Council hereby requests the Board of Supervisors of the County of Riverside to make available the services of the Registrar of Voters for the purpose of performing the usual services in the conduct of a municipal election, including the provision of election supplies and voters' pamphlets.

b. The City Council of the City of Moreno Valley also requests the Riverside County Board of Supervisors to consolidate this election with the general municipal election of November 4, 2014, and to provide that the canvass be made by any body or official authorized by law to canvass the returns of the election.

c. The consolidation of precincts shall be designated, ballots printed, counted and returned, returns canvassed, and all other proceedings in connection with the election be regulated and done, by the Registrar of Voters of the County of Riverside, in accordance with the provisions of law regulating elections so consolidated.

d. At the next regular meeting of the City Council occurring after the returns of the election have been canvassed and the certification of the results to the City Council, the City Council shall cause to be entered in its minutes a statement of the results of the election.

SECTION 10.

The City Manager is hereby authorized and directed to expend the necessary funds to pay for the City's cost of placing the measure on the election ballot, including,

3
Resolution No. 2014-35
Date Adopted: May 13, 2014

but not limited to, fees and costs assessed by the County of Riverside, legal fees and expenses and staff time.

SECTION 11.

The City Clerk is hereby authorized and directed to certify the adoption of this Resolution and to transmit a copy hereof so certified to the Board of Supervisors and the Registrar of Voters of Riverside County, and are directed to take all steps necessary to place the measure on the ballot and to cause the ordinance attached as Exhibit A to be printed.

APPROVED AND ADOPTED this 13th day of May, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

4
Resolution No. 2014-35
Date Adopted: May 13, 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. 2014-35 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of May, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

5
Resolution No. 2014-35
Date Adopted: May 13, 2014

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ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTER 2.04 OF THE MORENO VALLEY MUNICIPAL CODE PERTAINING TO TERM LIMITS FOR MEMBERS OF THE CITY COUNCIL

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

Moreno Valley Municipal Code, Chapter 2.04, "Council," is amended to add Section 2.04.025 to read as follows:

2.04.025 Term Limits.

Any person who shall have served three (3) successive terms as a member of the City Council shall be ineligible to serve as a City Councilmember again. For the purposes hereof, any person who serves as a Councilmember for two (2) years or more of an appointed or elected term shall be considered to have served a term. Neither terms completed prior to this provision taking effect nor terms that are in progress at the time this provision takes effect shall count toward the three (3) term limit.

SECTION 2. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council of the City of Moreno Valley hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 3. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city. Upon adoption of this ordinance pursuant to the voter approval referenced in Resolution ____, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Moreno Valley Municipal Code.

Ordinance No. ____
Date Adopted: mm. dd. vvvv

SECTION 4. EFFECTIVE DATE:

Pursuant to Elections Code section 9217, this ordinance shall take effect ten (10) days after the City Council declares the results of the election.

APPROVED AND ADOPTED this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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