



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

October 4, 2016

REGULAR MEETING – 6:00 PM

City Council Study Sessions

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

City Council Meetings

Special Presentations – 5:00 P.M.

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

City Council Closed Session

Will be scheduled as needed at 4:30 p.m.

City Hall Council Chamber – 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Guy Pegan, ADA Coordinator, at 951.413.3120 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Dr. Yxstian A. Gutierrez, Mayor

Jeffrey J. Giba, Mayor Pro Tem
Jesse L. Molina, Council Member

George E. Price, Council Member
D. LaDonna Jempson, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
October 4, 2016

CALL TO ORDER - 5:00 PM

SPECIAL PRESENTATIONS

1. Employee of the Quarter

2. Department of Public Social Services - Proclamation

3. Proclamation Recognizing Public Power Week - October 2 - 8, 2016

4. Senior Center Nutrition Program Staff & Volunteers - Mayoral Proclamations

5. Introduction of the Mayor's Cup Basketball Challenge Players - Team MoVal

**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
OCTOBER 4, 2016**

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

Pastor Donald Wilson, Lighthouse Baptist 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 Sergeant-at-Arms. 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.

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 - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- A.2. BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE (Report of: City Clerk)

Recommendations:

1. That the City Council adopt Resolution No. 2016-68, adopting an amended Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.
2. That the City Council serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. SA 2016-03, adopting an amended Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

- A.3. PA04-0016 (TRACT 31414) – EXONERATE SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF PIGEON PASS ROAD, SUNNYMEAD RANCH PARKWAY, SIENNA LANE, DEVILLE DRIVE, IMPERIAL DRIVE, AND CAPRICE WAY ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER: PIGEON PASS LLC (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2016-69. A Resolution of the City Council of the City of Moreno Valley, California, authorizing the acceptance of the public improvements as complete within Project PA04-0016 (Tract 31414) and acceptance of those portions of Pigeon Pass Road, Sunnymead Ranch Parkway, Sienna Lane, Deville Drive, Imperial Drive, and Caprice Way associated with this Project into the City's Maintained Street System.
2. Authorize the City Engineer to exonerate the Irrevocable Letter of

Credit as Faithful Performance security, and in 90 days exonerate the Irrevocable Letter of Credit as Material and Labor security if there are no stop notices or liens on file with the City Clerk.

A.4. REQUEST FOR CITY SPONSORSHIP OF SOUTHWEST VETERANS' BUSINESS RESOURCE CENTER EVENT (Report of: Parks & Community Services)

Recommendations: That the City Council:

1. Evaluate a request for sponsorship funds by the Southwest Veterans Business Resource Center based on criteria prescribed in the City's Sponsorship Policy.
2. Direct staff to actively promote the SVBRC's upcoming event in Moreno Valley. Offer assistance through the City's communication programs and approve the budget adjustments necessary to fund the activities.

A.5. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS COMMUNICATIONS TOWER- PROJECT NO. 803 0011 30 39 (Report of: Public Works)

Recommendations:

1. Award the construction contract to Jitney Company, Inc., 1541 Commerce St., Corona, CA 92880, the lowest responsible bidder for the Box Springs Communication Tower Project.
2. Authorize the City Manager to execute a contract with Jitney Company, Inc.
3. Authorize the issuance of a Purchase Order to Jitney Company, Inc. in the amount of \$490,469.10 (\$445,881.00 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 Jitney Company Inc. up to, but not exceeding, the 10% contingency amount of \$44,588.10, subject to the approval of the City Attorney.

A.6. PAYMENT REGISTER - JULY 2016 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.7. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.8. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2016/2017 AS OF 7/1/16 AND REIMBURSABLE ACTIVITIES REPORT FOR JULY 1, 2016 - AUGUST 31, 2016 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2016/2017 Council Discretionary Expenditure Reports and the Reimbursable Activities Report as of July 1, 2016.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

B.2. RECOMMENDATION TO APPROVE SECOND AMENDMENT TO CONTRACT MOWING AND MAINTENANCE OF PARKS IN ZONE A AND COMMUNITY FACILITIES DISTRICT #1 TO LANDCARE, USA, LLC (Report of: Parks & Community Services)

Recommendations:

1. Approve the Second Amendment to Independent Contractor Agreement with Landcare, USA, LLC to provide contract mowing and maintenance of Parks in Zone A and Community Facilities District #1 in the amount of \$145,127.19 (\$121,031.04 for Zone A and \$24,096.15 for CFD #1.)
2. Approve a budget adjustment of \$2,848, as set forth in the Fiscal Impact Section.
3. Authorize the City Manager to execute any subsequent related Extensions or Amendments to the Agreement, including the authority to authorize associated Purchase Order changes in accordance with the terms of the Agreement, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

B.3. BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE (Report of: City Clerk)

Recommendations:

1. That the City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD), adopt Resolution No. CSD 2016-26, adopting an amended Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- C.2. BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE (Report of: City Clerk)

Recommendations:

1. Receive and file the 2016 Local Agency Biennial Notice confirming that no amendment is required to the Conflict of Interest Code for the Moreno Valley Housing Authority.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

- D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

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 Sergeant-at-Arms.

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

G. REPORTS

- G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

Box Springs Mutual Water District (BSMWD)

- G.2. Authorize the Award of the Construction Contract to Hot Line Construction, Inc. for the Channel 12kV Circuit #1 Improvements from the Kitching Substation to the Lasselle Sports Park, Project No. 805 0037 (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Award the construction contract to Hot Line Construction, Inc., 9020 Brentwood Boulevard, Brentwood, CA 94513, the lowest responsible bidder, for the Kitching Substation Channel 12kV Circuit #1 Project.
2. Authorize the City Manager to execute a contract with Hot Line Construction, Inc.
3. Authorize the issuance of a Purchase Order to Hot Line Construction, Inc., for the amount of \$1,040,000 (\$945,100 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the contract with Hot Line Construction, Inc. up to, but not exceeding, the 10% contingency amount of \$94,900, subject to the approval of the City Attorney.
5. Appropriate \$628,000 from the Moreno Valley Utility Fund (Account No. 6011 30 80 80005 720199) to cover the cost of items and administrative costs.

G.3. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

G.4. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

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

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

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

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

PUBLIC INSPECTION

The contents of the agenda packet are available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

Any written information related to an open session agenda item that is known by the City to have been distributed to all or a majority of the City Council less than 72 hours prior to this meeting will be made available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

ADJOURNMENT

CERTIFICATION

I, Marie Macias, MMC, Interim City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: www.moval.org and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Marie Macias, MMC,
Interim City Clerk

Date Posted: September 22, 2016



Report to City Council

TO: Mayor and City Council
 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)
 Mayor and City Council Acting in its Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority (HA)

FROM: Marie Macias, Interim City Clerk

AGENDA DATE: October 4, 2016

TITLE: BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. That the City Council adopt Resolution No. 2016-68, adopting an amended Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.
2. That the City Council serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. SA 2016-03, adopting an amended Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

SUMMARY

Government Code Section 87306.05 requires that the City review its Conflict of Interest Codes every even numbered year and determine whether the Codes need to be revised or amended. The Conflict of Interest Code for the City, the Successor Agency, Community Services District, and the Housing Authority require amendments to reflect changes in employee titles in various City departments. Adoption of the attached resolutions will approve the proposed amendments to the Conflict of Interest Codes for the aforementioned agencies.

DISCUSSION

On March 28, 2011, the Moreno Valley Housing Authority was created by the City Council to carry out the responsibilities as specified under the Housing Authority Law. The members of the City Council are the Commissioners for the Housing Authority. The revised Conflict of Interest Code is substantially the same as the City Code heretofore adopted, except for the list of individuals subject to the Code.

On January 10, 2012, following dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

Upon reviewing the Conflict of Interest Codes for the City, the Successor Agency, and the Community Services District, staff has determined that amendments are required to accurately reflect current staffing, position titles and designated positions. The attached resolutions amend the Conflict of Interest Codes for the City, the Successor Agency, and the Community Services District. No amendment is required to the Conflict of Interest Code for the Housing Authority.

Adoption of the proposed resolutions and the amended Conflict of Interest Codes will ensure compliance with State law provisions.

The proposed revisions to the designated positions are as follows:

1. City of Moreno Valley Conflict of Interest Code:

City Attorney's Office:

City Attorney
Assistant City Attorney
~~Deputy City Attorney (delete)~~

City Clerk's Office:

City Clerk
Executive Assistant to Mayor and City Council
Management Analyst (*addition*)

City Manager's Office:

City Manager
Assistant City Manager
Public Information Intergovernmental Relations Officer

Management Analyst (delete)
~~*Sustainability & Intergovernmental Program Manager (delete)*~~
Technology Services Division Manager (addition)

Administrative Services Department:

Administrative Services Director
 Senior Human Resources Analyst
 Human Resources Analyst
 Purchasing & Facilities Division Manager
 Animal Services Division Manager

~~**Community and Economic Development Department:**~~ *(delete)*
~~*Assistant to the City Manager (delete)*~~
~~*Building & Neighborhood Services Division Manager (delete)*~~

Community Development Department:

Community Development Director/Building Official

Building & Safety Division *(addition)*

Building Inspector II
Building & Safety Supervisor (addition)

Code & Neighborhood Services Division *(addition)*

Code Compliance Field Supervisor
 Senior Code Compliance Officer
 Code Compliance Officer II
 Senior Parking Control Officer
 Parking Control Officer

Planning Division *(addition)*

Planning Official
 Senior Planner
 Associate Planner
 Principal Planner
~~*Senior Financial Analyst (delete)*~~
 Management Analyst

Economic Development Department: *(addition)*

Economic Development Director (addition)
Economic Development Manager (addition)
Management Analyst (addition)

Financial & Management Services Department:

Chief Financial Officer/City Treasurer
 Financial Operations Division Manager
 Treasury Operations Division Manager
~~Technology Services Division Manager (delete – moved to City Manager)~~
~~Special Districts Division Manager (delete – moved to new Special Districts Division)~~
~~Special Districts Program Manager (delete)~~
 Financial Resources Division Manager
 Senior Management Analyst (title change)
 Management Assistant
~~Senior Landscape Services Inspector (delete – moved to new Special Districts Division)~~
~~Housing Program Coordinator (delete)~~

Moreno Valley Utility (addition)

Electric Utility Division Manager (addition)
 Electric Utility Program Coordinator (addition)
 Senior Electrical Engineer (addition)
 Senior Financial Analyst (title change)

Fire Department:

~~Fire Safety Specialist (delete)~~
~~Fire Inspector I (delete)~~
~~Fire Inspector II (delete)~~
~~Fire Prevention Technician (delete)~~
 Office of Emergency Management & Volunteer Services Program Manager

Parks & Community Services Department:

Parks & Community Services Director
 Parks & Community Services Division Manager
 Parks Project Coordinator
 Parks Maintenance Supervisor
~~Recreation Supervisor (delete – title changed to Community Services Supervisor)~~
 Community Services Supervisor (addition)
~~Recreation Program Coordinator (delete – title changed to Community Services Coordinator)~~
~~Senior Citizens Center Coordinator (delete – title changed to Community Services Coordinator)~~
 Community Services Coordinator (addition)
 Management Analyst
 Senior Management Analyst (addition)
 Banquet Facility Representative

Public Works Department:

Public Works Director/City Engineer

~~Deputy Public Works Director/Assistant City Engineer (delete)~~

Capital Projects Manager/Assistant City Engineer (addition)

Senior Engineer, P.E.

~~Senior Traffic Engineer (delete)~~

Traffic Operations Supervisor

Transportation Division Manager/City Traffic Engineer

Associate Engineer

Senior Engineering Technician

Engineering Technician II

Construction Inspector

Maintenance & Operations Division Manager

Street Maintenance Supervisor

Senior Management Analyst

Management Analyst

Management Assistant

Electric Utility Division Manager (moved to Financial Management Services Dept.)

Electric Utility Program Coordinator (moved to Financial Management Services Dept.)

Senior Electrical Engineer (moved to Financial Management Services Dept.)

Financial Analyst (moved to Financial Management Services Dept.)

Land Development Division (addition)

Engineering Division Manager

Senior Engineer

Associate Engineer

Construction Inspector

Management Analyst

~~Storm Water Program Manager (delete - position eliminated)~~

Special Districts Division (addition)

Special Districts Division Manager (moved from Financial & Management Services)

~~*Special District Program Manager (delete – position eliminated)*~~

Senior Management Analyst (moved from Financial & Management Services)

Management Analyst (moved from Financial & Management Services)

Senior Landscape Services Inspector (moved from Financial & Management Services)

Consultant:

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City)

Oversight Board of the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (addition)

2. SUCCESSOR AGENCY CONFLICT OF INTEREST CODE:

Members of the City Council
 City Manager
 City Attorney
 Chief Financial Officer/City Treasurer
Assistant City Attorney (addition)
~~Deputy City Attorney~~ (delete – position eliminated)
 City Clerk
~~Economic & Community Development Director~~ (delete - title change)
Community Development Director/Building Official (addition - title change)
~~Housing Program Coordinator~~ (delete – position eliminated)

Consultant:

(Person or entity under contract to the City as Successor Agency who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

3. COMMUNITY SERVICES DISTRICT CONFLICT OF INTEREST CODE:

Members of the City Council, ex officio, as Directors of the District

General Manager
 District Legal Counsel
 Chief Financial Officer/City Treasurer
 Assistant District Legal Counsel
~~Deputy District Legal Counsel~~ (delete – position eliminated)
 City Clerk
 Public Works Director/*City Engineer* (title change)
~~Deputy Public Works Director/Assistant City Engineer~~ (delete – title change)
Capital Projects Manager/Assistant City Engineer (addition – title change)
 Parks and Community Services Director
 Parks & Community Services Division Manager
 Special Districts Division Manager
~~Special Districts Program Manager~~ (delete – position eliminated)
~~Senior Landscape Services Inspector~~ (delete – title change)
Landscape Services Supervisor (new title)
 Management Analyst (Special Districts)
 Senior Management Analyst (Special Districts)

Consultant:

(Person or entity under contract to the Community Services District who provides information, advice, recommendations or counsel to the District or who is subject to control or direction of the District)

4. HOUSING AUTHORITY CONFLICT OF INTEREST CODE:

There is no amendment required.

ALTERNATIVES

There are no alternatives. This review is mandated by the California Government Code.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda.

ATTACHMENTS

1. Proposed City Council Resolution
2. Proposed Successor Agency Resolution
3. Proposed Community Services District Resolution
4. 2016 Local Agency Biennial Notice for the Housing Authority

PREPARATION OF STAFF REPORT

Prepared By:
Marie Macias, MMC
Interim City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

- 1. Resolution No. 2016-68
- 2. Resolution No. SA 2016-03

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/19/16 5:54 PM
City Attorney Approval	<u>✓ Approved</u>	9/22/16 1:24 PM
City Manager Approval	<u>✓ Approved</u>	9/22/16 1:30 PM

RESOLUTION NO. 2016-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

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

1. All prior enactments of the City Council of the City of Moreno Valley in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.
2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Moreno Valley.
3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of

1

Resolution No. 2016-68
Date Adopted: October 4, 2016

Attachment: Resolution No. 2016-68 [Revision 1] (2266 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

Economic Interests with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer, who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interests filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a Statement of Economic Interests.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 4th day of October, 2016.

Mayor

ATTEST:

Interim City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution No. 2016-68 [Revision 1] (2266 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

2
Resolution No. 2016-68
Date Adopted: October 4, 2016

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Marie Macias, MMC, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-## was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4th day of October, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

INTERIM CITY CLERK

(SEAL)

3
Resolution No. 2016-68
Date Adopted: October 4, 2016

Attachment: Resolution No. 2016-68 [Revision 1] (2266 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX A
OFFICERS, EMPLOYEES AND OTHER PERSONS
TO BE COVERED BY
THE CITY OF MORENO VALLEY
CONFLICT OF INTEREST CODE

<u>DESIGNATED OFFICERS AND EMPLOYEES</u>	<u>DISCLOSURE CATEGORY</u>
<u>City Council:</u>	
Council Member	2
<u>City Boards and Commissions:</u>	
Member of the Planning Commission	2
<u>City Attorney's Office:</u>	
City Attorney	2
Assistant City Attorney	1
<u>City Clerk's Office:</u>	
City Clerk	1
Executive Assistant to Mayor and City Council	1
Management Analyst	1
<u>City Manager's Office:</u>	
City Manager	2
Assistant City Manager	1
Public Information Intergovernmental Relations Officer	1
Technology Services Division Manager	1
<u>Administrative Services Department:</u>	
Administrative Services Director	1
Senior Human Resources Analyst	1
Human Resources Analyst	1
Purchasing & Facilities Division Manager	1
Animal Services Division Manager	1

4
Resolution No. 2016-68
Date Adopted: October 4, 2016

Community Development Department:

Community Development Director/Building Official 1

Building & Safety Division

Building Inspector II 1

Building & Safety Supervisor 1

Code & Neighborhood Services Division

Code Compliance Field Supervisor 1

Senior Code Compliance Officer 1

Code Compliance Officer II 1

Senior Parking Control Officer 1

Parking Control Officer 1

Planning Division

Planning Official 1

Senior Planner 1

Associate Planner 1

Principal Planner 1

Management Analyst 1

Economic Development Department:

Economic Development Director 1

Economic Development Manager 1

Management Analyst 1

Financial & Management Services Department:

Chief Financial Officer/City Treasurer 2

Financial Operations Division Manager 1

Treasury Operations Division Manager 1

Financial Resources Division Manager 1

Management Analyst 1

Management Assistant 1

Moreno Valley Utility

Electric Utility Division Manager 1

Attachment: Resolution No. 2016-68 [Revision 1] (2266 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

Electric Utility Program Coordinator	1
Senior Electrical Engineer	1
Financial Analyst	1

Fire Department:

Office of Emergency Management & Volunteer Services Program Manager	1
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Parks & Community Services Department:

Parks & Community Services Director	1
Parks & Community Services Division Manager	1
Parks Project Coordinator	1
Parks Maintenance Supervisor	1
Community Services Supervisor	1
Community Services Coordinator	1
Management Analyst	1
Senior Management Analyst	1
Banquet Facility Representative	1

Public Works Department:

Public Works Director/City Engineer	1
Capital Projects Manager/Assistant City Engineer	1
Senior Engineer, P.E.	1
Traffic Operations Supervisor	1
Transportation Division Manager/City Traffic Engineer	1
Associate Engineer	1
Senior Engineering Technician	1
Engineering Technician II	1
Construction Inspector	1
Maintenance & Operations Division Manager	1
Street Maintenance Supervisor	1
Senior Management Analyst	1
Management Analyst	1
Management Assistant	1

Land Development Division

Engineering Division Manager	1
Senior Engineer	1
Associate Engineer	1

Attachment: Resolution No. 2016-68 [Revision 1] (2266 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

Construction Inspector	1
Management Analyst	1

Special Districts Division

Special Districts Division Manager	1
Senior Management Analyst	1
Management Analyst	1
Landscape Services Supervisor	1

Consultant:

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City)	1
--	---

Oversight Board of the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley

1

Attachment: Resolution No. 2016-68 [Revision 1] (2266 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

8

Resolution No. 2016-68
Date Adopted: October 4, 2016

RESOLUTION NO. SA 2016-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency; and

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE CITY COUNCIL AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by

reference and constitute the Conflict of Interest Code for all designated employees of

1

Resolution No. SA 2016-03
Date Adopted: October 4, 2016

the Agency.

2. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interests (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interests with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction (Gov. Code §81008). The City Clerk shall retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by members of the City Council, the City Manager, the City Attorney, the City Treasurer, and members of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 4th day of October, 2016.

Mayor

ATTEST:

Interim Secretary

(SEAL)

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution No. SA 2016-03 [Revision 2] (2266 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

2
Resolution No. SA 2016-03
Date Adopted: October 4, 2016

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Marie Macias, MMC, Interim Secretary of the City Council as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2016-03 was duly and regularly adopted by the City Council serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley at a regular meeting thereof held on the 4th day of October, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(City Council Members, Mayor and Mayor Pro Tem)

INTERIM SECRETARY

(SEAL)

3
Resolution No. SA 2016-03
Date Adopted: October 4, 2016

Attachment: Resolution No. SA 2016-03 [Revision 2] (2266 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX A

CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF MORENO VALLEY

DESIGNATED OFFICERS AND EMPLOYEES

DISCLOSURE CATEGORY

CITY AS SUCCESSOR AGENCY:

Members of the City Council	2
City Manager	2
City Attorney	2
Assistant City Attorney	2
Chief Financial Officer/City Treasurer	2
City Clerk	1
Community Development Director/Building Official	1
(Person or entity under contract to the City as Successor Agency who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)	1

Attachment: Resolution No. SA 2016-03 [Revision 2] (2266 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

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Resolution No. SA 2016-03
Date Adopted: October 4, 2016



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 4, 2016

TITLE: PA04-0016 (TRACT 31414) – EXONERATE SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF PIGEON PASS ROAD, SUNNYMEAD RANCH PARKWAY, SIENNA LANE, DEVILLE DRIVE, IMPERIAL DRIVE, AND CAPRICE WAY ASSOCIATED WITH THIS PROJECT INTO THE CITY’S MAINTAINED STREET SYSTEM
DEVELOPER: PIGEON PASS LLC

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2016-69. A Resolution of the City Council of the City of Moreno Valley, California, authorizing the acceptance of the public improvements as complete within Project PA04-0016 (Tract 31414) and acceptance of those portions of Pigeon Pass Road, Sunnymead Ranch Parkway, Sienna Lane, Deville Drive, Imperial Drive, and Caprice Way associated with this Project into the City’s Maintained Street System.
2. Authorize the City Engineer to exonerate the Irrevocable Letter of Credit as Faithful Performance security, and in 90 days exonerate the Irrevocable Letter of Credit as Material and Labor security if there are no stop notices or liens on file with the City Clerk.

SUMMARY

This report recommends acceptance of the improvements associated with PA04-0016 (Tract 31414) into the City’s maintained street system. The project is located at the southeast corner of Pigeon Pass Road and Sunnymead Ranch Parkway. This report also recommends authorizing the City Engineer to exonerate the Irrevocable Letter of

Credit as Faithful Performance security, and in 90 days, exonerate the Irrevocable Letter of Credit as Material and Labor security, if there are no stop notices or liens on file with the City Clerk.

DISCUSSION

On August 12, 2004, the Planning Commission of the City of Moreno Valley approved the plot plan for PA04-0016 to subdivide an approximately 9-acre parcel into 31 single-family residential lots. The project is located at the southeast corner of Pigeon Pass Road and Sunnymead Ranch Parkway and was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt concrete pavement, curb, gutter, sidewalk, driveway approaches, ADA accessible ramp, signage, street lights, storm drain, water, and sewer. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions were completed in July 2016. A follow up inspection was completed in August 2016 for the one year warranty period of the improvements, and the improvements are now eligible for acceptance into the City's maintained street system.

In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806 (a) and (b), is by action of the governing body ("City Council"), by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to exonerate the Irrevocable Letter of Credit as Faithful Performance security of \$111,500 issued by California Bank & Trust. Ninety days after City Council approves the exoneration of the Irrevocable Letter of Credit as Faithful Performance security, the Irrevocable Letter of Credit as Material and Labor security of \$55,750, issued by California Bank & Trust, will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk.

STRATEGIC PLAN

The recommended actions contribute to the Infrastructure priority:

Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to be in compliance with the Streets and Highways Code Section 1806 (a) and (b) in becoming a public street or road. Accepting them into the city street system results in City maintenance as public streets.*
2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will not allow the streets, per the Streets and Highways Code Section 1806 (a) and (b), to become a street or road for public*

use, and the City would not be able to maintain the streets and roads as public infrastructure to meet City Council's Goals.

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City Fund 2000-Gas Tax, Fund 2001-Measure A, and Fund 2007-Storm Water Maintenance. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Street maintenance costs over a 20 year period are estimated to average almost \$12,000 per 13 foot wide lane mile per year. Based on the current street section being accepted of 0.82 lane miles, the estimated annual cost is \$9,900.00.

The street sections also include 14 additional street lights (six 22,000 lumen lights and eight 9,500 lumen lights), with an estimated annual operating cost of \$250 per light or a combined increase in annual expenditures of \$3,500. As part of their annual property tax bill, each of the 31 parcels in Tract 31414 pays into the City's street lighting districts: Zone C- Arterial Street Lights (\$9 special tax) and LMD No. 2014-01 Residential Street Lights (\$26.76 special assessment for FY 2016/17). Total street lighting revenue for Tract 31414 is \$1,108.56. The acceptance of these street lights has created an additional fiscal impact to each lighting district. The General Fund currently offsets the shortfall for the operations of the street lighting districts.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Zara Terrell
Management Analyst

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

Concurred By:
Vince Girón
Associate Engineer

Concurred By:
Michael Lloyd, P.E.
Engineering Division Manager

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library

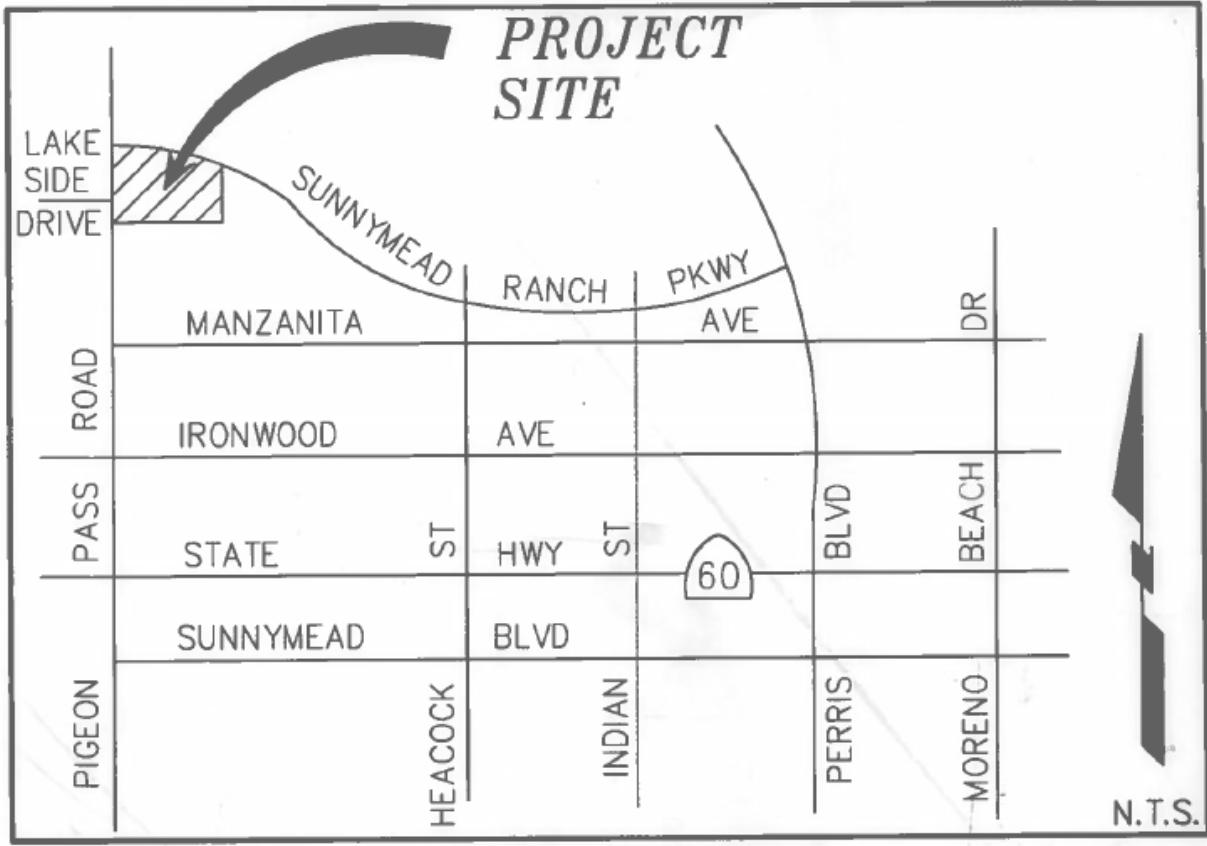
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Vicinity Map - PA04-0016 (TR 31414)
- 2. Resolution 2016-69 - PA04-0016 (TR 31414)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/13/16 1:24 PM
City Attorney Approval	<u>✓ Approved</u>	9/21/16 2:06 PM
City Manager Approval	<u>✓ Approved</u>	9/22/16 7:48 AM



VICINITY MAP
 NOT TO SCALE

CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA04-0016
 TR 31414

Attachment: Vicinity Map - PA04-0016 (TR 31414) (2253 : PA04-0016 (TRACT 31414) ? EXONERATE SECURITY AND ADOPT)

RESOLUTION NO. 2016-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA04-0016 (TRACT 31414) AND ACCEPTANCE OF THOSE PORTIONS OF PIGEON PASS ROAD, SUNNYMEAD RANCH PARKWAY, SIENNA LANE, DEVILLE DRIVE, IMPERIAL DRIVE, AND CAPRICE WAY ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Pigeon Pass LLC on those portions of Pigeon Pass Road, Sunnymead Ranch Parkway, Sienna Lane, Deville Drive, Imperial Drive, and Caprice Way associated with this project were constructed according to the approved plans on file with the City of Moreno Valley; and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner; and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project PA04-0016 (Tract 31414) and acceptance of those portions of Pigeon Pass Road, Sunnymead Ranch Parkway, Sienna Lane, Deville Drive, Imperial Drive, and Caprice Way associated with this project into the City's maintained street system; and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within PA04-0016 (Tract 31414) are complete, and those portions of Pigeon Pass Road, Sunnymead Ranch Parkway, Sienna Lane, Deville Drive, Imperial Drive, and Caprice Way associated with this project are accepted into the City's maintained street system.

SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

REPEAL OF CONFLICTING PROVISIONS

That all the provisions heretofore adopted by the City or the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

EFFECTIVE DATE

That this Resolution shall take effect upon its adoption.

CERTIFICATION

That the City Clerk shall certify to the passage of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 4th day of October, 2016.

Mayor of the City of Moreno Valley

ATTEST:

Interim City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution 2016-69 - PA04-0016 (TR 31414) [Revision 1] (2253 : PA04-0016 (TRACT 31414) ? EXONERATE SECURITY AND ADOPT)

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Marie Macias, MMC, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-69 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4th day of October, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



Report to City Council

TO: Mayor and City Council

FROM: Gabriel Garcia, Parks & Community Services Director

AGENDA DATE: October 4, 2016

TITLE: REQUEST FOR CITY SPONSORSHIP OF SOUTHWEST VETERANS' BUSINESS RESOURCE CENTER EVENT

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Evaluate a request for sponsorship funds by the Southwest Veterans Business Resource Center based on criteria prescribed in the City's Sponsorship Policy.
2. Direct staff to actively promote the SVBRC's upcoming event in Moreno Valley. Offer assistance through the City's communication programs and approve the budget adjustments necessary to fund the activities.

SUMMARY

This report recommends that the Council evaluate a request by the Southwest Veterans' Business Resource Center (SVBRC) for sponsorship of the Veterans' Expo event.

DISCUSSION

The City Council, at its regular meeting on June 23, 2015, approved the sponsorship of SVBRC's request that the City host its 5th annual Small Business Summit. The sponsorship paid the rental cost of \$1,913 for use of the Conference and Recreation Center (CRC).

SVBRC submitted an e-mail request on August 15, 2016, requesting City sponsorship of the 6th annual Small Business Summit, which will be held on February 15, 2017 at the CRC. The rental cost for use of the CRC is \$3,063. The cost increase is due to the request for additional meeting rooms and patio area.

The administrative policy guiding sponsorship approvals is provided in General Management Policy 2.36 (Attachment 1). The proposed event would offer economic benefits to local services, and potential benefits to Moreno Valley veterans, citizen-owned businesses, and unemployed veterans.

Because the City Sponsorship fund was defunded several years ago, support for events must be provided by department budgets.

Policy 2.36 requires that all criteria be satisfied for consideration. After reviewing the request, staff provides the following information for the Council's consideration:

- Location: The criteria specified in Section II of General Management Policy 2.36 states that eligible 501(c) (3) or (4) organizations must be located within the City of Moreno Valley.

The SVBRC has a Moreno Valley business location at the following address: 12125 Day Street, Suite V212, Moreno Valley, CA 92557.

- Purpose: The criteria specified in Section III of General Management Policy 2.36 specify that sponsorships under this program are strictly limited to supporting cultural or recreational events only. The cover letter submitted by the Small Business Summit asserts that this event is a cultural event.

While SVBRC has provided information to indicate that the request would comply with requirements specified in General Management Policy 2.36, the City Attorney determined that the 2015 request was not consistent with Policy 2.36 as the event is neither recreational nor cultural in nature.

The City Council prioritizes support for veterans and job creation. Should the City Council approve the sponsorship request, staff recommends that the City consider using all existing communication methods to actively promote the event including:

- Promotions on MVTV-3 and in CityLink
- Listing on the Website and Community Calendar
- Posts on Facebook and Nextdoor.com

ALTERNATIVES

1. Evaluate the request for sponsorship funds by the Southwest Veterans Business Resource Center based on criteria prescribed in the City's Sponsorship Policy. Direct staff to actively promote the SVBRC's upcoming event in Moreno Valley, offer assistance through the City's communication programs, and approve the budget adjustments necessary to fund the activities..
2. In light of the City Attorney's findings in 2015, respectfully decline SVBRC's request to provide free use of the Conference and Recreational Center, but direct staff to actively promote the event using the City's communication programs.

STRATEGIC PLAN

Sponsorship of the Southwest Veterans' Business Resource Center (SVBRC) Veterans' Expo addresses the Beautification, Community Engagement, and Quality of Life priority.

FISCAL IMPACT

The City Sponsorship program was defunded several years ago, for which the City does not have a specific budget for City sponsorships. Should the Council approve the City sponsorship, the funding would be provided from the general fund balance.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 16/17 Budget	Proposed Adjustments	FY 16/17 Amended Budget
Gen. Fund Transfer out	GF	1010-99-99-91010-905011	Exp	\$521,021	\$3,063	\$524,084
Parks Transfer In	PCS	5011-99-99-95011-801010	Rev	\$521,021	\$3,063	\$524,084
CRC Rental Costs	PCS	5011-50-58	Exp	\$0	\$3,063	\$3,063

NOTIFICATION

A copy of City Sponsorship Policy 2.36 was sent to the applicant.

PREPARATION OF STAFF REPORT

Prepared By:
Gabriel P. Garcia
Parks and Community Services Director

Department Head Approval:
Gabriel P. Garcia
Parks and Community Services Director

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

- 1. City Sponsorship General Management Policy 2.36
- 2. SWVBRC Moreno Valley Sponsorship Application

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/06/16 9:07 AM
City Attorney Approval	<u>✓ Approved</u>	9/20/16 12:36 PM
City Manager Approval	<u>✓ Approved</u>	9/22/16 9:40 AM

CITY SPONSORSHIP

PURPOSE: City sponsorship is provided for the purpose of aiding eligible organizations in providing worthwhile community events by paying a portion of the costs and receiving positive publicity for the City. The purpose of this policy is to set forth criteria to be met by the applicant prior to consideration of the request for sponsorship, as well as policies and procedures to be followed by the City in acting on the request for sponsorship.

POLICY:

I. Sponsorship

The City of Moreno Valley receives numerous requests to sponsor or co-sponsor events, activities, individuals or groups. The City has limited resources available for these sponsorship opportunities. For that reason, it is the City's policy to only sponsor or co-sponsor cultural or recreational events provided to the community by non-profit organizations existing pursuant to Internal Revenue Code Section 501(c)(3) or (4) that are located within the City. Sponsorship is a discretionary act of the City that confers no legal rights in the sponsorship proceeds or assistance prior to actual delivery by the City. No organization shall receive any City sponsorship proceeds or assistance unless and until it meets all of the criteria and satisfies all of the conditions contained within this policy and said sponsorship requester has submitted a completed application packet to the satisfaction of the City Manager. Upon approval of the Sponsorship Application packet, the sponsorship request will be forwarded to the City Council for review and consideration.

II. Organization Eligibility

Criteria for organization eligibility for City sponsorship is as follows:

- A. Applicant must be organized and existing pursuant to Internal Revenue Code Section 501(c)(3) or (4).
- B. Applicant must have as its primary purpose charity, youth development, cultural enrichment, or civic improvement.
- C. Applicant must be located within the City and providing services or benefits to the community.
- D. Applicant must complete and comply with the application process.
- E. Applicant must demonstrate a need for City sponsorship.
- F. Past events by the applicant must have complied with City requirements and have been free of significant problems.
- G. Applicant must have a valid City Business License.

III. Event Eligibility

Criteria for event eligibility are as follows:

- A. Fundraising shall not be the primary purpose of the event.
- B. Cultural or recreational events only.
- C. Past similar events by the applicant must have complied with City requirements and have been free of

Approved by: City Council

9/24/02

Revised: 11/25/08

CITY SPONSORSHIP

significant problems.

- D. Open to the general public without qualification and must be widely publicized.
- E. Located within the City including the City sphere of influence March Air Reserve Base, March Joint Powers Authority property, and Box Springs Park.

IV. Sponsorship Limitations

Sponsorship proceeds or assistance shall not result in any money being actually given to or paid in behalf of the event organizer. Sponsored events will only receive a “line of credit” with the City that will allow the group to receive credits of City costs up to the designated amount of the sponsorship for the event. Eligible City costs that can be offset by the sponsorship proceeds or assistance up to the maximum amount of the sponsorship are limited to the following:

- A. Mobile stage rental. (A monetary deposit by the applicant will be required.)
- B. Facility rental. (A monetary deposit by the applicant will be required.)
- C. Light or electric pole use in City parks.
- D. City Permits.
- E. Public Safety Services.
- F. City Staff.

V. Sponsorship Amounts

The amount of sponsorship proceeds or assistance shall be determined as follows:

- A. Depending on availability of resources, the City will budget \$5,000 per fiscal year to be used for sponsorship opportunities.
- B. The maximum sponsorship for any qualified organization and event shall not exceed \$2,500 per fiscal year.
- C. The maximum amount of sponsorship shall be directly proportional to the total attendance of the public at the sponsored event as follows:
 - 1. 250 - 500 in attendance = \$500 per event.
 - 2. 501 - 750 in attendance = \$750 per event.
 - 3. 751 - 1,000 in attendance = \$1,000 per event.
 - 4. Over 1,001 in attendance = \$2,500 per event.

In no case shall the sponsorship amount exceed fifty percent (50%) of the funds raised for the event.

Approved by: City Council

9/24/02

Revised: 11/25/08

CITY SPONSORSHIP

- D. Sponsorship amounts or assistance shall not be utilized to cover the cost of insurance.

VI. Application Process

- A. Submit a completed City application (Attachment A) for sponsorship at least 90 calendar days prior to the event date. Failure to comply with this requirement shall be automatic grounds for denying sponsorship. The application shall include a detailed description or listing of the estimated funds, in-kind donations and/or other assistance the organization will receive to support the organization and/or event.
- B. A completed application means completion of the City application for sponsorship, attachment of all required additional documentation, payment of all fees, if applicable, and submission of whatever other information and/or documentation that may be requested by the City to make an informed decision.
- C. Incomplete applications shall not be eligible for City sponsorship.
- D. Applicants shall receive a copy of this policy at the time an application is made to the City.

VII. Approval

- A. A determination shall be made by the City Manager or his/her designee, within 30 calendar days after submission of an application for sponsorship as to its completeness.
- B. The City Manager shall refer the request for sponsorship to the City Council for determination. Determinations on requests for sponsorship shall be made within 30 calendar days after submission of a completed application.
- C. All decisions of the City Council regarding sponsorship shall be final.

VIII. Other Requirements

- A. Applicant must agree in writing to defend and indemnify the City, the Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and their officers, employees and agents from and against any and all liability and claims of liability arising out of or otherwise arising from the event.
- B. Applicant shall submit to the City at least 10 calendar days prior to the event an event implementation plan, if requested by the City. The event implementation plan shall address in detail all issues requested by the City.
- C. Applicant shall agree to list the City of Moreno Valley as an official sponsor of the event in all promotion of the event. Failure to do so shall result in termination of the sponsorship and repayment to the City the monetary value of all sponsorship proceeds or assistance delivered to the applicant or for the event.
- D. Applicant shall coordinate and work directly with the City Manager or his/her designee for use of the City name and City logo.

Approved by: City Council

9/24/02

Revised: 11/25/08

CITY SPONSORSHIP

- E. Applicant must have adequate public liability and other necessary insurance for the event as required by and in accordance with City insurance requirements or as otherwise determined necessary by the City Risk Manager.
- F. All insurance must be issued by a company authorized and licensed to do business within the State of California and has a Best's Insurance Rating of A-, VII, or better to be acceptable to the City.
- G. City, the Moreno Valley Community Services District, the Moreno Valley Community Redevelopment Agency, and their officers, employees, and agents must be named as additional insured on all policies of insurance.
- H. Applicant must provide City with insurance certificates and valid additional insured endorsements or other appropriate insurance binder 15 calendar days prior to the date of the sponsored event.
- I. Applicant shall provide the City with a detailed accounting of all expenses and funds, in-kind donations, and/or other assistance collected for the organization and/or event within 90 days following the event. Failure to provide the required information would deem the organization and/or event ineligible for City sponsorship in the future.

IX. Sponsorship Not Subject To This Policy

This policy shall not apply to events or organizations that are specifically budgeted for in the City's Annual Budget.

Approved by: City Council

9/24/02

Revised: 11/25/08



Where Communities Serve Veterans®

Southwest Veterans' Business Resource Center, Inc.
11 So. D Street ★ Perris, CA 92570
(760) 468-1315 ★ FAX (866) 232-1978

August 31, 2016

Gabriel Garcia
Parks and Community Director
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Re: Sponsorship Application Request
6th Annual Veteran and Small Business Summit

Dear Gabriel,

On behalf of the Board of Directors of the Southwest Veterans' Business Resource Center, we respectfully seek the sponsorship of the City of Moreno Valley, California for the 6th Annual Veteran and Small Business Summit.

We have received and reviewed the City's Policy on Event Sponsorships, and we are in compliance. Included herewith are our Application, our last year's budget, and a list of the 2016 Board Members. We have a current business license and have physical presence in the City.

The Summit itself is a cultural event that is designed to yield civic improvement. Veteran and small businesses are connected to buyers, trainers, and one another for the purposes of networking and pursuing business opportunities.

If there is anything more we can provide for your review, let us know. Please thank the City Council and the City Manager for their consideration.

Sincerely,

Albert R. Renteria

Albert R. Renteria, Founder and Chairman
Southwest Veterans' Business Resource Center
www.WhereCommunitiesServeVeterans.com
www.VETS.training
760.468.1315, arenteria@swvbrc.org

Founder, Chairman

Albert R. Renteria, CWO4 USMC (Ret)
Chairman and CEO, The ARRC™
Perris, California

Board of Directors

Donna Hinton
Long Beach, California

Mike Flice
Torrance, California

Stanley Fujii
Washington, DC

Nicholas Harrison
Washington, DC

Executive Leadership

CEO

Tracey Lawrence-Collins
Riverside, California

George Jones
Director of Operations

Advisory Board Members

Frank Libutti, LtGen USMC (Retired)
Westfield, New Jersey

John M. Moffett, Col USMC (Retired)
Vice President SAIC
San Diego, California

501(c)3 Federal Tax ID
26-2675027

Location

c/o The ARRC
11 South D. Street
Perris California 92570

An all-volunteer national
non-profit California Corporation

Attachment: SWVBRC Moreno Valley Sponsorship Application (2269) : REQUEST FOR CITY SPONSORSHIP OF SOUTHWEST VETERANS'



**City of Moreno Valley
Sponsorship Application Request – Local Events – Regional Events**

Applications must be filed at least 60 days prior to the event. All applications must be accompanied by a Special Event Permit and Application.

Application Information

1. Organization Name (if any): Southwest Veterans' Business Resource Center
2. Non-Profit Federal Tax Identification Number: 26-2675027
3. Event Title: SWVBRC 6th Annual Veteran and Small Business Summit
4. Event Description: Small Businesses Connecting, Securing Contracts, & Creating Jobs
5. Event Date: February 15, 2017 Start Time: 9am End Time: 4pm
6. Event will take place: City Park City Facility On a Public Street
 Other: _____
7. Is this a fund-raising event? Yes No
8. Provide information on the budget for this event:

Expected Income:	\$	<u>104,100 (INCLUDES IN-KIND)</u>
Expected Expenses:	\$	<u>104,100</u>
Expected Net Profit:	\$	<u>0</u>
Expected Attendance:		<u>Over 1,000</u>
Entry Cost Charged to Participant:	\$	<u>no cost for attendees</u>
9. Funding Sources: Sponsors and fee for exhibitors
10. Amount of Funding: 100% in cash and in-kind

- ✓ Attach a detailed copy of your event budget.
- ✓ Attach a list of the organization's Board Members including telephone numbers.
- ✓ Attach a copy of your organization's non-profit IRS tax status.
- ✓ ~~Request for parade must include a proposed parade route.~~
- ✓ ~~Request for park use must include a detailed diagram of park site.~~

I certify that all statements on this request are true and complete to the best of my knowledge.

Signature: Albert R. Renteria Title: Founder and Chairman
 Individual Name: Albert R. Renteria Daytime Phone: 760-468-1315
 (Individual filling out this application)
 Mailing Address: 11 S D Street Perris, CA 92570 Evening Phone: 760-468-1315
 E-Mail Address: arenteria@swvbrc.org Fax Number: 866-232-1978

To be Completed by the City of Moreno Valley

Received by: _____ Date Received: _____
 Authorized by: _____ Date Authorized: _____

AP 2.36, Attachment A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 06 2008**

SOUTHWEST VETERANS BUSINESS
RESOURCE CENTER
C/O ALBERT R RENTERIA
PO BOX 1025
FALLBROOK, CA 92088

Employer Identification Number:
26-2675027
DLN:
17053165318048
Contact Person:
ROGER W VANCE ID# 31173
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 21, 2008
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2012
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

Attachment: SWVBRC Moreno Valley Sponsorship Application (2269 : REQUEST FOR CITY SPONSORSHIP OF SOUTHWEST VETERANS'

-2-

SOUTHWEST VETERANS BUSINESS

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Letter 1045 (DO/CG)

Attachment: SWVBC Moreno Valley Sponsorship Application (2269 : REQUEST FOR CITY SPONSORSHIP OF SOUTHWEST VETERANS'

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

6 If you checked box g, h, or i in question 5 above, you must request either an advance or a definitive ruling by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

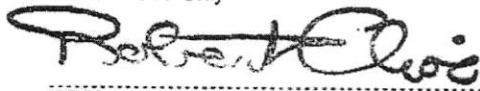

(Signature of Officer, Director, Trustee, or other authorized official)

Albert R. Renteria
(Type or print name of signer)

June 9, 2008
(Date)

CEO
(Type or print title or authority of signer)

For IRS Use Only


IRS Director, Exempt Organizations

AUG 06 2008
(Date)

b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box.
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. Yes No

Attachment: SWVBC Moreno Valley Sponsorship Application (2269 : REQUEST FOR CITY SPONSORSHIP OF SOUTHWEST VETERANS'

CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

BUSINESS TYPE: 868

Description: VETERANS ORGANIZATION

Business Name: Southwest Veterans' Business Resource Center

Business Location: 12125 Day St #V212, Moreno Valley, CA 92557

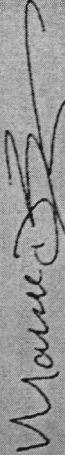
Business Owner: Southwest Veterans' Business Resource Center
Albert R. Renteria

BUSINESS LICENSE #: 29994

Effective Date: January 01, 2016

Expiration Date: December 31, 2016

SOUTHWEST VETERANS' BUSINESS
RESOURCE CENTER
11 S D ST
PERRIS, CA 92570



Marshall D. Eyerman
Chief Financial Officer

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

Event Budget
as of 6.1.2015

The SWVBRC's Fifth Annual Veteran and Small Business Summit of 2015

DESCRIPTION OF SERVICE OR PRODUCT	COST	SOURCE OF FUNDS
Pre-Event Expenses		
Billboard Design and Contract	\$3,000.00	Corporate Sponsorship
Aug 1 - Video/Social Media Blast	\$6,400.00	Corporate Sponsorship
Sept 1 - Video/Social Media Blast	\$6,400.00	Corporate Sponsorship
Oct 1 - Video/Social Media Blast	\$6,400.00	Corporate Sponsorship
Graphic Design and Printed Materials	\$2,000.00	Corporate Sponsorship
Diplomas	\$1,500.00	Corporate Sponsorship
Staff (3)	\$45,000.00	Donated time and talents of CEO, President, and Executive Director
Event-day Expenses		
Facility/Venue	\$3,500.00	City of Moreno Valley
Insurance	\$5,000.00	Exhibitor Registration
Safety/Security	\$2,500.00	Exhibitor Registration
Food/ lunch for Buyers, Exhibitors, and Veterans	\$2,500.00	Donated by Food Vendor
Nov 4 - Event Video	\$8,000.00	Corporate Sponsorship
Event Programs	\$2,000.00	Corporate Sponsorship
Staff	\$0.00	All volunteer event staff
Miscellaneous	\$3,000.00	TBD
Post-event Expenses		
Dec. 1 - Video/Social Media Blast	\$6,400.00	Corporate Sponsorship
Feedback survey	\$500.00	Corporate Sponsorship
Estimated Total Expenses:		
Staff Investment	\$104,100.00	
City Sponsorship (Moreno Valley)	(\$45,000.00)	
75 Exhibitors at \$100/table	(\$2,500.00)	
Donated Food	(\$7,500.00)	
	(\$2,500.00)	
Remaining Balance:	\$46,600.00	
Corporate Sponsorships*	TBD	
The ARRC Sponsorship*	TBD	
		*As soon as the Venue is finalized, the SWVBRC will move forward with securing Corporate Sponsors.

Attachment: SWVBRC Moreno Valley Sponsorship Application (2269 : REQUEST FOR CITY SPONSORSHIP OF SOUTHWEST VETERANS'

2015 SWVBRC Board Members		
Name	Telephone Number	
Albert Renteria, CEO and Founder	760.468.1315	
Tracey Lawrence Collins, President	909.545.5301	
Donna Hinton	951.722.4941	
Richard Mueller	951.722.4941	
Stan Fuji	951.722.4941	
Nicholas Harrison	951.722.4941	



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 4, 2016

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS COMMUNICATIONS TOWER- PROJECT NO. 803 0011 30 39

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract to Jitney Company, Inc., 1541 Commerce St., Corona, CA 92880, the lowest responsible bidder for the Box Springs Communication Tower Project.
2. Authorize the City Manager to execute a contract with Jitney Company, Inc.
3. Authorize the issuance of a Purchase Order to Jitney Company, Inc. in the amount of \$490,469.10 (\$445,881.00 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 Jitney Company Inc. up to, but not exceeding, the 10% contingency amount of \$44,588.10, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with Jitney Company, Inc. for the construction of the Box Springs Communication Tower Project (Project). The Project includes an 80 foot high self-supporting communication tower with three tubular steel legs, climbing ladder, cable bridge and posts, platform, mountings for antennas, equipment shelter, diesel generator, security fence, power and telephone utility services, and associated work per project bidding documents (plans and specifications). The construction of the new tower site will permit the expansion of the City's

communications network at much lower cost than the previous lease agreement. The project is funded with the Technology Services Project Fund.

DISCUSSION

On February 10, 2015, the City Council approved a five year land lease with an option to renew for up to seven additional five-year terms, on Box Springs Mountain with CF&D Corporation for a radio communications tower project. This land lease was completed as an initial step in building the City’s own communication site on Box Springs Mountain, as the City previously leased tower space for its operations with American Towers and cost had steadily increased by approximately 4.5% per year. The new land lease and construction of a City owned radio communications tower will decrease City costs and allow for repair and expansion of the City’s communications network.

The design and bidding documents were completed in July 2016 by TTG Engineers. The Planning Division of the Community Development Department determined on August 12, 2015 that this project qualifies for a Class 2 Categorical Exemption as defined in Section 15302 of the California Environmental Quality Act (CEQA).

As identified in the Bidding Documents, the Project scope of work was categorized to include the Base Bid and two Alternate Bids in order to maximize the utilization of the available budgeted funds. The Base Bid also includes Items 7 to 11 to install connections for future use.

Base Bid includes the 80 foot communication tower, prefabricated equipment shelter, generator, chain link fence, and power and telephone utility services. Alternate Bid A includes furnishing and installing a 7 foot high tubular steel fence and gate in lieu of chain link fence in order to enhance security. Alternate Bid B includes construction of in-place shelter with concrete masonry unit (CMU) blocks in lieu of pre-fabricated modular building to increase security and lower maintenance costs.

The Notice Inviting Bids was advertised for the subject project and formal bidding procedures have been followed in conformance with the Public Contract Code. Bids were received via the electronic bid management system, PlanetBids, on August 30, 2016, and two (2) bids were received as follows:

	<u>CONTRACTOR</u>	<u>Base Bid</u>	<u>Total Bid Amount</u> (Base Bid Plus Alternates A& B)
1	Jitney Company, Inc., Corona	\$444,246.00	\$487,311.00
2	BMV Construction Group, Inc., Fresno	\$711,197.95	\$721,463.00

The lowest responsible bidder was determined by comparing the cumulative total Bid Prices for Base Bid and both Alternate Bid items as stipulated in the Bidding Documents. Staff has reviewed the bid by Jitney Company, Inc. and determined it to be the lowest responsible bidder in possession of a valid license. No outstanding issues were identified through review of the references submitted by Jitney Company, Inc. in

their bid. Based on the amount of available funding, the need to construct the improvements, and the favorable bids received, staff recommends the City Council award the Base Bid minus items 7 -11 plus Alternate Bid Item A, for the total bid amount of \$445,881.00 to Jitney Company, Inc. Funds will be expended from the Technology Services Project Fund.

STRATEGIC PLAN

Box Springs Communication Tower addresses the Infrastructure priority.

Objective 4: Manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will provide for the construction of the Box Springs Communication Tower, reduce the lease costs, limit annual increases, and enable the City to add equipment without affecting lease costs.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative. This alternative will not address the unacceptable and continually deteriorating condition of the current base station nor will it address the constantly increasing costs, especially as equipment is added to the tower. As the City desires to add equipment, the lease prices will increase for each piece of equipment added.*

FISCAL IMPACT

The project is funded with the Technology Services Project Fund. There is no impact to the General Fund.

Jitney Company's total bid amount to be awarded is \$445,881.00. Staff is recommending that the City Council authorize the issuance of a Purchase Order to Jitney Company, Inc. in the amount of \$490,469.10 (bid amount plus 10% contingency). The contingency is intended for any unforeseen conditions encountered during construction which may result in changes in costs. At the completion of the project, any unused funds will be returned to the project's fund balance.

Maintenance costs are budgeted in the Technology Services Division budget. These same funds will be used to cover the maintenance needs of the site, thus the maintenance will continue to be fully funded as the budget is approved each year by the City Council.

AVAILABLE FUNDS FOR CONSTRUCTION:

Technology Services Project Fund (Account No. 7220-16-39-80003) (Project 803 0011 30 39).....	\$516,099.00
Total Project Budget	\$516,099.00

ESTIMATED CONSTRUCTION COSTS:

Contractor Construction Costs (Include Contingency).....	\$490,500.00
Project Administration and Inspection*	\$25,000.00
Total	\$515,500.00

**City staff will provide Construction Management and Inspection Services.*

ANTICIPATED PROJECT SCHEDULE:

Award Construction Contract	October 2016
Complete Construction.....	May 2017

NOTIFICATION

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.

PREPARATION OF STAFF REPORT

Prepared By:
Henry Ngo
Senior Engineer, P.E

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

Concurred By:
Margery A. Lazarus
Interim Capital Projects Division Manager/Assistant City Engineer

Concurred By:
Steve Hargis
Technology Services Division Manager

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development**
- 2. Public Safety**
- 3. Library**
- 4. Infrastructure**
- 5. Beautification, Community Engagement, and Quality of Life**

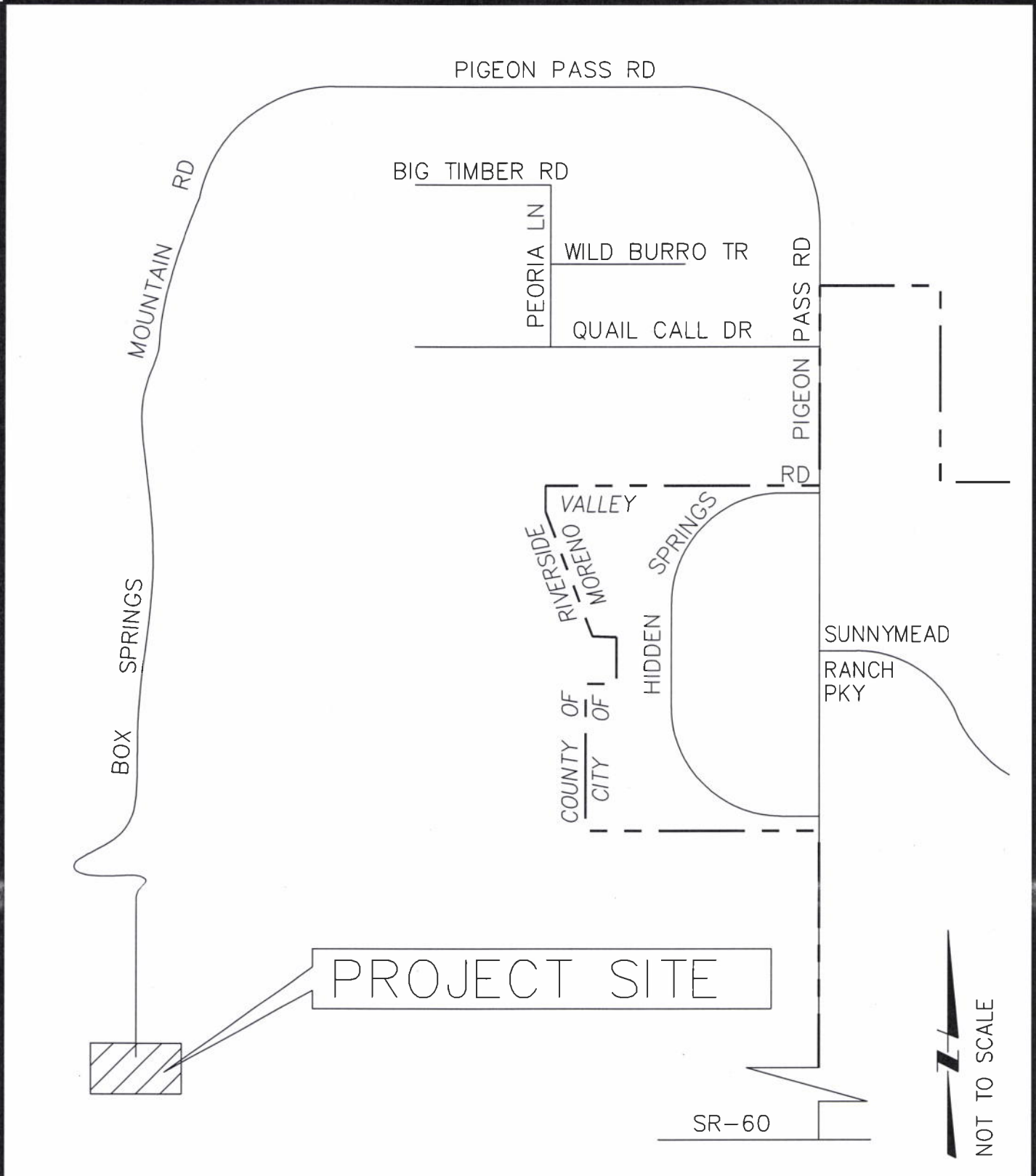
6. Youth Programs

ATTACHMENTS

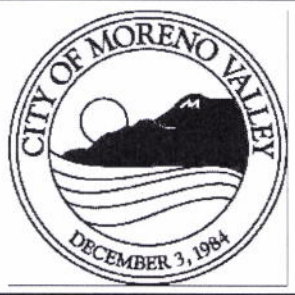
1. Location Map
2. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/21/16 5:15 PM
City Attorney Approval	<u>✓ Approved</u>	9/20/16 2:13 PM
City Manager Approval	<u>✓ Approved</u>	9/22/16 7:44 AM



Attachment: Location Map [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS



PROJECT LOCATION MAP

Public Works Department
Capital Projects Division

BOX SPRINGS COMMUNICATION
TOWER SITE
PROJECT NO. 801 0011 30 39

EXHIBIT A

Agreement No. _____

AGREEMENT**PROJECT NO. 803 0011 30 39****BOX SPRINGS COMMUNICATIONS TOWER**

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 **Jitney Company, 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 No. 1 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. The bound Bidding Documents
- K. Contractor's Certificates of Insurance and Additional Insured Endorsements
- L. 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. Geotechnical Logs and Test Results

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 minus items 7-11 and Alternate Bid Item A, awarded by the City is Four Hundred Forty Five Thousand Eight Hundred Eighty One Dollars (\$445,881.00) ("Contract Price"). The Alternate Bid Items selected by the City and included in the Contract are: A. 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. 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 and Notice to Proceed with Order of Materials." The Contract Time is **One Hundred Twenty (120) Working Days for Base Bid and Alternate Item A.** The Contract Time begins after all County approvals and permits are obtained. City shall issue the "Notice to Proceed with Construction" to state the date of commencement of the 120 working days.

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting plans and obtaining Riverside County building permit for tower.
- Submitting and obtaining Riverside County building permit for the pre-fabricated modular building and generator.
- Submitting and obtaining approval of critical required submittals
- Obtaining required electrical permit for the electrical work included in the scope.
- Obtaining required utility connections for the power and telephone services.
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

If the Contractor fails 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 and in completing the preconstruction requirements.

B. 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 and Notice to Proceed with Order of Materials, and all permits are

obtained 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.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

7.

7.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's 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 fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 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.

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.

7.2. 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.

7.3. **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.

8. INSURANCE.

8.1. **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.

8.2. **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.

8.3. **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.

8.4. **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.

8.5. **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.

8.6. **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.

8.7. 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.

8.8. 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.

8.9. **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.

8.10. **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.

8.11. **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.

8.12. **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.

9. 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 Contact 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, form, 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.

10. 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.

11. INDEMNIFICATION.

11.1. 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.

11.2. **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 10. 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.

11.3. **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.

11.4. **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.

11.5. 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.

11.6. 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 10.

11.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 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 10 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 10 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.

11.8. 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.

11.9. Survival of Indemnity Obligations. Contractor's obligations under this Paragraph 10 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.

12. 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)

Attachment: Agreement [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS

CITY OF MORENO VALLEY, Municipal Corporation

Jitney Company, Inc.

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

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.

Attachment: Agreement [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS

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 _____

Attachment: Agreement [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS

CONTRACTOR'S BONDS

Attachment: Agreement [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS

PREMIUM \$ _____

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

PROJECT NO. 803 0011 30 39

BOX SPRINGS COMMUNICATIONS TOWER

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 _____, 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. 803 0011 30 398**, 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)

Attachment: Agreement [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS

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.

Attachment: Agreement [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS

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 _____

Attachment: Agreement [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS

CITY OF MORENO VALLEY
Project No. 803 0011 30 39

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 803 0011 30 39

BOX SPRINGS COMMUNICATIONS TOWER

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 _____, 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. 803 0011 30 39**, 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

Attachment: Agreement [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS

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.

Attachment: Agreement [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS

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 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.

- 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

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 _____

Attachment: Agreement [Revision 1] (2230 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR BOX SPRINGS



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: October 4, 2016

TITLE: PAYMENT REGISTER - JULY 2016

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

The Payment Register is an important report providing transparency of financial transactions and payments for City activity for review by the City Council and the residents and businesses in Moreno Valley. The report is posted to the City's website as soon as it is available. The report is included in the City Council agenda as an additional means of distributing the report.

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.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Marshall Eyerman
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. July 2016 PaymentRegister

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/22/16 9:33 AM
City Attorney Approval	<u>✓ Approved</u>	9/22/16 11:03 AM
City Manager Approval	<u>✓ Approved</u>	9/22/16 1:18 PM



City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016

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>
ADVANCED ELECTRIC	228908	07/05/2016	12058	INSTALL/MOVE ELECTRICAL CONDUIT BEHIND WALLS- COTTONWOOD GOLF CTR	\$25,030.00
		07/05/2016	12059	INSTALLED LIGHT ON POLE FOR DUMPSTER & NORTH GATE- TOWNGATE	
		07/05/2016	12060	INSTALLED (8) CEILING FANS-SENIOR CTR	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$25,695.03
ALL AMERICAN ASPHALT, INC.	229046	07/18/2016	170839	CITYWIDE REPAVEMENT RESURFACING-CYCLE 2	\$106,241.10
Remit to: CORONA, CA					<u>FYTD:</u> \$106,241.10
CALPERS	228983	07/11/2016	FY 16/17 ARC	ANNUAL REQUIRED CONTRIBUTION FOR FY 2016/17	\$825,000.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$843,317.04
COUNTY OF RIVERSIDE SHERIFF	17978	07/05/2016	SH0000028459	CONTRACT LAW ENFORCEMENT RATE ADJUSTMENT FROM BP #1 TO BP #10	\$1,764,625.70
	18033	07/11/2016	SH0000028308	CONTRACT LAW ENFORCEMENT FACILITY EXPENSES BILLING FY 15/16	\$110,519.08
	18069	07/18/2016	SH0000028596	CONTRACT LAW ENFORCEMENT BILLING #11 (3/31-4/27/16)	\$2,694,714.92
	229107	07/25/2016	SH0000028615	CDBG POP OVERTIME-POLICE	\$74,524.53
		07/25/2016	SH0000028702	CDBG POP OVERTIME-POLICE	
		07/25/2016	SH0000028620	CDBG POP OVERTIME-POLICE	
		07/25/2016	SH0000028617	CDBG POP OVERTIME-POLICE	
		07/25/2016	SH0000028616	CDBG POP OVERTIME-POLICE	
		07/25/2016	SH0000028619	CDBG POP OVERTIME-POLICE	
		07/25/2016	SH0000028618	CDBG POP OVERTIME-POLICE	
		07/25/2016	SH0000028701	CDBG POP OVERTIME-POLICE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,655,184.23

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EASTERN MUNICIPAL WATER DISTRICT	228920	07/05/2016	JUN-16 7/5/16	WATER CHARGES	\$44,017.24
	229049	07/18/2016	JUN-16 7/18/16	WATER CHARGES	\$54,927.44
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$144,262.42

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016

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	18038	07/11/2016	0405-MTS1-SP126	ELECTRIC METER FEES	\$368,136.17
		07/11/2016	40-325A-05	MVU-WORK AUTHORIZATION 40-325A	
		07/11/2016	40-332A-02	MVU-WORK AUTHORIZATION 40-332A	
		07/11/2016	40-322B-01	MVU-WORK AUTHORIZATION 40-322B	
		07/11/2016	40-309B-11	MVU-WORK AUTHORIZATION 40-309B	
		07/11/2016	40-339-01	MVU-WORK AUTHORIZATION 40-339	
		07/11/2016	40-294B-06	MVU-WORK AUTHORIZATION 40-294B	
		07/11/2016	40-327B-03	MVU-WORK AUTHORIZATION 40-327B	
		07/11/2016	0405-MTS1-SP128	ELECTRIC METER FEES	
		07/11/2016	40-308B-12	MVU-WORK AUTHORIZATION 40-308B	
		07/11/2016	0402-MF-01902A	SOLAR METER INSTALLATION	
		07/11/2016	0402-MF-01899A	SOLAR METER INSTALLATION	
		07/11/2016	0405-1-208	DISTRIBUTION CHARGES 3/25-4/26/16	
		07/11/2016	0402-MF-01898A	SOLAR METER INSTALLATION	
		07/11/2016	0402-MF-01894A	SOLAR METER INSTALLATION	
		07/11/2016	0402-MF-01817A	METER INSTALLATION-EV CHARGING STATION AT WALMART	
		07/11/2016	0402-MF-01900A	SOLAR METER INSTALLATION	
		07/11/2016	0402-MF-01901A	SOLAR METER INSTALLATION	
		07/11/2016	0406-Temp MF-114	ELECTRIC METER FEES-TEMPORARY METERS	
		07/11/2016	40-329-05	MVU-WORK AUTHORIZATION 40-329	
		07/11/2016	40-336B-01	MVU-WORK AUTHORIZATION 40-336B	
		07/11/2016	0406-Temp MF-115	ELECTRIC METER FEES-TEMPORARY METERS	
		07/11/2016	40-331A-01	MVU-WORK AUTHORIZATION 40-331A	
		07/11/2016	40-328-05	MVU-WORK AUTHORIZATION 40-328	
		07/11/2016	40-334-02	MVU-WORK AUTHORIZATION 40-334	
		07/11/2016	40-323A-05	MVU-WORK AUTHORIZATION 40-323A	

Remit to: ANAHEIM, CA

FYTD: \$368,136.17

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016

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>
ENERGY AMERICA, LLC	18072	07/18/2016	100003b	ENERGY-RESOURCE ADEQUACY 6/1-7/1/16	\$50,160.00
Remit to: HOUSTON, TX					<u>FYTD:</u> \$50,160.00
EXELON GENERATION COMPANY, LLC	18073	07/18/2016	MVEU-00032A	ENERGY PURCHASE	\$809,651.36
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$809,651.36
G/M BUSINESS INTERIORS, INC.	228924	07/05/2016	222854-IN	FURNITURE-CITY YARD	\$191,531.01
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$191,531.01
GHD INCORPORATED	228926	07/05/2016	64661	CITYWIDE PEDESTRIAN/BICYCLE FACILITY-CYCLE 7-DESIGN SERVICES	\$53,629.50
		07/05/2016	63753	CITYWIDE PEDESTRIAN/BICYCLE FACILITY-CYCLE 7-DESIGN SERVICES	
		07/05/2016	64765	ADA PEDESTRIAN RAMP IMPROVEMENTS-CYCLE 6-DESIGN SERVICES	
Remit to: PASADENA, CA					<u>FYTD:</u> \$53,629.50
HDR ENGINEERING, INC	18043	07/11/2016	00489024-H	KITCHING ST SUBSTATION-DESIGN SERVICES 5/1-5/28/16	\$82,366.58
		07/11/2016	00487048-H	KITCHING ST SUBSTATION-DESIGN SERVICES 3/27-4/30/16	
	18096	07/25/2016	1200002617	KITCHING ST SUBSTATION/SWITCHYARD-DESIGN SERVICES 5/29-6/25/16	\$38,523.46
Remit to: CHICAGO, IL					<u>FYTD:</u> \$120,890.04
HP COMMUNICATIONS, INC	228930	07/05/2016	1617CMVOI01	FIBER AND VAULT INSTALLATION	\$38,048.45
Remit to: CORONA, CA					<u>FYTD:</u> \$38,048.45

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016

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>
INLAND KENWORTH, INC.	228993	07/11/2016	05590	URBAN SEARCH & RESCUE VEHICLE-(1) 2016 KENWORTH T370 CAB	\$112,796.74
Remit to: FONTANA, CA					<u>FYTD:</u> \$112,796.74
KEISER CORPORATION	229115	07/25/2016	27760	RECREATION FITNESS EQUIPMENT-SENIOR CTR	\$42,959.00
Remit to: FRESNO, CA					<u>FYTD:</u> \$42,959.00
KEYSTONE BUILDERS, INC	18077	07/18/2016	16	CITY YARD-CONSTRUCTION SERVICES	\$43,128.11
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$43,128.11

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016

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>
LANDCARE USA, LLC	17989	07/05/2016	8103638	LANDSCAPE MAINT.-ZONES E-7, SD LMD ZN 01, 01A, & 08-MAY 2016	\$41,166.74
		07/05/2016	8106459	IRRIGATION REPAIRS-SD LMD ZN 04-MAY 2016	
		07/05/2016	8103643	LANDSCAPE MOWING-CFD #1-MAY 2016	
		07/05/2016	8103637	LANDSCAPE MAINT.-ZONE M-MAY 2016	
		07/05/2016	8103642	LANDSCAPE MAINT.-ZONE S-MAY 2016	
		07/05/2016	8106457	IRRIGATION REPAIRS-ZONES E-7, SD LMD ZN 01 & 08-MAY 2016	
		07/05/2016	8103640	LANDSCAPE MAINT.-SD LMD ZN 04-MAY 2016	
		07/05/2016	8103641	LANDSCAPE MOWING-ZONE A PARKS-MAY 2016	
	18102	07/05/2016	8102174	PLANT MATERIAL INSTALLED-CTR. ISLAND ALONG IRIS NEAR OLIVER	\$39,935.91
		07/25/2016	8115540	IRRIGATION REPAIRS-ZONES E-7, SD LMD ZN 01, 01A & 08-JUN 2016	
		07/25/2016	8111202	LANDSCAPE MAINT.-ZONE S-JUN 2016	
		07/25/2016	8111203	LANDSCAPE MOWING-CFD #1-JUN 2016	
		07/25/2016	8115541	IRRIGATION REPAIRS-SD LMD ZN 04-JUN 2016	
		07/25/2016	8111200	LANDSCAPE MAINT.-SD LMD ZN 04-JUN 2016	
		07/25/2016	8111198	LANDSCAPE MAINT.-ZONES E-7, SD LMD ZN 01, 01A & 08-JUN 2016	
		07/25/2016	8111197	LANDSCAPE MAINT.-ZONE M-JUN 2016	
		07/25/2016	8111201	LANDSCAPE MOWING-ZONE A PARKS-JUN 2016	
Remit to: RIVERSIDE, CA				<u>FYTD:</u>	\$81,102.65

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016

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>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	17996	07/05/2016	72936	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-MAY16	\$41,842.86
		07/05/2016	72946	LANDSCAPE MAINT.-SENIOR CTR-MAY16	
		07/05/2016	72941	LANDSCAPE MAINT.-CITY YARD-MAY16	
		07/05/2016	72951	LANDSCAPE MAINT.-ANNEX 1-MAY16	
		07/05/2016	72929	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-MAY16	
		07/05/2016	72928	LANDSCAPE MAINT.-ZONE D-MAY 2016	
		07/05/2016	72931	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-MAY16	
		07/05/2016	72948	LANDSCAPE MAINT.-CITY HALL-MAY16	
		07/05/2016	72937	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-MAY16	
		07/05/2016	72947	LANDSCAPE MAINT.-MVU FIELD OFFICE-MAY16	
		07/05/2016	72935	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-MAY16	
		07/05/2016	72934	LANDSCAPE MAINT.-NORTH AQUEDUCT-MAY16	
		07/05/2016	72933	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-MAY16	
		07/05/2016	72932	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-MAY16	
		07/05/2016	72942	LANDSCAPE MAINT.-CONFERENCE & REC. CTR.-MAY16	
		07/05/2016	72938	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-MAY16	
		07/05/2016	72930	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-MAY16	
		07/05/2016	72939	LANDSCAPE MAINT.-ANIMAL SHELTER-MAY16	
		07/05/2016	72944	LANDSCAPE MAINT.-LIBRARY-MAY16	
		07/05/2016	72945	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-MAY16	
		07/05/2016	72943	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-MAY16	
		07/05/2016	72964	LANDSCAPE MAINT.-SD LMD ZN 02-MAY 2016	
		07/05/2016	72940	LANDSCAPE MAINT.-ASES ADMIN. BLDG.-MAY16	
		07/05/2016	72950	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-MAY16	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MARIPOSA HORTICULTURAL ENTERPRISES, INC.		07/05/2016	72949	LANDSCAPE MAINT.-FIRE STATIONS #2, #6, #48, #58, #65, #91 & #99-MAY16	
Remit to: IRWINDALE, CA					FYTD: \$65,891.87
MERCHANTS LANDSCAPE SERVICES INC	17997	07/05/2016	47764	LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06, & 07-MAY 2016	\$27,249.05
		07/05/2016	47765	LANDSCAPE MAINT.-SD LMD ZN 03 & 03A-MAY 2016	
		07/05/2016	47478	LANDSCAPE EXTRA WORK-PLANT MATERIAL & MULCH-KITCHING/KRAMERIA	
Remit to: MONTEREY PARK, CA					FYTD: \$51,959.52
MERITAGE HOMES	229082	07/18/2016	TUMF REIMB-	REDLANDS BLVD. PROJECT PA04-0104 (TR32625)-TUMF REIMBURSEMENT	\$228,573.00
Remit to: CORONA, CA					FYTD: \$228,573.00
MORENO VALLEY UTILITY	228997	07/11/2016	JUL-16 7/11/16	ELECTRICITY CHARGES	\$85,880.91
Remit to: HEMET, CA					FYTD: \$86,021.13
PERS HEALTH INSURANCE	18086	07/20/2016	W160701	EMPLOYEE HEALTH INSURANCE	\$187,531.77
	18191	07/27/2016	W160703	EMPLOYEE HEALTH INSURANCE	\$194,801.18
Remit to: SACRAMENTO, CA					FYTD: \$382,332.95
ROBERTSON'S READY MIX LTD	18067	07/11/2016	OCT14-MAR16	SALES TAX REIMBURSEMENT PER APPROVED DOF ROPS	\$253,384.00
Remit to: CORONA, CA					FYTD: \$253,384.00
RON TURLEY ASSOC. INC	229052	07/18/2016	46947	FLEET MANAGEMENT SOFTWARE	\$40,350.00
Remit to: GLENDALE, AZ					FYTD: \$40,350.00

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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>
SKECHERS USA INC.	228971	07/05/2016	MVU 7013669-01	COMMERCIAL LIGHTING REBATE	\$25,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$25,000.00
SOUTHERN CALIFORNIA EDISON 1	229001	07/11/2016	7500662255	WDAT CHARGES-MVU/FREDERICK AVE.-MAY16	\$54,967.93
		07/11/2016	7500662259	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-MAY16	
		07/11/2016	7500663147	RELIABILITY SERVICE-DLAP_SCE_SEES_HV-MAR16	
		07/11/2016	7500662254	WDAT CHARGES-MVU/NANDINA AVE.-MAY16	
		07/11/2016	7500662252	WDAT CHARGES-MVU/GRAHAM ST.-MAY16	
		07/11/2016	7500662253	WDAT CHARGES-MVU/GLOBE ST.-MAY16	
		07/11/2016	7500662251	WDAT CHARGES-MVU/IRIS AVE.-MAY16	
		07/11/2016	7500662256	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-MAY16	
	229053	07/18/2016	JUN-16 7/18/16	ELECTRICITY CHARGES	\$108,050.98
		07/18/2016	721-3449/JUN-16	IFA CHARGES-SUBSTATION	
		07/18/2016	587-9520/JUN-16	ELECTRICITY-FERC CHARGES/MVU	
		07/18/2016	707-6081/JUN-16	ELECTRICITY CHARGES	
	229129	07/25/2016	JUN-16 7/25/16	ELECTRICITY CHARGES	\$84,070.95
Remit to: ROSEMEAD, CA					FYTD: \$258,471.48
STATE CONTROLLER'S OFFICE	229132	07/25/2016	PROP 1B ADJ-3/21	RETURN PROP 1B INTEREST PER SCO ORDER DATED 3/21/16	\$219,998.00
Remit to: SACRAMENTO, CA					FYTD: \$244,679.00
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	18112	07/25/2016	APR-2016	INTERIM CITY ATTORNEY LEGAL SERVICES 4/1-4/30/16	\$36,472.50
		07/25/2016	07182016	WLC STRATEGIC CONSULTANT SERVICES (JOSEPH PERKINS)	
Remit to: RANCHO MIRAGE, CA					FYTD: \$36,472.50

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THE ADVANTAGE GROUP/ FLEX ADVANTAGE	18059	07/11/2016	201607	RETIREE MEDICAL BENEFIT BILLING-JULY 2016	\$39,785.23
Remit to: TEMECULA, CA					<u>FYTD:</u> \$41,145.98
U.S. BANK/CALCARDS	18014	07/05/2016	06-27-16	CALCARD ACTIVITY-JUNE 2016	\$301,676.46
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$301,676.46
VANCE CORPORATION	18018	07/05/2016	Reche-7	RECHE VISTA REALIGNMENT-CONSTRUCTION SERVICES	\$242,633.64
Remit to: RIALTO, CA					<u>FYTD:</u> \$242,633.64
WELLS FARGO CORPORATE TRUST	18190	07/25/2016	W160702	DEBT SERVICE-2007 TAX ALLOCATION BONDS, SERIES A	\$1,247,504.38
Remit to: MINNEAPOLIS, MN					<u>FYTD:</u> \$1,247,504.38

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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>
WEST COAST ARBORISTS, INC.	18020	07/05/2016	116194	TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 03	\$116,352.00
		07/05/2016	115855	TREE TRIMMING SERVICES-SD LMD ZN 06	
		07/05/2016	116199	TREE TRIMMING/REMOVAL SERVICES FOR PARKS/CONTRACT AREAS	
		07/05/2016	116198	TREE REMOVAL SERVICES-ZONE D	
		07/05/2016	116195	TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 04	
		07/05/2016	116197	TREE REMOVAL SERVICES-SD LMD ZN 07	
	18120	07/25/2016	116828	TREE TRIMMING SERVICES-SD LMD ZN 01A	\$43,147.00
		07/25/2016	116818	TREE TRIMMING SERVICES-ZONE E-8	
		07/25/2016	116831	TREE TRIMMING & REMOVAL SERVICES-ZONE D	
		07/25/2016	116833	TREE TRIMMING & REMOVAL SERVICES-PUBLIC WORKS TREE MAINT. DIV.	
		07/25/2016	116832	TREE TRIMMING SERVICES-ZONE M	
		07/25/2016	116835	TREE TRIMMING & REMOVAL SERVICES-SD LMD ZN 01	
		07/25/2016	116829	TREE REMOVAL SERVICES-SD LMD ZN 03	
07/25/2016	116830	TREE TRIMMING SERVICES-ZONE E-7			
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$159,499.00
WHEELER PAVING, INC.	18121	07/25/2016	6065-03	JFK DR. STREET IMPROVEMENTS PROJECT 801 0060	\$63,995.67
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$63,995.67
WILLDAN ENGINEERING	18122	07/25/2016	002-16868	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY-JUN16	\$249,135.03
		07/25/2016	002-16665	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY-APR16	
		07/25/2016	002-16758	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY-MAY16	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$249,135.03

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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>
WRCOG WESTERN RIVERSIDE CO. OF GOVTS.	229060	07/18/2016	JUN-2016 TUMF	TUMF FEES COLLECTED FOR 6/1-6/30/16	\$1,227,471.85
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,227,471.85
WRCRCA	229061	07/18/2016	JUN-2016 MSHCP	MSHCP FEES COLLECTED FOR JUNE 2016-RESIDENTIAL	\$54,656.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$54,656.00
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$12,786,163.41

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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>
ACCELA, INC.	229088	07/18/2016	REGISTR. FEE	ACCELA ENGAGE 2016 CONFERENCE 8/21- 8/26/16 (LAND DEV'T PERMIT TECH)	\$1,039.02
Remit to: CHICAGO, IL					<u>FYTD:</u> \$1,039.02
ADVANCED ELECTRIC	228979	07/11/2016	12061(a)	LIFT RENTAL - SENIOR CTR.	\$665.03
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$25,695.03
AEI-CASC ENGINEERING	18024	07/11/2016	0035766	PLAN CHECK SERVICES-WATER QUALITY MANAGEMENT PLAN	\$517.00
Remit to: COLTON, CA					<u>FYTD:</u> \$517.00
AEROTEK, INC.	17975	07/05/2016	OP06469766	TEMPORARY STAFFING-FIRE PREV. 6/13-6/17/16 (V. ADAMS)	\$828.80
	18025	07/11/2016	OP06482847	TEMPORARY STAFFING-FIRE PREV. 6/20-6/24/16 (V. ADAMS)	\$663.04
	18087	07/25/2016	OP06495856	TEMPORARY STAFFING-FIRE PREV. 6/27-7/1/16 (V. ADAMS)	\$1,429.68
		07/25/2016	OP06418963	TEMPORARY STAFFING-FIRE PREV. 5/16-5/20/16 (V. ADAMS)	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$2,921.52
AIR EXCHANGE INC	18026	07/11/2016	38623	PLYMOVENT MAINT. & REPAIR-FIRE STATION 2	\$383.61
Remit to: FAIRFIELD, CA					<u>FYTD:</u> \$383.61
AKINTIMOYE, ELIZABETH	229064	07/18/2016	1377481	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
ALDI, INC.	229008	07/11/2016	MVU 7014047-01	PBI SOLAR INCENTIVE REBATE	\$24,550.85
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$24,550.85
ALLIANT INSURANCE SERVICES	229047	07/18/2016	4/1-6/30/16	SPECIAL EVENT INSURANCE	\$7,689.02
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$7,689.02

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ALVARADO, ARTHUR STEVE	18027	07/11/2016	6/14-6/17/16	MILEAGE REIMBURSEMENT	\$195.26
Remit to: MORENO VALLEY, CA					FYTD: \$195.26
AMERICAN FORENSIC NURSES	18028	07/11/2016	68048	PHLEBOTOMY SERVICES	\$1,220.00
		07/11/2016	68069	PHLEBOTOMY SERVICES	
Remit to: LA QUINTA, CA					FYTD: \$1,220.00
AMS PAVING, INC	17976	07/05/2016	16476P-1	REPAINTING RED CURBS-CELEBRATION PARK	\$1,647.00
		07/05/2016	16475P-1	REPAINTING RED CURBS-TOWNGATE II PARK	
		07/05/2016	16477P-1	REPAINTING RED CURBS-SHADOW MOUNTAIN PARK	
		07/05/2016	16474P-1	REPAINTING RED CURBS-VISTA LOMAS PARK	
Remit to: FONTANA, CA					FYTD: \$1,647.00
AMTECH ELEVATOR SERVICES	228909	07/05/2016	DVB05046516	ELEVATOR ROUTINE MAINT-EOC-MAY16	\$1,200.86
		07/05/2016	DVB05046616	ELEVATOR ROUTINE MAINT-EOC-JUN16	
		07/05/2016	DVB05046416	ELEVATOR ROUTINE MAINT-EOC-APR16	
		07/05/2016	DVB05044316	ELEVATOR ROUTINE MAINT-CITY HALL-MAR16	
		07/05/2016	DVB05046316	ELEVATOR ROUTINE MAINT-EOC-MAR16	
		07/05/2016	DVB05044516	ELEVATOR ROUTINE MAINT-CITY HALL-MAY16	
		07/05/2016	DVB65903116	WHEELCHAIR LIFT ROUTINE MAINT-CRC 1/1-6/30/16	
		07/05/2016	DVB05044616	ELEVATOR ROUTINE MAINT-CITY HALL-JUN16	
		07/05/2016	DVB05044416	ELEVATOR ROUTINE MAINT-CITY HALL-APR16	
Remit to: PASADENA, CA					FYTD: \$1,200.86
ANDERSON, ALICE	229141	07/25/2016	R16-100143	ANIMAL SHELTER REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00
ANGUIANO, SERGIO	229065	07/18/2016	R16-099888	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$53.00
Remit to: MORENO VALLEY, CA					FYTD: \$53.00

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ANTUNEZ, ROSIESTEPHANIE	229089	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
APPLE ONE EMPLOYMENT SERVICES	18029	07/11/2016	01-4110868	TEMPORARY STAFFING-SPECIAL DISTRICTS 6/20-6/24/16 (R. DE LEON)	\$813.60
Remit to: GLENDALE, CA					FYTD: \$813.60
ARANA, LUCHANA	229009	07/11/2016	R16-098728	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
ARREOLA, DIANA	229090	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: PERRIS, CA					FYTD: \$300.00
AUTOMATIC STOREFRONT SERVICE/E-Z AUTOMATED SYSTEMS	228910	07/05/2016	0029242	SLIDING GLASS DOOR REPAIR-LIBRARY	\$2,974.69
		07/05/2016	0029229	SLIDING GLASS DOOR REPAIR-PUBLIC SAFETY BLDG.	
		07/05/2016	0103065-IN	SLIDING GLASS DOOR SERVICE CALL-PUBLIC SAFETY BLDG.	
		07/05/2016	0029221	SLIDING GLASS DOOR REPAIR-SENIOR CTR.	
		07/05/2016	0029243	SLIDING GLASS DOOR REPAIR-CITY HALL	
		07/05/2016	0029228	SLIDING GLASS DOOR REPAIR-CONFERENCE & REC. CTR.	
		07/05/2016	0029300	SLIDING DOORS NEW CONTROL BOX-CONFERENCE & REC. CTR.	
		07/05/2016	0029179	SLIDING GLASS DOOR REPAIR-PUBLIC SAFETY BLDG.	
Remit to: CHINO, CA					FYTD: \$2,974.69
BAKER, JAMES C.	229066	07/18/2016	REIMB.-7/4/16	REIMBURSEMENT FOR SUPPLIES-PARKS & RECREATION COMMISSION JULY 4TH FLOAT	\$128.98
Remit to: MORENO VALLEY, CA					FYTD: \$128.98

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BARAJAS , NORMA	229067	07/18/2016	R16-098681	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$12.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12.00
BASHIR, DIN ALI	228948	07/05/2016	MV1150310008	REFUND-PARKING CITATION OVERPAYMENT	\$32.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$32.00
BEALER, KELLY	229010	07/11/2016	1375121	CONFERENCE & REC CTR RENTAL REFUND DEPOSIT/BALANCE ON ACCOUNT	\$755.00
Remit to: YUMA, AZ					<u>FYTD:</u> \$755.00
BERGMANN, LOLA	229068	07/18/2016	R16-097979	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSITS	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
BLUNDELL-SANDERS, ASHLEY	229142	07/25/2016	R16-099453	ANIMAL SHELTER REFUND-RABIES DEPOSIT	\$20.00
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$20.00
BMW MOTORCYCLES OF RIVERSIDE	18030	07/11/2016	6013648	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$319.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$319.40
BOSCO LEGAL SERVICE, INC.	18088	07/25/2016	220834	LEGAL COURIER SERVICE	\$477.50
		07/25/2016	221367	LEGAL COURIER SERVICE	
		07/25/2016	221351	LEGAL COURIER SERVICE	
		07/25/2016	223013	LEGAL COURIER SERVICE	
		07/25/2016	223111	LEGAL COURIER SERVICE	
		07/25/2016	222330	LEGAL COURIER SERVICE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$477.50

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BOX SPRINGS MUTUAL WATER COMPANY	228980	07/11/2016	1084-1 6/27/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	\$387.45
		07/11/2016	1087-1 6/27/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		07/11/2016	1088-1 6/27/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		07/11/2016	204-9 6/27/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		07/11/2016	195-5 6/27/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		07/11/2016	45-4 6/27/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		07/11/2016	80-4 6/27/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		07/11/2016	1085-1 6/27/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		07/11/2016	721-1 6/27/16	WATER USAGE-ZONE 01 TOWNGATE	
	07/11/2016	1086-1 6/27/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY		
	07/11/2016	189-13 6/27/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY		
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$387.45
BRAUN BLAISING MCLAUGHLIN	229102	07/25/2016	16150	LEGAL SERVICES-MVU-MAY16	\$2,010.41
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$2,010.41
BRENNAN, SHANDA	229011	07/11/2016	R16-097886	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MENIFEE, CA					<u>FYTD:</u> \$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>
BROWN, KATHY	229012	07/11/2016	1371568	PICNIC SHELTER CANCELLATION	\$24.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$24.60
BUREAU OF OFFICE SERVICES, INC	18031	07/11/2016	87256	TRANSCRIPTION SERVICES-MAY16	\$280.93
Remit to: BURR RIDGE, IL					<u>FYTD:</u> \$280.93
CALHOUN, MICKEY	228949	07/05/2016	R16-098025	ANIMAL SHELTER REFUND-RABIES & SPAY/NEUTER DEPOSITS	\$95.00
Remit to: SANTA BARBARA, CA					<u>FYTD:</u> \$95.00
CALIFORNIA BUILDING STANDARDS COMMISSION	229103	07/25/2016	2ND QTR 2016	SB 1473 FEES COLLECTED FOR 4/1-6/30/16	\$997.20
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$997.20
CALIFORNIA DEPT OF TRANSPORTATION	228981	07/11/2016	16008342	STATE ROUTE 60/REDLANDS BLVD. INTERCHANGE-PSR-PDS	\$9,084.23
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$9,084.23
CALIFORNIA MUNICIPAL UTILITIES ASSOC.	228982	07/11/2016	2214	GRID REGIONALIZATION SPECIAL PROJECT (DEC15-JUN16)	\$1,190.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,190.00
CALIFORNIA SHOPPING CART RETRIEVAL CORP.	17977	07/05/2016	161601	SHOPPING CART RETRIEVAL SERVICE-APR16	\$3,600.00
		07/05/2016	162023	SHOPPING CART RETRIEVAL SERVICE-MAY16	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$3,600.00

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CALPERS	228911	07/05/2016	FY 16/17 CERBT	UNFUNDED RETIREE MEDICAL TRUST ACCOUNT-SUCCESSOR AGENCY'S EMPLOYEE	\$13,855.14
	228912	07/05/2016	FY 16/17 PERS	UNFUNDED PERS RETIREMENT-SUCCESSOR AGENCY'S EMPLOYEE	\$4,461.90
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$843,317.04
CAMPOS, GWENDOLYNE	229069	07/18/2016	R16-099184	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
CANAL ALARM DEVICES, INC. DBA 123SECURITYPRODUCTS.	228913	07/05/2016	SI-608498	NASON ST. - EQUIPMENT	\$17,875.16
Remit to: RONKONKOMA, NY					<u>FYTD:</u> \$17,875.16
CARRASCO, JACQUELINE	228950	07/05/2016	MV3151002014	REFUND-PARKING CITATION OVERPAYMENT	\$55.00
Remit to: SAN PEDRO, CA					<u>FYTD:</u> \$55.00
CARROLL, STEPHANIE	229013	07/11/2016	1375721 1375722	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
CASTILLO, RICKY	228951	07/05/2016	MV2141010015	REFUND-PARKING CITATION OVERPAYMENT	\$133.00
Remit to: LANCASTER, CA					<u>FYTD:</u> \$133.00
CATHOLIC CHARITIES	18089	07/25/2016	APR-JUN 2016	CDBG REIMBURSEMENT	\$8,024.79
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$8,024.79
CENTENO, ANDREA	228952	07/05/2016	MV2160420039	REFUND-PARKING VIOLATION DISMISSED	\$57.50
Remit to: CORONA, CA					<u>FYTD:</u> \$57.50
CHAHAL, SUKHDEV	229070	07/18/2016	R16-099811	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$53.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$53.00

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CHAMBERS, PAUL	229071	07/18/2016	R15-092666	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
CHANCY, CHIZURU	228914	07/05/2016	JUN-2016	INSTRUCTOR SERVICES-HAWAIIAN/TAHITIAN DANCE/COMPETITION CLASSES	\$143.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$143.40
CISNEROS, RAMON	229014	07/11/2016	R16-099465	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MENIFEE, CA					<u>FYTD:</u> \$75.00
CLIMATEC BUILDING TECHNOLOGIES GROUP	228915	07/05/2016	36029	BACKTALK CONTROLLER SERVICE-PUBLIC SAFETY BLDG.	\$675.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$675.00
COGENT COMMUNICATIONS, INC	18068	07/18/2016	612016	SECONDARY INTERNET CONNECTION	\$3,303.22
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$3,303.22
COLONIAL SUPPLEMENTAL INSURANCE	229104	07/25/2016	7133069-0701349	SUPPLEMENTAL INSURANCE	\$5,871.56
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$5,871.56
COMMUNITY ASSISTANCE PROGRAM - CAP	228916	07/05/2016	APR 2016	CDBG REIMBURSEMENT-CAP FOOD PROGRAM	\$1,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
COMMUNITY WORKS DESIGN GROUP	18032	07/11/2016	11951	CONSULTANT SERVICES-JFK PARK/HSG GRANT-MAY16	\$1,789.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,789.50

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CONTRERAS, QUENIA	229072	07/18/2016	1377153	SENIOR CTR. RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
COSTCO	228917	07/05/2016	23231	MISC. SUPPLIES-EMERGENCY OP'S CTR.	\$316.99
Remit to: MORENO VALLEY, CA					FYTD: \$316.99
COUNTRY SQUIRE ESTATES	228918	07/05/2016	MAY 2016	UTILITY USERS TAX REFUND FOR MAY 2016	\$22.57
Remit to: ONTARIO, CA					FYTD: \$22.57
COUNTY OF RIVERSIDE	228984	07/11/2016	9990085000-1606	TRAFFIC MOTOR RADIO COMMUNICATIONS-POLICE-JUN16	\$2,786.42
	228985	07/11/2016	2042	CERTIFICATION OF REGISTERED VOTERS	\$105.00
		07/11/2016	2045	CERTIFICATION OF REGISTERED VOTERS	
		07/11/2016	2041	CERTIFICATION OF REGISTERED VOTERS	
	229105	07/25/2016	AC0000001412	LAFCO FY17 FEES	\$19,400.71
	229106	07/25/2016	16-149512	RECORDING FEE FOR LIEN RELEASE-APN 474-490-020	\$23.00
Remit to: RIVERSIDE, CA					FYTD: \$22,315.13
COUNTY OF RIVERSIDE SHERIFF	229003	07/11/2016	SH0000028621	BUDGET REIMBURSEMENT-RUHS SEXUAL ASSAULT EXAMS 7/1/15-12/31/15	\$10,800.00
Remit to: MORENO VALLEY, CA					FYTD: \$4,655,184.23
COYE, THOMAS	229143	07/25/2016	R16-099757	ANIMAL SHELTER REFUND-SPAY/NEUTER & RABIES DEPOSITS	\$95.00
Remit to: LAGUNA HILLS, CA					FYTD: \$95.00
CREASON AND AARVIG, LLP	229108	07/25/2016	30296-MAY16	LEGAL DEFENSE COSTS-CLAIM MV1617 (M. CUTHERELL)	\$4,635.52
Remit to: RIVERSIDE, CA					FYTD: \$4,635.52

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CRIME SCENE STERI-CLEAN, LLC	18034	07/11/2016	35805	BIO HAZARD REMOVAL SERVICE	\$1,500.00
		07/11/2016	35753	BIO HAZARD REMOVAL SERVICE	
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,500.00
CSAC EIA	229048	07/18/2016	16900258	CERTIFICATE OF INSURANCE MGMT. PROGRAM-50% OF IMPLEMENTATION FEE	\$3,722.50
Remit to: FOLSOM, CA					FYTD: \$3,722.50
CSIP WR MORENO VALLEY LLC	229073	07/18/2016	P16-065 BLDG. 1	REFUND FOR MARCH BUSINESS CTR. BLDG #1-DIF/TUMF OVERAGE PAYMENT	\$6,331.06
	229074	07/18/2016	P16-065 BLDG. 2	REFUND FOR MARCH BUSINESS CTR. BLDG #2-DIF/TUMF OVERAGE PAYMENT	\$1,591.37
Remit to: NEWPORT BEACH, CA					FYTD: \$6,331.06
CURRY, CYNTHIA	229144	07/25/2016	R16-097747	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00
D&D SERVICES DBA D&D DISPOSAL, INC.	229109	07/25/2016	24382	DECEASED ANIMAL REMOVAL SERVICE-JUN16	\$745.00
Remit to: VALENCIA, CA					FYTD: \$745.00
DATA TICKET, INC.	18090	07/25/2016	71408	ADMIN CITATION PROCESSING-ANIMAL SHELTER-MAY16	\$1,717.48
Remit to: NEWPORT BEACH, CA					FYTD: \$1,717.48
DAVIS, JUDY	229075	07/18/2016	R16-097740	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: HOMELAND, CA					FYTD: \$75.00
DEANDRADE, AASIYAH	229091	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: PERRIS, CA					FYTD: \$300.00

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DECKERS OUTDOOR CORPORATION	17979	07/05/2016	QTR ENDING MAR16	QUARTERLY SALES TAX PAYMENT PER OPERATING COVENANT AGREEMENT	\$8,495.40
Remit to: GOLETA, CA					FYTD: \$8,495.40
DELGADO, LUCY	228953	07/05/2016	MVP67766	REFUND-PARKING CITATION OVERPAYMENT	\$125.00
Remit to: BURBANK, CA					FYTD: \$125.00
DELTA DENTAL OF CALIFORNIA	18091	07/25/2016	BE001684529	EMPLOYEE DENTAL INSURANCE-PPO	\$10,738.21
Remit to: SAN FRANCISCO, CA					FYTD: \$10,738.21
DELTACARE USA	18092	07/25/2016	BE001685519	EMPLOYEE DENTAL INSURANCE-HMO	\$4,898.92
Remit to: DALLAS, TX					FYTD: \$4,898.92
DEPARTMENT OF CONSERVATION	228986	07/11/2016	2ND QTR 2016	SMI FEES FOR QUARTER ENDING 6/30/16	\$2,738.58
Remit to: SACRAMENTO, CA					FYTD: \$2,738.58
DEPARTMENT OF ENVIRONMENTAL HEALTH	228919	07/05/2016	IN0262448	ENVIRONMENTAL HEALTH PERMIT-MORRISON PARK	\$284.00
		07/05/2016	IN0261642	ENVIRONMENTAL HEALTH PERMIT-LASSELLE SPORTS PARK	
	229110	07/25/2016	JAN-MAR 2016	VECTOR CONTROL SERVICES-CODE	\$3,936.66
Remit to: RIVERSIDE, CA					FYTD: \$4,220.66

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DIMENSION DATA NORTH AMERICA INC/FORMERLY NEXUS	18035	07/11/2016	443473	NASON ST. - EQUIPMENT	\$20,235.72
	18070	07/18/2016	439811	CISCO-CALTRANS FIREWALL-PORT DATA (2) & POWER CABLE (2)	\$7,909.24
		07/18/2016	440724	CISCO-CALTRANS FIREWALL-TRANSRECEIVER MODULE (4)	
		07/18/2016	438957	CISCO-CALTRANS FIREWALL-FIREPOWER IPS/3YR SUBSCRIPTION	
18093	07/25/2016	444745	WARRANTY EXT.-EMERSON GXT4 2KVA (11 UNITS)	\$20,035.18	
	07/25/2016	443649	EMERSON GXT4 2KVA (11 UNITS)		
Remit to: PITTSBURGH, PA					<u>FYTD:</u> \$48,180.14
DISTINCTIVELY YOURS	18036	07/11/2016	5179	PROMOTIONAL MATERIALS-FIRE DEPT.	\$2,499.34
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,499.34
DIVISION OF THE STATE ARCHITECT	228987	07/11/2016	2ND QTR 2016	STATE PORTION-DISABILITY ACCESS AND EDUCATION FEE REPORT	\$336.90
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$336.90

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DMS FACILITY SERVICES	17980	07/05/2016	L40522	SPECIAL CLEANINGS FOR APR. 3-15 EVENT RENTALS-CRC	\$6,170.65
		07/05/2016	L40800	SPECIAL CLEANINGS FOR MAY 2016 EVENT RENTALS-TOWNGATE COMM. CTR.	
		07/05/2016	L40801	SPECIAL CLEANINGS FOR MAY 2016 EVENT RENTALS-COTTONWOOD GOLF CTR	
		07/05/2016	L40802	SPECIAL CLEANINGS FOR MAY 1-14 EVENT RENTALS-CRC	
		07/05/2016	RC-L107161	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-JUN16	
		07/05/2016	L40523	SPECIAL CLEANINGS FOR APR. 17-30 EVENT RENTALS-CRC	
		07/05/2016	RC-L107158	JANITORIAL SERVICES-RED MAPLE ELEMENTARY PORTABLE-JUN16	
		07/05/2016	RC-L107157	JANITORIAL SERVICES-RAINBOW RIDGE ELEMENTARY PORTABLE-JUN16	
		07/05/2016	L40813	SPECIAL CLEANING FOR MAY 28, 2016 EVENT RENTAL-SENIOR CTR.	
		07/05/2016	L40803	SPECIAL CLEANINGS FOR MAY 15-29 EVENT RENTALS-CRC	
18037	07/05/2016	RC-L107160	JANITORIAL SERVICES-SUNNYMEAD MIDDLE/THINK-JUN16	\$610.00	
	07/11/2016	L40847	CLEANING OF MEETING ROOM & KITCHEN-COTTONWOOD GOLF CTR. RENOVATION		
	07/11/2016	L40804	CLEAN & WAX PRO SHOP FLOORING-COTTONWOOD GOLF CTR. RENOVATION		
Remit to: MONROVIA, CA					FYTD: \$6,780.65
DUNCAN, BENJAMIN	229015	07/11/2016	R16-097420	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00

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E.R. BLOCK PLUMBING & HEATING, INC.	17981	07/05/2016	121285	BACKFLOW DEVICE TEST-FIRE STATION #65	\$225.00
		07/05/2016	121284	BACKFLOW DEVICE TEST-FIRE STATION #58	
		07/05/2016	121215	STATE ROUTE 60/NASON ST. OVERCROSSING BRIDGE-BACKFLOW TEST	
		07/05/2016	121363	BACKFLOW DEVICE TEST-FIRE STATION #99	
		07/05/2016	121283	BACKFLOW DEVICE TEST-PUBLIC SAFETY BLDG.	
Remit to: RIVERSIDE, CA					FYTD: \$225.00
EASTERN MUNICIPAL WATER DISTRICT	228988	07/11/2016	JUN-16 7/11/16	WATER CHARGES	\$23,722.39
	229111	07/25/2016	JUN-16 7/25/16	WATER CHARGES	\$21,595.35
Remit to: LOS ANGELES, CA					FYTD: \$144,262.42
EASY TURF, INC.	18071	07/18/2016	040241	PLAYGROUND MATERIALS	\$759.00
Remit to: VISTA, CA					FYTD: \$759.00
ECOBEE	228989	07/11/2016	M-000365	UTILITY PORTAL SETUP PER AGREEMENT	\$5,000.00
Remit to: TORONTO, ON					FYTD: \$5,000.00
EGAN, CHRISTINE	229076	07/18/2016	R16-098304	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
ESGIL CORPORATION	18094	07/25/2016	05164668	PLAN CHECK SERVICES 5/1-5/31/16	\$1,840.00
Remit to: SAN DIEGO, CA					FYTD: \$1,840.00
EWING IRRIGATION PRODUCTS	228921	07/05/2016	1626715	IRRIGATION PARTS & SUPPLIES-CITY PARKS	\$3,926.34
	228922	07/05/2016	1635581	IRRIGATION PARTS & SUPPLIES-CFD#1	\$2,869.95
Remit to: PHOENIX, AZ					FYTD: \$6,796.29

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EXCEL LANDSCAPE, INC	18039	07/11/2016	87757	IRRIGATION REPAIRS-WQB/NPDES	\$7,035.60
		07/11/2016	87589	IRRIGATION REPAIRS-WQB/NPDES	
		07/11/2016	87688	LANDSCAPE MAINT-WQB/NPDES-JUN16	
Remit to: CORONA, CA					FYTD: \$7,035.60
FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.	17982	07/05/2016	APR 2016 (LT)	LANDLORD/TENANT MEDIATION PROGRAM-CDBG	\$4,379.41
		07/05/2016	APR 2016 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM-CDBG	
Remit to: RIVERSIDE, CA					FYTD: \$4,379.41
FALCON ENGINEERING SERVICES, INC.	18040	07/11/2016	2012-30	STATE ROUTE 60/NASON ST. OVERCROSSING BRIDGE-CONSTRUCTION INSPECTION	\$7,897.88
Remit to: CORONA, CA					FYTD: \$7,897.88
FIRE APPARATUS SOLUTIONS	18041	07/11/2016	10278	PARAMEDIC SQUADS OUTFIT	\$15,049.02
		07/11/2016	10277	PARAMEDIC SQUADS OUTFIT	
Remit to: BLOOMINGTON, CA					FYTD: \$15,049.02
FIRST AMERICAN CORE LOGIC, INC.	18074	07/18/2016	81695518	REAL QUEST WEB SERVICES-MAY16 (IMAGING)	\$640.00
		07/18/2016	81694741	REAL QUEST WEB SERVICES-MAY16 (ACCESS)	
Remit to: DALLAS, TX					FYTD: \$640.00
FIRST AMERICAN DATA TREE, LLC	228990	07/11/2016	20027760616	ONLINE SOFTWARE SUBSCRIPTION-JUN16	\$99.00
Remit to: PASADENA, CA					FYTD: \$99.00
FIRST AMERICAN TITLE COMPANY	228923	07/05/2016	446-44665449	EXPRESS TITLE POLICY & DEED OF TRUST RECORDATION-11671 LYREBIRD	\$190.00
Remit to: PASADENA, CA					FYTD: \$190.00

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FIRST CHOICE SERVICES	17983	07/05/2016	587871	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER-JUN16	\$517.06
		07/05/2016	587872	WATER PURIF. UNIT RENTAL-ANNEX 1-JUN16	
		07/05/2016	587873	WATER PURIF. UNITS RENTAL-CITY HALL/1ST FLOOR-JUN16	
		07/05/2016	587874	WATER PURIF. UNITS RENTAL-CITY HALL/2ND FLOOR-JUN16	
		07/05/2016	587888	WATER PURIF. UNIT RENTAL-TRANSP. TRAILER-JUN16	
		07/05/2016	587886	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.-JUN16	
		07/05/2016	587885	WATER PURIF. UNIT RENTAL-LIBRARY-JUN16	
		07/05/2016	587875	WATER PURIF. UNIT RENTAL-CONFERENCE & REC. CTR.-JUN16	
		07/05/2016	587884	WATER PURIF. UNIT RENTAL-FIRE STATION #99-JUN16	
		07/05/2016	587883	WATER PURIF. UNIT RENTAL-FIRE STATION #91-JUN16	
		07/05/2016	587882	WATER PURIF. UNIT RENTAL-FIRE STATION #65-JUN16	
		07/05/2016	587880	WATER PURIF. UNIT RENTAL-FIRE STATION #48-JUN16	
		07/05/2016	587887	WATER PURIF. UNIT RENTAL-SENIOR CTR.-JUN16	
		07/05/2016	588926	WATER PURIF. UNIT RENTAL-CITY YARD NEW BLDG.-JUN16/ INSTALLED JUN 9	
		07/05/2016	587879	WATER PURIF. UNIT RENTAL-FIRE STATION #6-JUN16	
		07/05/2016	587876	WATER PURIF. UNIT RENTAL-CITY YARD-JUN16	
		07/05/2016	587877	WATER PURIF. UNIT RENTAL-EMERGENCY OP'S CTR.-JUN16	
		07/05/2016	587878	WATER PURIF. UNIT RENTAL-FIRE STATION #2-JUN16	
		07/05/2016	587881	WATER PURIF. UNIT RENTAL-FIRE STATION #58-JUN16	
Remit to: ONTARIO, CA					FYTD: \$517.06
FIRST INDUSTRIAL REALTY TRUST	18042	07/11/2016	2618241	PROPERTY LEASE RENT-JUN16 LATE FEE	\$557.55
		07/11/2016	2622230	PROPERTY LEASE RENT-JUL16	
Remit to: PASADENA, CA					FYTD: \$557.55
FITHIAN , PENNY	229077	07/18/2016	R16-099425	ANIMAL SHELTER REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FORM PRINT COMPANY FPC GRAPHICS	229112	07/25/2016	91747	ANIMAL CITATION DOOR HANGERS (10,000 SETS)	\$1,658.45
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,658.45
FRIEDMAN, BRANDI	229145	07/25/2016	1378806	TOWNGATE COMM. CNTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$200.00
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	18095	07/25/2016	7002Z183-S-16187	BACKBONE COMMUNICATION SERVICE 7/5-8/4/16	\$1,963.42
Remit to: ROCHESTER, NY					<u>FYTD:</u> \$1,963.42
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	229113	07/25/2016	082109-5/JUL16	PHONE CHARGES FOR EMPLOYEE RESOURCE CTR. 7/4-8/3/16	\$619.14
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$619.14
GENERATIONS CHURCH	229146	07/25/2016	1371835	REFUND FOR SPECIAL EVENT PERMIT 30280	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
GEO PLASTICS, INC.	228925	07/05/2016	69900	11-QUART OIL DRAINERS (500)	\$4,250.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$4,250.00
GERD, ESPINOSA	229016	07/11/2016	R16-099562	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$75.00
GONZALEZ DE LEON, ARACELI	228927	07/05/2016	JUN-2016	INSTRUCTOR SERVICES-INTRODUCTION TO SALSA CLASS	\$72.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$72.00

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GONZALEZ, LATOYA	229078	07/18/2016	R16-099095	ANIMAL SHELTER REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
GONZALEZ, RICARDO	229004	07/11/2016	7/17-7/30/16	TRAVEL PER DIEM & MILEAGE-UNIVERGE SV9500 INSTALLATION TRAINING	\$853.82
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$853.82
GOODWIN, PAT	229017	07/11/2016	R16-099490,492	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
GORM INC.	228928	07/05/2016	236975	JANITORIAL SUPPLIES-CFD#1 & CITY PARKS	\$422.50
Remit to: ONTARIO, CA					<u>FYTD:</u> \$422.50
GRAVES & KING, LLP	229114	07/25/2016	1605-0009862-01	LEGAL SERVICES-CLAIM MV1633 (R. WARREN)	\$4,365.85
		07/25/2016	1605-0009808-02	LEGAL SERVICES-CLAIM MV1622 (K. CABRERA)	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,365.85
GREENSTONE MATERIALS	228929	07/05/2016	33236	CONCRETE DUMP FEES	\$249.00
		07/05/2016	33252	CONCRETE DUMP FEES	
Remit to: SAN JUAN CAPISTRANO, CA					<u>FYTD:</u> \$249.00
GROUP DELTA CONSULTANTS, INC	17984	07/05/2016	28965R	ELSWORTH ST./SHERMAN AVE.-GEOTECH SERVICES	\$6,252.30
Remit to: IRVINE, CA					<u>FYTD:</u> \$6,252.30
GUEST SERVICES	228991	07/11/2016	CHRIS COX	MEAL TICKET-NATIONAL FIRE ACADEMY TRAINING 8/14-8/19/16 (FIRE SAFETY SPECIALIST)	\$167.32
Remit to: EMMITSBURG, MD					<u>FYTD:</u> \$167.32

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GUTIERREZ, ARTHUR R.	228992	07/11/2016	062916	SPORTS OFFICIATING SERVICES-SUMMER YOUTH BASKETBALL	\$198.00
		07/11/2016	063016	SPORTS OFFICIATING SERVICES-SUMMER YOUTH BASKETBALL	
		07/11/2016	062516	SPORTS OFFICIATING SERVICES-SUMMER YOUTH BASKETBALL	
Remit to: YUCCA VALLEY, CA					<u>FYTD:</u> \$198.00
GUZMAN, BELINDA	229018	07/11/2016	1370243	SENIOR CTR. RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
GUZMAN, EILEEN	228954	07/05/2016	MV3150602002	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$115.00
GYIMESI, SYLVIA	229019	07/11/2016	R16-099481	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: HEMET, CA					<u>FYTD:</u> \$75.00
HABITAT RESTORATION SCIENCES, INC	17985	07/05/2016	7356	DETENTION BASIN MAINT.-MAY16	\$1,874.00
Remit to: CARLSBAD, CA					<u>FYTD:</u> \$1,874.00
HAGGINS, KATRINA D	228955	07/05/2016	MV2141030021	REFUND-PARKING CITATION OVERPAYMENT	\$94.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$94.00
HAYNES, JOANNE	229079	07/18/2016	1376892	REFUND CLASS CANCELED	\$102.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$102.00
HEARN, SABRINA	229080	07/18/2016	1377475	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
HELIRE, SHAMARAH	229092	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00

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HEVERAN , DENISE	228956	07/05/2016	R16-095778	ANIMAL SHELTER REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
HILLTOP GEOTECHNICAL, INC.	17986	07/05/2016	15462A	SUNNYMEAD BLVD. MEDIAN MODIFICATION - GEOTECH SERVICES	\$15,027.50
		07/05/2016	15462	CITYWIDE PAVEMENT RESURFACING-CYCLE 2-GEOTECH SERVICES	
	18075	07/18/2016	15510	SUNNYMEAD BLVD. MEDIAN MODIFICATION - GEOTECH SERVICES	\$318.00
Remit to: SAN BERNARDINO, CA					FYTD: \$15,345.50
HINES, LAWANDA	229020	07/11/2016	1375620	REFUND FOR CAMP	\$31.00
Remit to: MORENO VALLEY, CA					FYTD: \$31.00
HITACHI DATA SYSTEMS/AVRIO RMS GROUP	17987	07/05/2016	70005416	SVRS BROCADE 300 MAINT.-ANNEX1	\$889.92
Remit to: SANTA CLARA, CA					FYTD: \$889.92
HITNER, MARA	229062	07/18/2016	310	CONCERT PERFORMANCE 7/22/16-CONFERENCE & REC. CTR.	\$1,500.00
Remit to: STUDIO CITY, CA					FYTD: \$1,500.00
HLP, INC.	18076	07/18/2016	12001	WEB LICENSE MONTHLY FEES	\$48.30
Remit to: LITTLETON, CO					FYTD: \$48.30
HONDA YAMAHA OF REDLANDS	18044	07/11/2016	79243	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$522.31
		07/11/2016	79549	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: REDLANDS, CA					FYTD: \$522.31
HOUSER, MELANIE JEAN	18097	07/25/2016	1010	TRANSCRIPTION SERVICES -PLANNING COMMISSION MEETINGS	\$68.52
Remit to: ST. PETERSBURG, FL					FYTD: \$68.52

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HUNSAKER & ASSOCIATES IRVINE, INC	228931	07/05/2016	16050369	CONSULTANT PLAN CHECK SERVICES-TR 31592	\$2,183.97
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,183.97
IBARRA , PAOLA	228958	07/05/2016	R16-098613	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
IBARRA, LUIS	228957	07/05/2016	MV2131002005	REFUND-PARKING CITATION OVERPAYMENT	\$21.00
Remit to: MODESTO, CA					<u>FYTD:</u> \$21.00
IL SORRENTO MOBILE PARK	228932	07/05/2016	2016 MAY	UTILITY USERS TAX REFUND-MAY 2016	\$38.12
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$38.12
INLAND EMPIRE BUSINESS PUBLICATIONS, LLC	18045	07/11/2016	41	1/2 PAGE ADVERTISEMENT-INLAND EMPIRE BUSINESS REVIEW	\$624.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$624.00

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INLAND EMPIRE PROPERTY SERVICE, INC	18046	07/11/2016	354	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	\$9,315.93
		07/11/2016	352	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	355	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	350	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	348	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	346	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	359	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	344	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	351	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	342	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	341	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	356	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	338	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	339	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	337	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	3271	WEED ABATEMENT OF PARCELS OWNED BY THE FORMER RDA	
		07/11/2016	349	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	345	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	353	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	340	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	358	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	343	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	357	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		07/11/2016	347	FIRE PREVENTION NUISANCE ABATEMENT SERVICE	
		18098	07/25/2016	3272	NUISANCE ABATEMENT-13965 PEPPER ST
		07/25/2016	3273	NUISANCE ABATEMENT-24214 JIMSON PLACE	

Remit to: MORENO VALLEY, CA

FYTD: \$11,915.14

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INLAND OVERHEAD DOOR COMPANY	228994	07/11/2016	40117(a)	REMOVED/REPLACED LIMIT TOGGLE SWITCH-FIRE STATION #2	\$253.25
Remit to: COLTON, CA					<u>FYTD:</u> \$253.25
IRIBE, JULIA	229093	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
JAMES, CHARLES	229147	07/25/2016	1379564	REFUND PERMIT #30435-LEADERSHIP EVENT CANCELLED	\$44.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$44.00
JAMESON, THOMAS	228959	07/05/2016	MV1151206001	REFUND-PARKING VIOLATION DISMISSED	\$407.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$407.50
JDH CONTRACTING	18099	07/25/2016 07/25/2016	070816-01 063016-01	BLOCK WALL REMOVAL & FENCE INSTALLATION-LIBRARY CORE 3 HOLES THROUGH BLOCK WALL-LIBRARY	\$20,153.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20,153.00
JIMENEZ, CLEMENT	229050	07/18/2016	MILEAGE 6/29-30	MILEAGE REIMBURSEMENT-POWER SYSTEMS SEMINAR 6/29 & 6/30/16	\$112.32
Remit to: HEMET, CA					<u>FYTD:</u> \$112.32
JIMENEZ, OLIVIA	229021	07/11/2016	1375712	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
JOHNSON MEZZCAP	18100	07/25/2016	1093	LITE OWLS & E-SERIES EQUIPMENT LEASE-JUL16	\$2,243.51
Remit to: DALLAS, TX					<u>FYTD:</u> \$2,243.51
JOHNSON, DAVID HORACE	228960	07/05/2016	MV3130222029	REFUND-PARKING CITATION OVERPAYMENT	\$288.00
Remit to: LUCERNE VALLEY, CA					<u>FYTD:</u> \$288.00

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JONES, SAM	229022	07/11/2016	1371840	REFUND DEPOSIT-PERMIT #30009-JUNETEENTH CELEBRATION EVENT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
JOVER, GRACE	229023	07/11/2016	R16-099565	ANIMAL SHELTER REFUND-RABIES & SPAY/NEUTER DEPOSITS	\$95.00
Remit to: FONTANA, CA					FYTD: \$95.00
KARBORD	228933	07/05/2016	32791	BIG CREEPER OIL CHANGE MATS (676)	\$2,998.31
Remit to: LOS ANGELES, CA					FYTD: \$2,998.31
KDM MERIDIAN, INC.	17988	07/05/2016	4272	SUNNYMEAD BLVD. MEDIAN MODIFICATION-SURVEY SERVICES	\$5,182.50
Remit to: LAKE FOREST, CA					FYTD: \$5,182.50
KIMLEY-HORN & ASSOC., INC.	18101	07/25/2016	191653000-0516	TRANSPORTATION MANAGEMENT CTR.-ENGINEERING SERVICES	\$12,223.30
Remit to: SAN DIEGO, CA					FYTD: \$12,223.30
KIRCHER, DENNIS STEVEN	228961	07/05/2016	MV3150505002	REFUND-PARKING CITATION OVERPAYMENT	\$133.00
Remit to: YUCAIPA, CA					FYTD: \$133.00
KOA CORPORATION	229116	07/25/2016	JB54042x10	RECHE VISTA REALIGNMENT-DESIGN SERVICES	\$8,024.00
Remit to: MONTEREY PARK, CA					FYTD: \$8,024.00
KRENING, ALICIA A.	229094	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: PERRIS, CA					FYTD: \$300.00
LARA, JOSEPH R.	228947	07/05/2016	7/10-7/13/16	TRAVEL PER DIEM & MILEAGE-CRESTRON PROGRAMMING COURSE	\$247.08
Remit to: RIVERSIDE, CA					FYTD: \$247.08

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LATITUDE GEOGRAPHICS	228934	07/05/2016	INV0003606	UPGRADE & MIGRATION OF GIS SITE TO HTML5	\$2,642.50
	229117	07/25/2016	INV0003844	GEOCORTEX-TECHNICAL SUPPORT HOURS	\$230.00
Remit to: VICTORIA, BC					FYTD: \$2,872.50
LAW OFFICES OF HARLAN B. KISTLER	229118	07/25/2016	CLAIM MV1506	MEDIATION SERVICE- RE: L. SPARKS	\$200.00
Remit to: RIVERSIDE, CA					FYTD: \$200.00
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV 1	228995	07/11/2016	7-11-16 EVENT	GENERAL MEETING ATTENDANCE-J. GIBA & G. PRICE	\$75.00
		07/11/2016	7/11/16 EVENT	GENERAL MEETING ATTENDANCE-L. JEMPSON	
Remit to: MIRA LOMA, CA					FYTD: \$75.00
LEDESMA , ATHENA	229081	07/18/2016	R16-098519	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					FYTD: \$75.00
LEE, MIKE	17990	07/05/2016	6/16-6/17/16	TRAVEL PER DIEM & MILEAGE-SELECT LA INVESTMENT CONFERENCE	\$62.69
Remit to: CHINO HILLS, CA					FYTD: \$62.69
LEIVAS, INC. DBA. LEIVAS LIGHTING	18047	07/11/2016	237298A	LANDSCAPE LIGHTING MAINT-MAY16	\$300.00
		07/11/2016	237299A	LANDSCAPE LIGHTING MAINT-JUN16	
Remit to: RIVERSIDE, CA					FYTD: \$300.00
LESTER, MARTHA	229148	07/25/2016	R16-100095	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$12.00
Remit to: MORENO VALLEY, CA					FYTD: \$12.00

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LEVEL 3 COMMUNICATIONS/ FORMERLY TW TELCOM	17991	07/05/2016	44694814	TELEPHONE SERVICES-LOCAL/LONG DISTANCE CALLS	\$4,667.24
		07/05/2016	44694814(a)	INTERNET & DATA SERVICES	
Remit to: BROOMFIELD, CO					FYTD: \$4,667.24
LEXISNEXIS PRACTICE MANAGEMENT	17992	07/05/2016	1605077349	LEGAL RESEARCH TOOLS-MAY16	\$1,180.00
Remit to: MIAMISBURG, OH					FYTD: \$1,180.00
LIBRARY SYSTEMS & SERVICES, LLC	17993	07/05/2016	SI-000700	OFFICE SUPPLIES	\$10,859.68
		07/05/2016	SI-000487	LIBRARY I.T. SERVICES-MAY16	
Remit to: ROCKVILLE, MD					FYTD: \$10,859.68
LOCKHART, CASEY	229149	07/25/2016	1379367	REFUND FOR WINTER YOUTH BASKETBALL LEAGUE	\$92.00
Remit to: MORENO VALLEY, CA					FYTD: \$92.00
LOMA LINDA FIREFIGHTERS ASSOCIATION	229024	07/11/2016	REGISTR. FEE	FIRE PREVENTION 3A COURSE 8/15-8/19/16 (FIRE SYSTEMS INSPECTOR)	\$450.00
Remit to: LOMA LINDA, CA					FYTD: \$450.00
LONDON, FELICIA	17994	07/05/2016	SPRING 2016	TUITION REIMBURSEMENT	\$595.00
Remit to: MORENO VALLEY, CA					FYTD: \$595.00
LOPEZ, ITZEL	228962	07/05/2016	R16-097724	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
LUCAS, RACHEL	229150	07/25/2016	1379297	REFUND-CANCELLED CLASSES	\$68.00
Remit to: MORENO VALLEY, CA					FYTD: \$68.00

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LYONS SECURITY SERVICE, INC	17995	07/05/2016	23038	SECURITY GUARD SERVICES-COTTONWOOD GOLF CTR. SPECIAL EVENTS-JUN16	\$1,011.24
		07/05/2016	22969	SECURITY GUARD SERVICES-COTTONWOOD GOLF CTR. SPECIAL EVENTS-MAY16	
	18048	07/11/2016	23048	SECURITY GUARD SERVICES-LIBRARY-JUN16	\$6,950.15
		07/11/2016	23043	SECURITY GUARD SERVICES-MVU-JUN16	
		07/11/2016	23047	SECURITY GUARD SERVICES-CITY HALL-JUN16	
	Remit to: ANAHEIM, CA				
MAGADAN, LORENA	229095	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$300.00
MARCH JOINT POWERS AUTHORITY	228935	07/05/2016	39273	GAS CHARGES-BLDG 823-MAY16	\$5.94
		07/05/2016	39276	GAS CHARGES-BLDG 938-MAY16	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5.94
MARIANO, JENNA	229151	07/25/2016	R16-099316	ANIMAL SHELTER REFUND-SPAY/NEUTER & RABIES DEPOSITS	\$95.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$95.00

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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	18049	07/11/2016	73021	LANDSCAPE EXTRA WORK-MAY16-ZONE D/IRRIGATION REPAIR-AREA 52	\$1,893.87
		07/11/2016	73016	LANDSCAPE EXTRA WORK-MAY16-ZONE D/IRRIGATION REPAIR	
		07/11/2016	73015	LANDSCAPE EXTRA WORK-MAY16-ZONE D/ENCLOSURE REPAIR-AREA 10	
		07/11/2016	73022	LANDSCAPE EXTRA WORK-MAY16-ZONE D/CLEAN FLOOD CHANNELS-ID 7	
		07/11/2016	73019	LANDSCAPE EXTRA WORK-MAY16-ZONE D/IRRIGATION REPAIR-AREA 54	
		07/11/2016	73018	LANDSCAPE EXTRA WORK-MAY16-ZONE D/IRRIGATION REPAIR-AREA 25	
		07/11/2016	73014	LANDSCAPE EXTRA WORK-MAY16-ZONE D/IRRIGATION REPAIR-AREA 49	
		07/11/2016	73020	LANDSCAPE EXTRA WORK-MAY16-ZONE D/IRRIGATION REPAIR-AREA 61	
		07/11/2016	73017	LANDSCAPE EXTRA WORK-MAY16-ZONE D/IRRIGATION REPAIR-AREA 10	

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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	18103	07/25/2016	73258	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-JUN16	\$22,155.14
		07/25/2016	73275	LANDSCAPE MAINT.-MVU FIELD OFFICE-JUN16	
		07/25/2016	73267	LANDSCAPE MAINT.-ANIMAL SHELTER-JUN16	
		07/25/2016	73266	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-JUN16	
		07/25/2016	73265	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-JUN16	
		07/25/2016	73264	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-JUN16	
		07/25/2016	73263	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-JUN16	
		07/25/2016	73269	LANDSCAPE MAINT.-CITY YARD-JUN16	
		07/25/2016	73261	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-JUN16	
		07/25/2016	73273	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-JUN16	
		07/25/2016	73260	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-JUN16	
		07/25/2016	73365	LANDSCAPE EXTRA WORK-JUN16-ZONE D/IRRIGATION REPAIR	
		07/25/2016	73366	LANDSCAPE EXTRA WORK-JUN16-ZONE D/IRRIGATION REPAIR-AREA 21	
		07/25/2016	73262	LANDSCAPE MAINT.-NORTH AQUEDUCT-JUN16	
		07/25/2016	73257	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-JUN16	
		07/25/2016	73256	LANDSCAPE MAINT.-SD LMD ZN 02-JUN 2016	
		07/25/2016	73270	LANDSCAPE MAINT.-CONFERENCE & REC. CTR.-JUN16	
		07/25/2016	73367	LANDSCAPE EXTRA WORK-JUN16-ZONE D/IRRIGATION REPAIR-AREA 52	
		07/25/2016	73274	LANDSCAPE MAINT.-SENIOR CTR.-JUN16	
		07/25/2016	73369	LANDSCAPE EXTRA WORK-JUN16-SD LMD ZN 02/IRRIGATION REPAIR-AREA 1	
		07/25/2016	73368	LANDSCAPE EXTRA WORK-JUN16-SD LMD ZN 02/IRRIGATION REPAIR-AREA 3	
		07/25/2016	73271	LANDSCAPE MAINT.-MVU SUBSTATION-JUN16	
		07/25/2016	73272	LANDSCAPE MAINT.-LIBRARY-JUN16	

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MARIPOSA HORTICULTURAL ENTERPRISES, INC.		07/25/2016	73268	LANDSCAPE MAINT.-ASES ADMIN. BLDG.-JUN16	
		07/25/2016	73259	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-JUN16	
Remit to: IRWINDALE, CA					FYTD: \$65,891.87
MASTERS, TYLER	228963	07/05/2016	R16-096685	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
	229025	07/11/2016	R16-096685	ANIMAL SHELTER REFUND-RABIES DEPOSITS	\$40.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00
MEDRANO, RENEE	229152	07/25/2016	R16-099264	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
MEEKS, DANIEL	18078	07/18/2016	050516-051216	SPORTS OFFICIATING SERVICES-SOFTBALL	\$168.00
		07/18/2016	063016	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					FYTD: \$168.00
MERCHANTS LANDSCAPE SERVICES INC	18104	07/25/2016	48000	IRRIGATION REPAIRS-SD LMD ZN 03 & 03A-JUN 2016	\$24,710.47
		07/25/2016	47919	LANDSCAPE MAINT.-SD LMD ZN 03 & 03A-JUN 2016	
		07/25/2016	47918	LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06 & 07-JUN 2016	
Remit to: MONTEREY PARK, CA					FYTD: \$51,959.52
MERITAGE HOMES OF CALIFORNIA, INC.	229026	07/11/2016	TR 31284/31284-1	REFUND-REMAINING TRUST DEPOSIT BALANCE ON BLDG. OT INSPECTIONS ACCOUNT	\$646.00
Remit to: VACAVILLE, CA					FYTD: \$646.00

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MICHAEL BAKER INTERNATIONAL, INC	18050	07/11/2016	946052	NASON ST.-SURVEY SERVICES	\$119.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$119.00
MOLINA, GEORGINA	229027	07/11/2016	1373781	PICNIC SHELTER RENTAL REFUND	\$40.60
Remit to: PERRIS, CA					<u>FYTD:</u> \$40.60
MONTGOMERY PLUMBING INC	228936	07/05/2016	062216	PLUMBING SERVICE-SENIOR CTR	\$425.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$425.00
MOORE, DOUGLAS	228964	07/05/2016	MVP76745	REFUND-PARKING VIOLATION DISMISSED	\$407.50
Remit to: OWENS CROSS ROADS, AL					<u>FYTD:</u> \$407.50
MORALES, ANNETTE	229083	07/18/2016	1377615	REFUND-JULY 4 2016 FUNFEST TICKETS	\$10.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$10.00
MORENO VALLEY CHAMBER OF COMMERCE	228996	07/11/2016	5228	WAKE-UP MEETING ATTENDANCE-6/22/16	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
MORENO VALLEY HIGH SCHOOL CLASS REUNION	229163	07/25/2016	DONATION	SPONSOR-MORENO VALLEY HIGH SCHOOL CLASS REUNION 1966	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$60.00
MORENO VALLEY MASTER CHORALE	18066	07/11/2016	06/29/2016	SPONSOR-MORENO VALLEY MASTER CHORALE PROGRAM-G. PRICE	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00

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MORENO VALLEY UTILITY	229051	07/18/2016	7013411-01/JUN16	ELECTRICITY-MVU FIELD OFFICE	\$140.22
Remit to: HEMET, CA					FYTD: \$86,021.13
MORNING OPTIMIST CLUB OF MORENO VALLEY	229005	07/11/2016	06/29/2016	SPONSORS-MORNING OPTIMIST CLUB VARSITY JACKET FUND-G. PRICE	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
MUIR, NICOLE	228965	07/05/2016	R16-096733	ANIMAL SHELTER REFUND-RABIES & SPAY/NEUTER DEPOSITS	\$95.00
Remit to: PERRIS, CA					FYTD: \$95.00
MUSICSTAR	228937	07/05/2016	JUN-2016	INSTRUCTOR SERVICES-GUITAR/PIANO FOR KIDS/ROBOTICS/VIDEO GAME DESIGN	\$2,646.00
Remit to: RIVERSIDE, CA					FYTD: \$2,646.00
NATIONWIDE COST RECOVERY SERVICES, LLC	17998	07/05/2016	MV M08-A	CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM	\$24,640.00
	18105	07/25/2016	MV M09-A	CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM	\$17,280.00
Remit to: DIAMOND BAR, CA					FYTD: \$41,920.00
NAVARRO, JESUS	228966	07/05/2016	MV2120214001	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: LOS ANGELES, CA					FYTD: \$115.00
NEIGHBORHOOD WORKS, INC.	229043	07/11/2016	06/29/2016	SPONSOR-"SUMMER NIGHTS" PROGRAM-G. PRICE	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
NODEN, JOSHUA	229044	07/11/2016	RCT#246394	REFUND-LIVESCAN FEES OVERPAYMENT	\$93.00
Remit to: CALIMESA, CA					FYTD: \$93.00

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NUNGARAY, ANTHONY	229028	07/11/2016	B1601338	REFUND BLDG. PERMIT FEES-B1601338, FP16-0190, P16-0176 & P16-0177	\$1,036.80
Remit to: RIVERSIDE, CA					FYTD: \$1,036.80
O'DELL, REBECA	229029	07/11/2016	1372651	SENIOR CTR. RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
OLIVAS, ALEXA	229096	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: PERRIS, CA					FYTD: \$300.00
ORROCK, POPKA, FORTINO & BRISLIN	17999	07/05/2016	90-042M STMT 15	LEGAL SERVICES-CLAIM MV 1506 (L. SPARKS)	\$4,090.36
		07/05/2016	90-037M STMT 36	LEGAL SERVICES-CLAIM MV 1310 (O. RODRIGUEZ)	
Remit to: REDLANDS, CA					FYTD: \$4,090.36
OUELLETE, JOSEPH	229153	07/25/2016	R16-100234	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: WOODLAND HILLS, CA					FYTD: \$75.00
OVERLAND PACIFIC & CUTLER, INC.	18000	07/05/2016	1605107	RECHE VISTA REALIGNMENT-ON CALL PROPERTY ACQUISITION SERVICES	\$1,443.75
Remit to: LONG BEACH, CA					FYTD: \$1,443.75
PACIFIC COMMUNITIES BUILDER, INC.	229030	07/11/2016	TR 29920-1>2	REFUND-REMAINING TRUST DEPOSIT BALANCE ON BLDG OT INSPECTIONS ACCOUNT	\$3,631.00
Remit to: NEWPORT BEACH, CA					FYTD: \$3,631.00

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PACIFIC TELEMAGEMENT SERVICES	18106	07/25/2016	842473	PAY PHONE SERVICES-JUL16	\$501.12
		07/25/2016	849375	PAY PHONE SERVICES-AUG16	
Remit to: SAN RAMON, CA					FYTD: \$501.12
PADILLA, ALBERT	229154	07/25/2016	R16-100115	ANIMAL SHELTER REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00
PALOMARES, ELVA	229084	07/18/2016	1377219	REFUND-MOVIES IN THE PARK VENDOR	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
PARTIDA, MARIA ELENA	229031	07/11/2016	1371362	REFUND-CPRFA SUMMER 2016 CLASS	\$51.00
Remit to: MORENO VALLEY, CA					FYTD: \$51.00
PATEL, RITA	228967	07/05/2016	161560062	REFUND-FALSE ALARM	\$125.00
Remit to: MORENO VALLEY, CA					FYTD: \$125.00
PIP PRINTING	18001	07/05/2016	56748	FY 2016-17 PROPOSED CAPITAL IMPROVEMENT PLAN-PRINTING	\$546.67
Remit to: MORENO VALLEY, CA					FYTD: \$546.67
PITASSI ARCHITECTS, INC	18002	07/05/2016	6	CITY YARD - DESIGN SERVICES	\$730.18
		07/18/2016	7	CITY YARD - DESIGN SERVICES	\$2,384.50
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$3,114.68
PLACEWORKS, INC	229119	07/25/2016	59727	LOGISTIC CTR. ENVIRONMENTAL IMPACT REPORT (EIR) PEER REVIEW-JUN16	\$387.60
Remit to: SANTA ANA, CA					FYTD: \$387.60

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POOLE, TERESA	229155	07/25/2016	1378617	CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT/CREDIT ON ACCOUNT	\$443.50
Remit to: ESCONDIDO, CA					<u>FYTD:</u> \$443.50
PROFESSIONAL COMMUNICATIONS NETWORK PCN	228938	07/05/2016	151900549	LIVE ANSWERING SERVICE-ROTATIONAL TOW VEHICLES PROGRAM	\$612.25
	229120	07/25/2016	152000375	LIVE ANSWERING SERVICE-ROTATIONAL TOW VEHICLES PROGRAM	\$618.25
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,230.50

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PRUDENTIAL OVERALL SUPPLY	18003	07/05/2016	22263101	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	\$701.40
		07/05/2016	22263104	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		07/05/2016	22256839	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		07/05/2016	22260890	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		07/05/2016	22256835	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		07/05/2016	22256829	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		07/05/2016	22256834	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		07/05/2016	22263098	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		07/05/2016	22260304	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		07/05/2016	22260303	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		07/05/2016	22263105	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		07/05/2016	22260314	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		07/05/2016	22260311	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		07/05/2016	22260310	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		07/05/2016	22263096	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	
		07/05/2016	22263103	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		07/05/2016	22260309	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		07/05/2016	22260313	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		07/05/2016	22263102	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		07/05/2016	22260305	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		07/05/2016	22263107	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		07/05/2016	22260308	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		07/05/2016	22263106	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		07/05/2016	22260312	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		07/05/2016	22263097	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		07/05/2016	22264339	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	18051	07/11/2016	22267238	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	\$151.05
		07/11/2016	22267244	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		07/11/2016	22267237	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		07/11/2016	22267245	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		07/11/2016	22267247	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		07/11/2016	22267243	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	

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PRUDENTIAL OVERALL SUPPLY	18080	07/18/2016	22239219	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	\$299.56	
		07/18/2016	22242752	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF		
		07/18/2016	22235668	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF		
		07/18/2016	22256828	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF		
		07/18/2016	22263099	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF		
		07/18/2016	22268323	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF		
		07/18/2016	22267240	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF		
		07/18/2016	22267239	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF		
		07/18/2016	22249585	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF		
		07/18/2016	22263100	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF		
	18107	18107	07/18/2016	22246259	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	\$49.46
			07/18/2016	22260306	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
			07/18/2016	22256833	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
			07/18/2016	22256832	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
			07/18/2016	22253339	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
			07/18/2016	22267235	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
			07/18/2016	22260307	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
			07/18/2016	22263095	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
			07/18/2016	22260302	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
			07/25/2016	22267236	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	
07/25/2016	22271202	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF				
07/25/2016	22271205	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF				
07/25/2016	22271206	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF				

Remit to: RIVERSIDE, CA

FYTD: \$1,201.47

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PRUITT, CHERYL	18004	07/05/2016	JUNE 2016	INSTRUCTOR SERVICES-YOUTH MODELING CLASS	\$222.00
Remit to: MORENO VALLEY, CA					FYTD: \$222.00
PSOMAS	18005	07/05/2016	118874	ALESSANDRO BLVD./ELSWORTH ST.-DESIGN SERVICES	\$1,835.00
		07/05/2016	119029	ON CALL PROPERTY ACQUISITION-LEGALS & PLATS	
	18108	07/25/2016	119795	ON CALL PROPERTY ACQUISITION - SURVEYOR SERVICES	\$1,600.00
Remit to: LOS ANGELES, CA					FYTD: \$3,435.00
PYRO SPECTACULARS, INC.	228939	07/05/2016	53726	FULL PAYMENT FOR 7/4/16 FIREWORKS SHOW	\$15,666.00
Remit to: RIALTO, CA					FYTD: \$15,666.00
QUINN AME CHURCH	229156	07/25/2016	1377523	PICNIC SHELTER RENTAL REFUND	\$128.00
Remit to: MORENO VALLEY, CA					FYTD: \$128.00
RAMOS, ROBERTO	18006	07/05/2016	JUN-2016	INSTRUCTOR SERVICES-SPANISH/KINDER KARATE/SELF DEFENSE/TAE KWON DO	\$995.40
Remit to: MORENO VALLEY, CA					FYTD: \$995.40
REGALADO, BLANCA E	18007	07/05/2016	JUN-2016	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$480.00
Remit to: MORENO VALLEY, CA					FYTD: \$480.00
RELIFORD, ANGELA	229157	07/25/2016	1377518 1377519	CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT/CREDIT ON ACCOUNT	\$960.00
Remit to: PERRIS, CA					FYTD: \$960.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	18008	07/05/2016	S551165	LINENS RENTAL-CONFERENCE & REC. CTR. SPECIAL EVENTS	\$120.65
		07/05/2016	11878698	LINENS RENTAL-CONFERENCE & REC. CTR. BALL ROOM	
Remit to: LOS ANGELES, CA					FYTD: \$120.65

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REYES, RANGEL	229158	07/25/2016	R16-100104	ANIMAL SHELTER REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$21.00
Remit to: MORENO VALLEY, CA					FYTD: \$21.00
RHA LANDSCAPE ARCHITECTS-PLANNERS	229121	07/25/2016	0616031	SHADOW MOUNTAIN PARK PLAYGROUND PROJECT-DESIGN SERVICES-JUN16	\$1,599.74
Remit to: RIVERSIDE, CA					FYTD: \$1,599.74
RICHARD HEATH AND ASSOCIATES	18052	07/11/2016	MVR_ST-1606	ENERGY EFFICIENCY AUDIT/CONSERVATION MEASURES-JUN16	\$2,660.00
		07/11/2016	MVC_ST-1606	ENERGY EFFICIENCY AUDIT/CONSERVATION MEASURES-JUN16	
Remit to: FRESNO, CA					FYTD: \$2,660.00
RICK ENGINEERING COMPANY	18009	07/05/2016	48930	PERRIS BLVD. WIDENING-SURVEY SERVICES	\$4,960.00
	18081	07/18/2016	48931	RECHE VISTA REALIGNMENT-SURVEY SERVICES	\$3,655.00
		07/18/2016	49442	PERRIS BLVD. WIDENING-SURVEY SERVICES	
		07/18/2016	49443	RECHE VISTA REALIGNMENT-SURVEY SERVICES	
	18109	07/25/2016	48941	ELSWORTH ST./SHERMAN AVE.-SURVEY SERVICES	\$3,220.00
	229122	07/25/2016	49453	ELSWORTH ST./SHERMAN AVE.-SURVEY SERVICES	\$1,210.00
Remit to: RIVERSIDE, CA					FYTD: \$13,045.00
RIGHTWAY SITE SERVICES, INC.	228940	07/05/2016	136771	PORTABLE RESTROOM RENTAL-MAINT/OP'S @ CITY YARD	\$205.04
	228998	07/11/2016	135720	PORTABLE RESTROOM RENTAL-PUBLIC SAFETY BLDG CAR WASH AREA-JUN16	\$113.90
Remit to: LAKE ELSINORE, CA					FYTD: \$318.94
RIVERA, LARA N.	229097	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: PERRIS, CA					FYTD: \$300.00

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RIVERSIDE AREA RAPE CRISIS CENTER	228941	07/05/2016	MAY 2016	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	\$2,219.73
		07/05/2016	APR 2016	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
		07/05/2016	MAR 2016	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
	229123	07/25/2016	JUNE 2016	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	\$806.06
Remit to: RIVERSIDE, CA					FYTD: \$3,025.79
RIVERSIDE COUNTY OFFICE OF EDUCATION	228968	07/05/2016	1360537	REFUND SPECIAL EVENT PERMIT DEPOSIT & WATER PERMIT FEES	\$148.00
Remit to: RIVERSIDE, CA					FYTD: \$148.00
RIVERSIDE MEDICAL CLINIC	229124	07/25/2016	06102016	PRE-EMPLOYMENT DRUG SCREENING	\$3,022.00
Remit to: RIVERSIDE, CA					FYTD: \$3,022.00
RMA GROUP	228942	07/05/2016	52070	RECHE VISTA REALIGNMENT-GEOTECH SERVICES	\$4,390.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$4,390.00
ROBINS, TOBY	228969	07/05/2016	MV1151130011	REFUND-PARKING VIOLATION DISMISSED	\$407.50
Remit to: SUN CITY, CA					FYTD: \$407.50
ROBINSON, STACI	229159	07/25/2016	R16-097295	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
RODRIGUEZ, OLGA	229160	07/25/2016	1379291	REFUND-CLASS REGISTRATION CANCELLED	\$163.00
Remit to: PERRIS, CA					FYTD: \$163.00
ROSENOW SPEVACEK GROUP (RSG, INC.)	229125	07/25/2016	I001573	AFFORDABLE MULTI-FAMILY RENTAL COMPLIANCE MONITORING SERVICES-JUN16	\$11,403.74
Remit to: SANTA ANA, CA					FYTD: \$11,403.74

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RUIZ, ERIKA	229098	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
RYLAND HOMES OF CA, INC. OR CALATLANTIC GROUP, INC.	229032	07/11/2016	TR 30321	REFUND-REMAINING TRUST DEPOSIT BALANCE ON BLDG OT INSPECTIONS ACCOUNT	\$296.94
Remit to: WESTLAKE VILLAGE, CA					FYTD: \$296.94
SAFEWAY SIGN CO.	18053	07/11/2016	6865	NEW BUSINESS WELCOME SIGNS (3)	\$647.45
Remit to: ADELANTO, CA					FYTD: \$647.45
SALAHUDDIN, MOHAMMED	229085	07/18/2016	1375923 1375924	CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT/CREDIT ON ACCOUNT	\$876.00
Remit to: MORENO VALLEY, CA					FYTD: \$876.00
SALVATION ARMY	229006	07/11/2016	06/29/2016	SPONSOR-SUMMER YOUTH PROGRAM CAMP FOR CORPS-G. PRICE	\$379.30
		07/11/2016	06-29-2016	SPONSOR-SUMMER YOUTH PROGRAM CAMP FOR CORPS-L. JEMPSON	
Remit to: MORENO VALLEY, CA					FYTD: \$379.30
SAMMAN, ERIN	229033	07/11/2016	R16-099468	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$75.00
SAN BERNARDINO COUNTY SHERIFF'S DEPT	18054	07/11/2016	15680	POLYGRAPH SERVICES (CRIMINAL)	\$275.00
Remit to: SAN BERNARDINO, CA					FYTD: \$275.00
SANDERS, NICOLE	229034	07/11/2016	R16-097212,7213	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00

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SBI BUILDERS, INC.	229035	07/11/2016	HEMLOCK APTS	REFUND-REMAINING TRUST DEPOSIT BALANCE ON BLDG OT INSPECTIONS ACCOUNT	\$2,029.96
Remit to: SAN JOSE, CA					FYTD: \$2,029.96
SCAG/SOUTHERN CALIF ASSOC OF GOVTS	229126	07/25/2016	FY 2016-17	ANNUAL DUES ASSESSMENT-FY 2016-17	\$18,481.00
Remit to: PASADENA, CA					FYTD: \$18,481.00
SCHIEFELBEIN, LORI C.	228943	07/05/2016	MAY 2016	CONSULTANT SERVICES-ROTATIONAL TOW SERVICE PROGRAM	\$701.25
	229127	07/25/2016	JUNE 2016	CONSULTANT SERVICES-ROTATIONAL TOW SERVICE PROGRAM	\$907.50
Remit to: BULLHEAD CITY, AZ					FYTD: \$1,608.75
SCOTT FAZEKAS & ASSOCIATES, INC	229128	07/25/2016	18913	PLAN CHECK SERVICES FOR BLDG. & SAFETY-MAY16	\$2,019.38
Remit to: IRVINE, CA					FYTD: \$2,019.38
SEARLE CREATIVE GROUP, LLC	18055	07/11/2016	16391	EDD BRAND/WEBSITE DEVELOPMENT-35% PROGRESS/2ND PAYMENT	\$11,637.50
Remit to: VENTURA, CA					FYTD: \$11,637.50
SECURITY LOCK & KEY	18010	07/05/2016	27770	INSTALLED LOCK-LIBRARY FRONT SLIDING DOOR	\$151.50
		07/05/2016	27768	LOCK REPAIRS-CITY HALL/FACILITIES STORAGE	
Remit to: YUCAIPA, CA					FYTD: \$151.50
SERTA MATTRESS	228999	07/11/2016	04238292-001	BEDDING FIRE STATION #58 REPLACEMENT (16)	\$6,615.60
		07/11/2016	04238289-001	BEDDING FIRE STATION #2 REPLACEMENT (14)	
Remit to: LOS ANGELES, CA					FYTD: \$6,615.60
SILVA, VALORIE R.	229099	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00

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SISLEY, JENNIFER MICHELLE	228970	07/05/2016	MV4141014004	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$115.00
SKECHERS	229037	07/11/2016	MVU 7013669-02	PBI SOLAR INCENTIVE REBATE	\$7,157.16
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$7,157.16
SOCO GROUP, INC	18056	07/11/2016	0290965-IN	FUEL-CITY VEHICLES & EQUIPMENT	\$20,428.49
		07/11/2016	0289020-IN	FUEL-CITY VEHICLES & EQUIPMENT	
		07/11/2016	0288092-IN	FUEL-CITY VEHICLES & EQUIPMENT	
		07/11/2016	0290293-IN	FUEL-CITY VEHICLES & EQUIPMENT	
		07/11/2016	0292973-IN	FUEL-CITY VEHICLES & EQUIPMENT	
		07/11/2016	0294583-IN	FUEL-CITY VEHICLES & EQUIPMENT	
		07/11/2016	0292241-IN	FUEL-CITY VEHICLES & EQUIPMENT	
		07/11/2016	0295207-IN	FUEL-CITY VEHICLES & EQUIPMENT	
Remit to: PERRIS, CA					<u>FYTD:</u> \$20,428.49
SOHN, RACHEL	229086	07/18/2016	R16-097623	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
SONG, KEVIN	228972	07/05/2016	R16-098488	ANIMAL SHELTER REFUND-RABIES & SPAY/NEUTER DEPOSITS	\$95.00
Remit to: SAN CLEMENTE, CA					<u>FYTD:</u> \$95.00
SOUTHERN CALIFORNIA EDISON 1	228944	07/05/2016	JUN-16 7/5/16	ELECTRICITY CHARGES	\$2,004.46
	229000	07/11/2016	JUN-16 7/11/16	ELECTRICITY CHARGES	\$9,377.16
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$258,471.48
SOUTHERN CALIFORNIA GAS CO.	229054	07/18/2016	JUN-2016	GAS CHARGES	\$3,595.61
	229055	07/18/2016	03944468960 6/27	GAS CHARGES-NEW CITY YARD BLDG.	\$43.97
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$3,639.58

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SOUTHERN PET SUPPLIES	18110	07/25/2016	9584	MISC. PET SUPPLIES	\$602.75
Remit to: SAN DIEGO, CA					FYTD: \$602.75
SPARKLETTS	18011	07/05/2016	10050036 060216	BOTTLED WATER SERVICE/COOLER RENTAL FOR EOC/ERF	\$87.06
		07/05/2016	7364551 062316	BOTTLED WATER SERVICE-SUNNYMEAD & RAINBOW RIDGE CHILD CARE SITES	
		07/05/2016	7364596 060216	BOTTLED WATER SERVICE-CREEKSIDE ELEMENTARY CHILD CARE SITE	
		07/05/2016	7363683 060216	BOTTLED WATER SERVICE-RED MAPLE & ARMADA ELEMENTARY CHILD CARE SITES	
		07/05/2016	7387294 060716	BOTTLED WATER SERVICE/COOLER RENTAL-COTTONWOOD GOLF COURSE STAFF	
Remit to: DALLAS, TX					FYTD: \$87.06
SPRINT	18057	07/11/2016	634235346-070	CELLULAR PHONE SERVICE-POLICE SET UNIT	\$57.82
Remit to: CAROL STREAM, IL					FYTD: \$57.82
STANDARD INSURANCE CO	18111	07/25/2016	160701	SUPPLEMENTAL INSURANCE	\$1,095.41
Remit to: PORTLAND, OR					FYTD: \$1,095.41
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	18082	07/18/2016	13647710	SECURITY SYSTEM SERVICE CALL-EOC-FIRE/INTRUSION INSPECTION/MAINT	\$753.63
		07/18/2016	13571789	SECURITY SYSTEM SERVICE CALL-SENIOR CTR./REMOUNT HORN STROBE	
		07/18/2016	13571645	SECURITY SYSTEM SERVICE CALL-SUNNYMEAD MIDDLE/BATTERY REPLACED	
Remit to: PALATINE, IL					FYTD: \$753.63
STANTON, EMILY	228973	07/05/2016	MV2160315005	REFUND-PARKING VIOLATION DISMISSED	\$57.50
Remit to: MORENO VALLEY, CA					FYTD: \$57.50

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STATE BOARD OF EQUALIZATION	229130	07/25/2016	2ND QTR 2016	ACCOUNT #31-000177-ELECTRICAL ENERGY SURCHARGE RETURN/APR-JUN 2016	\$12,723.83
Remit to: SACRAMENTO, CA					FYTD: \$12,723.83
STATE BOARD OF EQUALIZATION 1	18124	07/22/2016	2ND QTR 2016	SALES & USE TAX REPORT-4/1-6/30/16	\$1,699.00
Remit to: SACRAMENTO, CA					FYTD: \$1,699.00
STATE CONTROLLER'S OFFICE	229131	07/25/2016	TCRF ADJ-3/21/16	RETURN TRAFFIC CONGESTION RELIEF FUND PER STATE CONTROLLER'S OFFICE ORDER OF 3/21/16	\$24,681.00
Remit to: SACRAMENTO, CA					FYTD: \$244,679.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	228945	07/05/2016	157159 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-MAR16	\$672.00
	229056	07/18/2016	172964	BLOOD ALCOHOL ANALYSIS SERVICES-POLICE-JUNE 2016	\$3,315.00
		07/18/2016	173009	BLOOD ALCOHOL ANALYSIS SERVICES-POLICE-NOV15 RE-BILL	
		07/18/2016	174304	LIVE SCAN FINGERPRINTING APPS-POLICE-JUN 2016	
	229133	07/25/2016	162860 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-APR16	\$640.00
		07/25/2016	162860 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-APR16	
	229134	07/25/2016	168337 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-MAY16	\$1,788.00
		07/25/2016	168337 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-MAY16	
Remit to: SACRAMENTO, CA					FYTD: \$6,415.00
STEAMX, LLC	228978	07/05/2016	100420	HYDRO TEK HN SERIES PRESSURE STEAMER (1)	\$6,163.16
Remit to: SIGNAL HILL, CA					FYTD: \$6,163.16

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STEWART, AUDRIEL	229038	07/11/2016	1372678	REFUND-WITHDRAW FROM TBALL CLASS	\$72.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$72.00
STIDHAM, CYNTHIA	229039	07/11/2016	R16-099479	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
STK ARCHITECTURE, INC.	18113	07/25/2016	20975	WATER & SEWER PLAN REVISION-ANNEX 1	\$1,980.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$1,980.00
STRADLING, YOCCA, CARLSON & RAUTH	18012	07/05/2016	309868-0002	LEGAL SERVICES-AFFORDABLE HOUSING AGREEMENTS (DAY & ALESSANDRO)	\$5,712.12
	18114	07/25/2016	309863-0031	LEGAL SERVICES-GENERAL-MAY16	\$775.00
		07/25/2016	309873-0000	LEGAL SERVICES-SUCCESSOR AGENCY-MAY16	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$6,487.12
SUNNYMEAD VETERINARY CLINIC	229135	07/25/2016	325982	VETERINARY SERVICES-ANIMAL SHELTER	\$2,210.00
		07/25/2016	325827	VETERINARY SERVICES-ANIMAL SHELTER	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,210.00
SZYPUSZ, NICOLE M	228974	07/05/2016	MV3150122031	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: OCEANSIDE, CA					<u>FYTD:</u> \$115.00
TAYLOR, KYLE A	228975	07/05/2016	MV100923	REFUND-PARKING CITATION OVERPAYMENT	\$187.00
Remit to: HEMET, CA					<u>FYTD:</u> \$187.00
TAYLOR, MATTHEW JAMES	229057	07/18/2016	062216-062916	SPORTS OFFICIATING SERVICES-SUMMER YOUTH BASKETBALL	\$182.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$182.00

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THE ADVANTAGE GROUP/ FLEX ADVANTAGE	18115	07/25/2016	92907	FLEX & COBRA ADMIN FEES-JUN16	\$1,360.75
Remit to: TEMECULA, CA					FYTD: \$41,145.98
THE MENTOR NETWORK	229040	07/11/2016	1375731	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$200.00
THE UNIVERSITY ENTERPRISES CORPORATION AT CSUSB	229136	07/25/2016	SP0007679	CDBG REIMBURSEMENT-SMALL BUSINESS COUNSELING PROGRAM-FINAL BILLING	\$1,082.22
Remit to: SAN BERNARDINO, CA					FYTD: \$1,082.22
THERMAL COMBUSTION INNOVATORS	229137	07/25/2016	160629	HAZARDOUS MATERIAL PICK-UP SERVICES-JUN16	\$101.66
Remit to: COLTON, CA					FYTD: \$101.66
THINK TOGETHER, INC	18083	07/18/2016	8184	TRANSPORTATION SERVICES-TRIPS FROM 2/24-3/18/16	\$4,140.00
		07/18/2016	8186	TRANSPORTATION SERVICES-TRIPS FROM 4/5-5/12/16	
Remit to: SANTA ANA, CA					FYTD: \$4,140.00
THOMPSON COBURN LLP	18060	07/11/2016	3172471	LEGAL SERVICES-MVU RELIABILITY STANDARD COMPLIANCE-MAY16	\$7.38
Remit to: WASHINGTON, DC					FYTD: \$7.38
TIME FOR CHANGE FOUNDATION	229138	07/25/2016	9/JUN-2016	CDBG REIMBURSEMENT-COMMUNITY HOMELESS SOLUTIONS PROGRAM	\$237.87
Remit to: SAN BERNARDINO, CA					FYTD: \$237.87
TUKES, JOSHUA	18013	07/05/2016	JUN-2016	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASS	\$52.80
Remit to: MORENO VALLEY, CA					FYTD: \$52.80

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U.S. HEALTHWORKS MEDICAL GROUP	18015	07/05/2016	2930982-CA	PRE-EMPLOYMENT PHYSICAL EXAM/DRUG SCREENING	\$81.00
	18116	07/25/2016	2942260-CA	PRE-EMPLOYMENT PHYSICAL EXAM/DRUG SCREENING	\$55.00
Remit to: VALENCIA, CA					FYTD: \$136.00
U.S. POSTAL SERVICE	229007	07/11/2016	PERMIT 6000	BRM PERMIT FEES	\$885.00
		07/11/2016	PERMIT 6001	BRM ANNUAL MAINT.	
	229063	07/18/2016	FALL/WINTER 2016	POSTAGE DEPOSIT-PERMIT #153-MAIL RECREATION GUIDES	\$9,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$9,885.00
ULTRASERV AUTOMATED SERVICES, LLC	228946	07/05/2016	3590:038164	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$682.27
		07/05/2016	3590:038168	COFFEE SERVICE SUPPLIES-CITY YARD	
		07/05/2016	3590:038217	COFFEE SERVICE SUPPLIES-ANNEX 1	
		07/05/2016	3590:038506	COFFEE SERVICE SUPPLIES-CONFERENCE & REC. CTR.	
		07/05/2016	3590:038162	COFFEE SERVICE SUPPLIES-ANNEX 1	
		07/05/2016	3590:038219	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
	229058	07/18/2016	3590:039057	COFFEE SERVICE SUPPLIES-CITY HALL	\$724.12
		07/18/2016	3590:039059	COFFEE SERVICE SUPPLIES-CITY YARD	
		07/18/2016	3590:039061	COFFEE SERVICE SUPPLIES-ANNEX 1	
Remit to: COSTA MESA, CA					FYTD: \$1,406.39
UNDERGROUND SERVICE ALERT	18061	07/11/2016	620160457(a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN16	\$265.50
		07/11/2016	620160457(c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN16	
		07/11/2016	620160457(b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN16	
		07/11/2016	620160457(d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN16	
Remit to: CORONA, CA					FYTD: \$265.50

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016

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>
UNITED SITE SERVICES OF CA, INC.	18117	07/25/2016	114-4131520	FENCE RENTAL-ANIMAL SHELTER 6/9-7/6/16	\$106.65
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$106.65
URRUTIA, DIALENA	18016	07/05/2016	JUN-2016	INSTRUCTOR SERVICES-INTERNATIONAL LATIN DANCE CLASS	\$108.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$108.00

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016

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>
VACATE TERMITE & PEST ELIMINATION COMPANY	18118	07/25/2016	65850	RODENT CONTROL SERVICES-EQUESTRIAN CTR.	\$3,577.50
		07/25/2016	63743	RODENT CONTROL SERVICES-CELEBRATION PARK	
		07/25/2016	65571	PEST CONTROL SERVICE-SUNNYMEAD PARK	
		07/25/2016	65845	RODENT CONTROL SERVICES-SUNNYMEAD PARK	
		07/25/2016	65846	RODENT CONTROL SERVICES-MARCH FIELD/SKATE PARK	
		07/25/2016	65249	RODENT CONTROL SERVICES-COTTONWOOD GOLF CTR.	
		07/25/2016	63741	RODENT CONTROL SERVICES-MARCH FIELD/SKATE PARK	
		07/25/2016	63667	PEST CONTROL SERVICE-CELEBRATION PARK (RESTROOM)	
		07/25/2016	63668	PEST CONTROL SERVICE-MARCH FIELD/SKATE PARK	
		07/25/2016	63672	PEST CONTROL SERVICE-MORRISON PARK (SNACK BAR)	
		07/25/2016	63673	PEST CONTROL SERVICE-SUNNYMEAD PARK	
		07/25/2016	65570	PEST CONTROL SERVICE-MORRISON PARK (SNACK BAR)	
		07/25/2016	63737	RODENT CONTROL SERVICES-EQUESTRIAN CTR.	
		07/25/2016	63736	RODENT CONTROL SERVICES-EL POTRERO PARK	
		07/25/2016	63739	RODENT CONTROL SERVICES-ELECTRICAL SUBSTATION	
		07/25/2016	65852	RODENT CONTROL SERVICES-EDISON EASEMENT PARK	
		07/25/2016	63740	RODENT CONTROL SERVICES-SHADOW MOUNTAIN PARK	
		07/25/2016	65847	RODENT CONTROL SERVICES-CELEBRATION PARK	
		07/25/2016	63742	RODENT CONTROL SERVICES-SUNNYMEAD PARK	
		07/25/2016	66209	PEST CONTROL SERVICE-SUNNYMEAD PARK	
		07/25/2016	66208	PEST CONTROL SERVICE-MORRISON PARK (SNACK BAR)	
		07/25/2016	66204	PEST CONTROL SERVICE-MARCH FIELD/SKATE PARK	
		07/25/2016	66203	PEST CONTROL SERVICE-CELEBRATION PARK (RESTROOM)	
		07/25/2016	65855	RODENT CONTROL SERVICES-ELECTRICAL SUBSTATION	
		07/25/2016	63735	RODENT CONTROL SERVICES-EDISON EASEMENT PARK	
		07/25/2016	65853	RODENT CONTROL SERVICES-EL POTRERO PARK	
		07/25/2016	65848	RODENT CONTROL SERVICES-COTTONWOOD GOLF CTR.	
		07/25/2016	65246	RODENT CONTROL SERVICES-SUNNYMEAD PARK	

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
 For Period 7/1/2016 through 7/31/2016

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>
VACATE TERMITE & PEST ELIMINATION COMPANY		07/25/2016	65247	RODENT CONTROL SERVICES-MARCH FIELD/SKATE PARK	
		07/25/2016	65248	RODENT CONTROL SERVICES-CELEBRATION PARK	
		07/25/2016	63745	RODENT CONTROL SERVICES-CONFERENCE & REC. CTR.	
		07/25/2016	65566	PEST CONTROL SERVICE-MARCH FIELD/SKATE PARK	
		07/25/2016	63744	RODENT CONTROL SERVICES-COTTONWOOD GOLF CTR.	
		07/25/2016	65851	RODENT CONTROL SERVICES-SHADOW MOUNTAIN PARK	
		07/25/2016	65849	RODENT CONTROL SERVICES-MORRISON PARK	
		07/25/2016	65250	RODENT CONTROL SERVICES-MORRISON PARK	
		07/25/2016	65252	RODENT CONTROL SERVICES-SHADOW MOUNTAIN PARK	
		07/25/2016	65253	RODENT CONTROL SERVICES-EDISON EASEMENT PARK	
		07/25/2016	65254	RODENT CONTROL SERVICES-EL POTRERO PARK	
		07/25/2016	65255	RODENT CONTROL SERVICES-CONFERENCE & REC. CTR.	
		07/25/2016	65256	RODENT CONTROL SERVICES-MVU SUBSTATION	
		07/25/2016	65251	RODENT CONTROL SERVICES-EQUESTRIAN CTR.	
		07/25/2016	63738	RODENT CONTROL SERVICES-MORRISON PARK	
	07/25/2016	65565	PEST CONTROL SERVICE-CELEBRATION PARK (RESTROOM)		
	07/25/2016	65854	RODENT CONTROL SERVICES-CONFERENCE & REC. CTR.		
Remit to: MORENO VALLEY, CA					FYTD: \$3,577.50
VALLEY POWER SYSTEMS, INC.	18017	07/05/2016	M97911	GENERATOR REPAIR-ANIMAL SHELTER	\$1,143.10
		07/05/2016	M98076	GENERATOR REPAIR-FIRE STATION #2	
Remit to: SAN FRANCISCO, CA					FYTD: \$1,143.10

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



**City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016**

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>
VALLEY WIDE TOWING, LLC	229002	07/11/2016	1904	TOWING & STORAGE CHARGES-POLICE EVIDENCE HOLD	\$970.00
		07/11/2016	1772	TOWING & STORAGE CHARGES-POLICE EVIDENCE HOLD	
		07/11/2016	2128	TOWING & STORAGE CHARGES-POLICE EVIDENCE HOLD	
		07/11/2016	1769	TOWING & STORAGE CHARGES-POLICE EVIDENCE HOLD	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$970.00
VARGAS, BONNIE	229161	07/25/2016	R16-099225	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
VEGA, ANDREA P	229100	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$300.00
VELASQUEZ, MARGARITA	229162	07/25/2016	CIT# 11014	REFUND-MV CITATION-TAX LIENED IN ERROR BY FRANCHISE TAX BOARD	\$381.00
Remit to: MANTECA, CA					<u>FYTD:</u> \$381.00
VICTOR MEDICAL CO	229139	07/25/2016	4036033	ANIMAL MEDICAL SUPPLIES & VACCINES	\$1,691.28
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$1,691.28
VIEVU	18062	07/11/2016	18485	LE4 BODY WORN VIDEO CAMERA (2)	\$642.86
Remit to: SEATTLE, WA					<u>FYTD:</u> \$642.86
VILLA, ISABELLA	229041	07/11/2016	R16-097313	ANIMAL SHELTER REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
VIRGEN, ANA ISABEL	229101	07/20/2016	SUMMER 2016	STIPEND-SUMMER AT CITY HALL PROGRAM	\$300.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$300.00
VISION SERVICE PLAN	18119	07/25/2016	160701	EMPLOYEE VISION INSURANCE	\$4,031.04
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$4,031.04

Attachment: July 2016 Payment Register (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
For Period 7/1/2016 through 7/31/2016

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VOICES OF CHILDREN	229045	07/11/2016	06/29/2016	SPONSOR-FOSTER CHILDREN PROGRAM-J. GIBA	\$600.00
Remit to: RIVERSIDE, CA					FYTD: \$600.00
VOYAGER FLEET SYSTEM, INC.	18063	07/11/2016	869211615626	CNG FUEL PURCHASES	\$1,848.09
	18084	07/18/2016	869336602626-PD	FUEL CARD CHARGES-POLICE TRAFFIC MOTORS	\$1,253.10
		07/18/2016	869336602626-AS	FUEL CARD CHARGES-ANIMAL SERVICES	
Remit to: HOUSTON, TX					FYTD: \$3,101.19
VULCAN MATERIALS CO, INC.	18019	07/05/2016	71144459	ASPHALTIC MATERIALS	\$3,143.72
		07/05/2016	71143261	ASPHALTIC MATERIALS	
		07/05/2016	71155902	ASPHALTIC MATERIALS	
		07/05/2016	71148958	ASPHALTIC MATERIALS	
		07/05/2016	71146302	ASPHALTIC MATERIALS	
		07/05/2016	71148957	ASPHALTIC MATERIALS	
		07/05/2016	71153189	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$3,143.72
WERMER'S CORPORATION	229042	07/11/2016	TOWNGATE APTS	REFUND-REMAINING TRUST DEPOSIT BALANCE ON BLDG OT INSPECTIONS ACCOUNT	\$1,936.50
Remit to: SAN DIEGO, CA					FYTD: \$1,936.50
WESTERN MUNICIPAL WATER DISTRICT	229140	07/25/2016	23821-018258/JN6	WATER CHARGES-MARCH FIELD PARK COMM. CTR.-BLDG. 938	\$2,944.27
		07/25/2016	23821-018257/JN6	WATER CHARGES-MARCH FIELD PARK COMM. CTR. LANDSCAPE	
		07/25/2016	24753-018620/JN6	WATER CHARGES-MARCH AIR RESERVE BASE BALLFIELDS	
		07/25/2016	23866-018292/JN6	WATER CHARGES-SKATE PARK	
Remit to: ARTESIA, CA					FYTD: \$2,944.27

Attachment: July 2016 PaymentRegister (2161 : PAYMENT REGISTER - JULY 2016)



City of Moreno Valley
Payment Register
 For Period 7/1/2016 through 7/31/2016

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>
WILKINSON, CANDACE	228976	07/05/2016	R16-099093	ANIMAL SHELTER REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
WILKS, KEVIN OR PATSY RENE	228977	07/05/2016	MV3150211048	REFUND-PARKING CITATION OVERPAYMENT	\$125.00
Remit to: COVINA, CA					<u>FYTD:</u> \$125.00
WILLDAN FINANCIAL SERVICES	18021	07/05/2016	010-31435	GRANT SUPPORT SERVICES-HABITAT FOR HUMANITY & BOULDER RIDGE	\$9,195.00
	18064	07/11/2016	010-31434	GRANT SUPPORT SERVICES FEB 2016-MAY 2016	\$20,000.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$29,195.00
WILLIS, ROBERT H	229059	07/18/2016	063016	SPORTS OFFICIATING SERVICES-SOFTBALL	\$252.00
		07/18/2016	050116-051216	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					<u>FYTD:</u> \$252.00
WIRELESS PLUS, INC	229087	07/18/2016	BL#30936-YR2016	REFUND OF OVERPAYMENT FOR BL#30936	\$335.28
Remit to: VAN NUYS, CA					<u>FYTD:</u> \$335.28
XEROX CAPITAL SERVICES, LLC	18123	07/25/2016	085251774	COPIER LEASE-GRAPHICS-JUL16	\$902.71
		07/25/2016	085251773	COPIER LEASE/BILLABLE PRINTS-GRAPHICS-JUN16	
Remit to: PASADENA, CA					<u>FYTD:</u> \$902.71
XEROX FINANCIAL SERVICES LLC	18065	07/11/2016	565150	COLOR COPIER LEASE-ECONOMIC DEV'T. DEPT.-6/15-7/14/16	\$784.62
Remit to: DALLAS, TX					<u>FYTD:</u> \$784.62
TOTAL CHECKS UNDER \$25,000					\$913,805.90
GRAND TOTAL					\$13,699,969.33

Attachment: July 2016 Payment Register (2161 : PAYMENT REGISTER - JULY 2016)



Report to City Council

TO: Mayor and City Council

FROM: Terrie Stevens, Administrative Services Director

AGENDA DATE: October 4, 2016

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

The attached list of personnel changes scheduled since the last City Council meeting are presented for City Council ratification.

STRATEGIC PLAN

This item contributes to the fulfillment of all of the Strategic Plan priorities.

FISCAL IMPACT

All position changes are consistent with appropriations previously approved by the City Council.

PREPARATION OF STAFF REPORT

Prepared By:
Terrie Stevens
Administrative Services Director

Department Head Approval:
Terrie Stevens
Administrative Services Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Personnel Changes - 10 4 16

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/19/16 5:40 PM
City Attorney Approval	<u>✓ Approved</u>	9/20/16 12:27 PM
City Manager Approval	<u>✓ Approved</u>	9/22/16 7:39 AM

**City of Moreno Valley
Personnel Changes
October 4, 2016**

New Hires

Danny Cummings
Radio Communications Technician, City Manager's Dept./Technology Services

Promotions

Launa Jimenez
From: Management Analyst, Administrative Services/Purchasing & Facilities
To: Senior Management Analyst, Public Works/Capital Projects

Transfers

None

Separations

None



Report to City Council

TO: Mayor and City Council

FROM: Marie Macias, Interim City Clerk

AGENDA DATE: October 4, 2016

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2016/2017 AS OF 7/1/16 AND REIMBURSABLE ACTIVITIES REPORT FOR JULY 1, 2016 - AUGUST 31, 2016

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2016/2017 Council Discretionary Expenditure Reports and the Reimbursable Activities Report as of July 1, 2016.

SUMMARY

This staff report is prepared at the request of the City Council to provide transparency with respect to the expenditure of City funds from the City Council Discretionary Expenditure accounts and Reimbursable Activities. These reports are for each Council Member's year to date expenditures for the Fiscal Year 2016/2017, as of July 1, 2016. Each Council District receives an annual budget allocation of \$3,000. In addition, the Mayor receives an additional \$3,000 annually. The reports include each transaction with a clear description of the expenditure.

These new reports have been posted to the City's website. The reports are also included routinely in the City Council agenda as an additional means of distributing the report to the Council and public.

The expenditure and reimbursable activities reports for the Mayor Differential and five independent council districts list, in date order, the transactions allocated to the discretionary expenditure accounts. These reports are unaudited as of the date of this transmittal. Since the reports are reconciled to the City's general ledger, they will be considered audited and final with the completion of the independent audit for FY 2016/17 when completed by Vasquez & Company.

These reports will continue to be provided on a monthly basis, posted to the City's website, and included on the next scheduled City Council agenda. The reports will follow the same cycle, and will appear with the monthly payment register on City Council agendas in the future.

NOTIFICATION

Publication of Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Angel Migao
Executive Assistant to Mayor/City Council

Department Head Approval:
Marie Macias
Interim City Clerk

CITY COUNCIL GOALS

None

ATTACHMENTS

None

APPROVALS

PREPARATION OF STAFF REPORT

Prepared By:
Angel Migao
Executive Assistant to Mayor/City Council

Department Head Approval:
Marie Macias
Interim City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

1. August 2016 - Discretionary Accounts & Reimbursables Report

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/22/16 4:02 PM
City Attorney Approval	<u>✓ Approved</u>	9/22/16 5:21 PM
City Manager Approval	<u>✓ Approved</u>	



MAYOR DIFFERENTIAL

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620130

July 1, 2016 - August 31, 2016

Date	Amount	Description
\$	-	No expenditures to report for July or August
<hr/>		
\$	-	TOTAL Council Discretionary Expenditures for FY 16/17 (Mayor Differential)
\$	3,000.00	FY 16/17 Budget Amount
\$	3,000.00	FY 16/17 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 9/22/16



COUNCIL DISTRICT 1

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620111

July 1, 2016 - August 31, 2016

<u>Date</u>	<u>Amount</u>	<u>Description</u>
7/31/2016	\$ 14.95	Audible books membership for community book reading group
8/31/2016	\$ (44.85)	Audible books membership - 4 months credit and cancellation of services

\$ (29.90) TOTAL Council Discretionary Expenditures for FY 16/17

\$ 3,000.00 FY 16/17 Budget Amount

\$ **3,029.90** FY 16/17 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 9/22/16



COUNCIL DISTRICT 2

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620112

July 1, 2016 - August 31, 2016

Date	Amount	Description
7/1/2016	\$ 25.00	LCC Riverside County Division General Meeting 7/11/16
7/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting 7/27/16
7/31/2016	\$ 75.00	BIA Riverside County Meeting 7/30/16
8/29/2016	\$ 50.00	BIA Riverside County Dinner 9/9/16
8/31/2016	\$ 80.00	BIA Golf/Winery Tour/Dinner 9/9/16
8/31/2016	\$ (80.00)	BIA Golf/Winery Tour/Dinner - Credit/Refund(Event 7/30/16)
8/31/2016	\$ 84.70	Sam's Club - farewell refreshments for Commissioner Van Natta - 7/28/16
8/31/2016	\$ 29.17	Albertson's - farewell refreshments for Commissioner Van Natta - 7/28/16
8/31/2016	\$ 93.00	The Cupcake & Espresso Bar -farwell reception Commision Van Netta - 7/28/16
8/31/2016	\$ 47.75	MASH BASH March Field Air Museum Event - 10/8/16
	\$ 424.62	TOTAL Council Discretionary Expenditures for FY 16/17
	\$ 3,000.00	FY 16/17 Budget Amount
	\$ 2,575.38	FY 16/17 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 9/22/16



COUNCIL DISTRICT 3

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620113

July 1, 2016 - August 31, 2016

<u>Date</u>	<u>Amount</u>	<u>Description</u>
7/1/2016	\$ 25.00	LCC Riverside County Division General Meeting 7/11/16
7/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting 7/27/16
7/31/2016	\$ 241.64	Sponsor - MV Parks & Community Services - Programs/Classes Fee Sponsorship
<hr/>		
	\$ 286.64	TOTAL Council Discretionary Expenditures for FY 16/17
	\$ 3,000.00	FY 16/17 Budget Amount
	\$ 2,713.36	FY 16/17 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 9/22/16



COUNCIL DISTRICT 4

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620114

July 1, 2016 - August 31, 2016

<u>Date</u>	<u>Amount</u>	<u>Description</u>
7/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting 7/27/16

\$ 20.00 TOTAL Council Discretionary Expenditures for FY 16/17

\$ 3,000.00 FY 16/17 Budget Amount

\$ 2,980.00 FY 16/17 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 9/22/16



COUNCIL DISTRICT 5

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620115

July 1 2016 - August 31, 2016

Date	Amount	Description
7/1/2016	\$ 25.00	LCC Riverside County Division General Meeting 7/11/16
7/18/2016	\$ 60.00	Sponsor - Moreno Valley High School Class Reunion 1966
8/3/2016	\$ 216.00	Sponsorship LoveFest Event 8/13/16
8/3/2016	\$ 75.00	Honor our Heroes Veterans Cemetary Fundraiser Event 10/22/16
8/30/2016	\$ (47.75)	Reimbursement of Ticket for Council Member Jempson to MASH BASH event
8/31/2016	\$ 94.96	MASH BASH - March Air Field Museum 10/13/16
	<hr/>	
	\$ 423.21	TOTAL Council Discretionary Expenditures for FY 16/17
	\$ 3,000.00	FY 16/17 Budget Amount
	\$ 2,576.79	FY 16/17 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 9/22/16

Reports on Reimbursable Activities

July 1, 2016 - August 31, 2016

Council Member	Date	Meeting	Cost
Jeffrey J. Giba	7/1/2016	League of California Cities- Riv. County General Meeting	\$25.00
	7/31/2016	BIA - Meet the Builders	\$75.00
	7/31/2016	MVCC Wake-Up Moreno Valley	\$20.00
	8/29/2016	BIA Riverside County Meeting	\$75.00
	8/29/2016	BIA Golf/Winery Tour/Dinner	\$80.00
	8/31/2016	Credit BIA Golf/Winery Tour/Dinner	(\$80.00)
	8/31/2016	MASH BASH March Field Air Museum Event	\$47.75
Dr. Yxstian A. Gutierrez	7/31/2016	MVCC Wake-Up Moreno Valley	\$20.00
George E. Price	7/1/2016	League of California Cities Riv. County General Meeting	\$25.00
	7/31/2016	MVCC Wake-Up Moreno Valley	\$20.00
Jesse L. Molina	7/31/2016	Audible	\$14.95
	8/31/2016	Audible Cancellation of service and credit	(\$44.85)
D. LaDonna Jempson	7/1/2016	League of California Cities - Riv. County General Meeting	\$25.00
	8/3/2016	Honor Our Heroes Veterans Event	\$75.00
	8/30/2016	Reimbursement of Ticket for MASH BASH	(\$47.75)
	8/31/2016	MASH BASH - March Air Field Museum Event	\$94.96

Attachment: August 2016 - Discretionary Accounts & Reimbursables Report [Revision 1] (2165 : COUNCIL DISCRETIONARY EXPENDITURE



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: Gabriel Garcia, Parks & Community Services Director

AGENDA DATE: October 4, 2016

TITLE: RECOMMENDATION TO APPROVE SECOND AMENDMENT TO CONTRACT MOWING AND MAINTENANCE OF PARKS IN ZONE A AND COMMUNITY FACILITIES DISTRICT #1 TO LANDCARE, USA, LLC

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Amendment to Independent Contractor Agreement with Landcare, USA, LLC to provide contract mowing and maintenance of Parks in Zone A and Community Facilities District #1 in the amount of \$145,127.19 (\$121,031.04 for Zone A and \$24,096.15 for CFD #1.)
2. Approve a budget adjustment of \$2,848, as set forth in the Fiscal Impact Section.
3. Authorize the City Manager to execute any subsequent related Extensions or Amendments to the Agreement, including the authority to authorize associated Purchase Order changes in accordance with the terms of the Agreement, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

SUMMARY

This report recommends approval of the Second Amendment to Independent Contractor Agreement which recommends the second extension of the contract for an additional twelve-month period, and a two percent (2%) increase. The proposed amendment to the contract will require a total budget adjustment of \$2,846.

DISCUSSION

On June 6, 2016, Parks and Community Services Department received from Landcare, USA, LLC a request to increase its mowing and landscape contract not to exceed an increase by five percent (5%) due to substantial cost increases in their industry which included minimum wage increases, operational and insurance expenses, and labor compliance in the State of California.

Parks Division staff met with Landcare, USA, LLC to discuss the requested increase. After contract documents and RFP Number VAG 13/14/01 were reviewed, it was determined that an increase was warranted based on the terms of RFP Number VAG 13/14-01, page 32: "Any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever is agreed upon by both parties."

As such, Landcare, USA, LLC accepted staff's recommendation of a 2% increase to its contract. The annual contract will increase to \$145,127.19 (\$121,031.04 for Zone A and \$24,096.15 for CFD #1) per fiscal year. The proposed amendment to the contract will require a total budget adjustment of \$2,846.

STRATEGIC PLAN

This item addresses the Beautification, Community Engagement and Quality of Life priority of the Strategic Plan:

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

ALTERNATIVES

1. Approve the Recommended Actions and Second Amendment to Independent Contractor Agreement providing a 2% increase and a one year extension of the contract to Landcare, USA, LLC in the amount of \$145,127.19, effective July 1, 2016. Approving this Amendment will ensure uninterrupted contract mowing and maintenance services of CSD Zone A and CFD #1 parks and easements. **Staff recommends this alternative since contractor's cost increases were justified and verified.**
2. Elect not to approve the Recommended Actions and the Second Amendment to Independent Contractor Agreement for the Contract Mowing and Maintenance of Parks in Zone A and Community Facilities district to Landcare, USA, LLC. This would require publishing a new Request for Proposal which may cause a disruption in the continuity of service to the District's mowing, along with considerable cost increases for like services. Resubmitting proposals for this project will consume considerable additional time, with no guarantee of a more favorable result of the CSD. **Staff does not recommend this alternative.**

FISCAL IMPACT

Approval of this amendment will obligate the CSD to pay a total of \$145,127.19 per fiscal year for Contract Mowing and Maintenance of Parks in Zone A and Community Facilities District #1.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 16/17 Budget	Proposed Adjustments	FY 16/17 Amended Budget
Contract Services	Zone A	5011-50-57-35211-620910	Exp	\$288,000	\$2,373	\$290,373
Contract Services	CFD #1	5113-50-57-35216-620910	Exp	\$206,700	\$473	\$207,173

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Mel Alonzo
Parks Maintenance Division Manager

Department Head Approval:
Gabriel Garcia
Director, Parks & Community Services

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

1. Second Amendment to Agreement
2. Agreement
3. Insurance
4. RFP Number VAG 13 14 10

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/13/16 1:53 PM
City Attorney Approval	<u>✓ Approved</u>	9/20/16 12:31 PM
City Manager Approval	<u>✓ Approved</u>	9/22/16 8:28 AM

AMENDMENT TO AGREEMENT

This Second Amendment to Independent Contractor Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and Landcare USA, LLC (hereinafter referred to as "Contractor") and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Independent Contractor Agreement dated July 1, 2014.

Whereas, the Contractor is providing contract mowing services in the City of Moreno Valley, California.

Whereas, the parties desire to amend the contract to reflect a two percent increase in the original contract amount per RFP Number VAG 13/14-01, page 32: "Any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever is agreed upon by both parties."

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 second twelve-month extension.

Section 1 – Amendment to Agreement.

- 1.1 Exhibit A is hereby amended by adding a two percent (2%) increase in compensation set forth in Exhibit A-1, attached hereto.
- 1.2 Exhibit C of the agreement is hereby amended to reflect a total not to exceed fee of \$145,127.19 (\$142,281.56 on the original contract and an additional \$2,845.63 pursuant to this amendment).
- 1.3 The extension period shall commence on July 1, 2016 and end on June 30, 2017.

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.

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

LandCare USA, LLC

BY: _____
City Manager

BY: _____
Nicole Hill, Branch Manager

DATE: _____

DATE: _____

APPROVED AS TO LEGAL FORM:

City Attorney

Date: _____

RECOMMENDED FOR APPROVAL:

Director
Parks and Community Services

Date: _____

Attachment: Second Amendment to Agreement (2257 : SECOND AMENDMENT LANDCARE)

EXHIBIT "A-1"
SCOPE OF WORK

Contractor has requested and received a two percent (2%) increase in compensation per the terms of RFP #VAG 13/14-01, Page 32:

PRICING

Any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever is agreed upon by both parties.

Contractor's compensation shall not exceed \$145,127.19 per fiscal year. Contractor shall provide contract mowing services for locations listed below.

AREAS TO BE MAINTAINED

There may be medians, parkway panels, adjacent roadway slopes, open space lots and other areas of turf that are adjacent to any park location and/or description herein that are to be maintained as part of this scope.

1. Adrienne Mitchell Park, 22631 Bay Ave, southwest corner of Bay Avenue and Pam Am Boulevard, Moreno Valley, CA
2. Bayside Park, 24435 Bay Ave, southwest corner of Bay Avenue and Indian Avenue, Moreno Valley, CA
3. Bethune Park, 16745 Kitching Avenue, northwest corner of Kitching Avenue and Lurin Avenue, Moreno Valley, CA
4. Celebration Park, 14965 Morgan Avenue, northeast corner of Oliver Street and JFK Drive, Moreno Valley, CA
5. El Potrero Park, 16901 Lasselle Street, southwest corner of Lasselle Street and Arroyo Park Drive, Moreno Valley, CA
6. Fairway Park, 27891 JFK Drive, southeast corner of JFK Drive and Legendary Street, Moreno Valley, CA
7. Gateway Park, 23975 Manzanita Avenue, northwest corner of Heacock Street and Manzanita Avenue, Moreno Valley, CA
8. Hound Town Dog Park, 11150 Redlands Blvd. northeast corner of Redlands and Locust, Moreno Valley, CA
9. JFK Park, 15115 Indian Street, southwest corner of JFK Drive and Indian Avenue, Moreno Valley, CA
10. Lasselle Sports Park, 17025 Lasselle Street, south of Arroyo Park Drive, Moreno Valley, CA
11. March Field Park, southeast corner of 6th Street and "W" Street on the civilian portion of March Air Reserve base, Moreno Valley, CA
12. March Field Park Community Center, 15325 5th Street, on the civilian portion of March Air Reserve base, Moreno Valley, CA
13. Moreno Valley Community Park, 13380 Frederick Street, northeast corner of Frederick Street and Cottonwood Avenue, Moreno Valley, CA
14. Morrison Park, 26667 Dracaea Avenue, southeast corner of Dracaea Avenue and Morrison Street, Moreno Valley, CA
15. Parque Amistad, 26160 Gentian Avenue, northeast corner of Gentian Avenue and Caballo Road, Moreno Valley, CA

16. Patriot Park, 15310 Perris Blvd., northeast corner of Perris Blvd. and Filaree Street, Moreno Valley, CA
17. Pedrorena Park, 16009 Rancho Del Lago, southwest corner of Iris Avenue and Rancho Del Lago, Moreno Valley, CA
18. Ridge Crest Park, 28506 JFK Avenue, north side of JFK Avenue, east of Championship Drive, Moreno Valley, CA
19. Rock Ridge Park, 27119 Waterford Way, south of Eucalyptus Ave. and Summer Winds Road, Moreno Valley, CA
20. Shadow Mountain Park, 23239 Presidio Hills Drive, north side of Presidio Hills Drive, east of Casmalia Court, Moreno Valley, CA
21. Sunnymead Park, 12655 Perris Blvd, northwest corner of Fir Avenue and Perris Boulevard, Moreno Valley, CA
22. Town Gate Memorial Park, 13051 Elsworth, west side of Elsworth Avenue between Eucalyptus Avenue and Dracaea Avenue, Moreno Valley, CA
23. Town Gate II Park, 13100 Arbor Park Lake, south of Eucalyptus Avenue, Moreno Valley, CA
24. Victoriano Park, 25730 Los Cabos Drive, on Los Cabos Drive, one block north of Iris Avenue, Moreno Valley, CA
25. Vista Lomas Park, 26700 Iris Avenue, north side of Iris Avenue between Camino Flores and Firerock Lane, Moreno Valley, CA
26. Westbluff Park, 10750 Pigeon Pass Road, east side of Pigeon Pass Road, between Canyon Springs High School and Vista Heights Middle School
27. Weston Park, 13170 Lasselle Street, northeast corner of Lasselle Street and Dracaea Avenue, Moreno Valley, CA
28. Woodland Park, 25705 Cactus Avenue, southeast corner of Cactus Avenue and Rio Hondo Drive, Moreno Valley, CA

Community Services District of the
City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made 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 (hereafter "CSD"), and the following named independent contractor, hereinafter referred to as the "Contractor," based upon CSD policies and the following legal citations:

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

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

1. CONTRACTOR INFORMATION:

Contractor's Name: TruGreen Landcare, LLC
 Address: 1616 Marlborough, Building S
 City: Riverside, CA 92507
 Business Phone: 951-688-6880
 Business Fax: 951-686-1436
 Business License: City of Moreno Valley #07754
 Tax I.D. Number: 36-4313318

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The CSD's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contractor Starting Date is the date CSD signs this Agreement and the Contractor Ending Date is June 30, 2014. The Agreement shall be automatically renewed annually at the end of each fiscal year for a period not to exceed three (3) years, provided that funding appropriations and program approvals have been granted by the Board of the CSD and if no written notice of termination is received by either party. This Agreement shall be renewed on the same condition until a new Agreement is fully executed or until terminated as provided for in this Agreement. The CSD acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the

Attachment: Agreement (2257 : SECOND AMENDMENT LANDCARE)

Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CSD will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the CSD, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the CSD, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the CSD.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the CSD. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the 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. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the CSD, the City of Moreno Valley ("City"), and the Community Redevelopment Agency of the City of Moreno Valley ("RDA"), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its

control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

- G. Insurance Requirements. Where determined applicable by the CSD, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Worker’s Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the CSD, City and RDA against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on CSD/City/RDA 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 Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the CSD, it is agreed that the CSD, the City, and the RDA, 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 CSD, City, and the

Attachment: Agreement (2257 : SECOND AMENDMENT LANDCARE)

RDA, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the CSD, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the CSD unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The 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 both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- J. (a) The CSD may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the CSD. 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.
- (b) 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.
- K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The CSD will not withhold any sums from compensation payable to Contractor. Contractor is

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

- L. Restrictions on CSD Employees: The Contractor shall not employ any CSD employee or official in the work performed pursuant to this Agreement. No officer or employee of the CSD shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

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

Community Services District of the
City of Moreno Valley

By: [Signature]
Michael J. McCarty, Director
Parks and Community Services

Date: 8-14-13

TruGreen Landcare

By: [Signature]
Martin McKenna
Branch Manager

Date: 7-27-13

Approved as to Legal Form:

[Signature]
City Attorney

Date: August 13, 2013

Attachments

- Exhibit A: Scope of Services
- Exhibit B: Services to be Provided to Contractor
- Exhibit C: Terms of Payment

Attachment: Agreement (2257 : SECOND AMENDMENT LANDCARE)

**EXHIBIT A
SCOPE OF SERVICES**

General landscape clean up, tree trimming, and planting of trees and plants for locations listed below. Contractor's compensation shall not exceed \$10,000.00 per fiscal year.

Areas to be maintained:

CFD #1 Parks:

- Celebration Park
- Patriot Park
- Rancho Verde Staging Area
- Rockridge Park
- Shadow Mountain Park
- Towngate Memorial Park II
- Vista Lomas Park

Zone A City Parks:

- | | |
|---------------------------------|------------------------|
| Adrienne Mitchell Memorial Park | Parque Amistad |
| Bayside Park | Cottonwood Golf Center |
| Bethune Park | Pedrorena Park |
| El Portrero Park | Ridge Crest Park |
| Fairway Park | Sunnymead Park |
| Gateway Park | Towngate Memorial Park |
| JFK Veterans Memorial Park | Valley Skate Park |
| March Field Park | Victoriana Park |
| Moreno Valley Community Park | Westbluff Park |
| Moreno Valley Equestrian Park | Weston Park |
| Morrison Park | Woodland Park |

Contracted Areas:

- Aqueduct Bikeways
- Edison Easements
- North Aqueduct
- South Aqueduct A & B
- Sunnymead Ranch Parkway

Cottonwood Golf Course

Areas to be maintained may be amended with mutual consent of parties.

Attachment: Agreement (2257 : SECOND AMENDMENT LANDCARE)

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 B

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$10,000.00 per fiscal year.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/do-biz/biz-license.shtml>
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Parks Maintenance Department at kathys@moval.org or calls directed to (951) 413-3703.
4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or

Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/10/2016

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA		CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED LandCare USA, a California General Partnership 5295 Westview Drive Suite 100 Frederick MD 21703 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity & Liability company 38318 INSURER B: ACXIV CA INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570062439185** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	1000100016161	04/29/2016	03/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	SISIPCA08328716	04/29/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	1000001707 (All other states) 1000001706 (Florida)	04/29/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents, and volunteers in accordance with the policy provisions of the workers compensation policy.

CERTIFICATE HOLDER

CANCELLATION

City of Moreno Valley 14177 Frederick Street 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 <i>Aon Risk Services Inc of Florida</i>
---	--

Holder Identifier : AOP

Certificate No : 570062439185



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-Contributory Condition

Policy Number: 1000100016161 ✓ Effective Date: April 29, 2016 at 12:01 A.M.
Named Insured: LandCare USA, LLC dba LandCare

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. SECTION IV – CONDITIONS, condition 4. Other Insurance is amended as follows:

1. The following is added to paragraph 4.a. of the Other Insurance condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dargelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: SISIPCA08328716 **Effective Date:** 4/29/2016 at 12:01 A.M.
Named Insured: LandCare USA, LLC dba LandCare

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This policy is amended as follows:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO"

- I. SECTION II – LIABILITY COVERAGE A. Coverage, 1. Who is Insured, is amended to add:
 - d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Charles H. Dangelo, President


Nehemiah E. Ginsburg, General Counsel

POLICY NUMBER: 1000100016161

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 1000100016161

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that the insured has agreed and/or is required by written contract to name as an additional insured.	Where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:

Policy No.:

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by: _____

**MORENO VALLEY PARKS AND COMMUNITY SERVICES DEPARTMENT
PARKS DIVISION
CONTRACT DOCUMENTS**

RFP NUMBER: VAG 13/14-01

CONTRACT MOWING & MAINTENANCE OF PARKS

**ZONE A
&
CFD #1**

Responses Due 04/24/14, Before 2:00 pm

Deliver to:

**City Clerk's Office
14177 Frederick St.
Moreno Valley, CA 92552**

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

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Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

**NOTICE INVITING BIDS
RFP NUMBER: VAG 13/14-01
CONTRACT MOWING MAINTENANCE OF PARKS**

The Moreno Valley Community Services District (hereinafter referred to as CSD) is receiving sealed proposals at the Office of the City Clerk, located at 14177 Frederick Street, Moreno Valley, California 92552-0805, BEFORE 2:00 pm on 04/24/14, for the work generally described as follows: Maintenance contract for mowing turf in City Parks.

The term "contract" and "agreement" are used interchangeably and are to mean a City agreement with the awarded firm. This RFP will be incorporated in any subsequently awarded City Agreement.

NOTIFICATION OF INTENT TO PROPOSE:

All interested parties shall email Virginia Garcia @ purchasingdivision@moval.org to be placed on the bidders list.

In the email please indicate your intention to place a Proposal along with your contact information. This will ensure any addendums is divulged to all interested bidders.

MANDATORY PRE-SUBMITTAL MEETING:

A mandatory pre-submittal meeting will be held on **4/10/14 @ 9A.M.** at the City of Moreno Valley Corporate Yard Training Room, **15670 Perris Blvd.**, Moreno Valley, California, 92551. COMPANIES WISHING TO SUBMIT A PROPOSAL FOR THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. **Late arrivals will be denied entrance to this meeting.**

PROPOSAL GUARANTEE:

Each proposal shall be accompanied by a certified or cashier's check or surety bond in the amount of ten percent (10%) of the total proposal price payable to the Moreno Valley Community Services District, guaranteeing that the proposer, if his proposal is accepted, will promptly execute the Contract and secure payment of Worker's Compensation Insurance. The City Clerk will retain the proposal guarantee of all firms whose proposals are selected for consideration, until such time as the contract is executed. The proposal guarantees submitted by all other proposers will be released within thirty (30) days after the date of the Award of Contract.

OWNER'S RIGHT RESERVED:

Within such limits as may be prescribed by law, the Moreno Valley Parks and Community Services Department reserves the right to reject any and all proposals, to accept, reject, or waive minor variances and/or any informality in a proposal, or accept the proposal or proposals that best serve the interests of the Department.

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

INSTRUCTION TO BIDDER

Four (4) copies of the proposal shall be submitted for consideration BEFORE 2:00 PM on 04/24/2014. The proposal shall be submitted in two (2) separate sealed envelopes.

1. The first envelope shall contain the information requested in Proposal Schedule A; the envelope containing this information should be clearly labeled: "SCHEDULE A, RESPONSE TO RFP NUMBER: VAG 13/14-01, CONTRACT MOWING, MORENO VALLEY CSD - PARKS DIVISION."
2. The second envelope shall contain the pricing information requested on Schedule B; the envelope containing this information should be clearly labeled: "PRICING SCHEDULE B. RESPONSE TO RFP NUMBER: VAG 13/14-01, CONTRACT MOWING, MORENO VALLEY CSD - PARKS DIVISION - DO NOT OPEN WITH REGULAR MAIL."

Proposals may be mailed or delivered by messenger. However, it is the proposer's responsibility alone to ensure delivery of the proposal to the City Clerk's Office prior to the submittal deadline stipulated in the Notice Requesting Proposals. Late proposals will not be considered.

SIGNATURE OF CONTRACT PROPOSAL

Corporations

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above, if a certified copy of a resolution of the Corporate Board of Directors so authorizing them to do so accompanies the Contract Proposal.

Partnership

The names of all persons comprising the partnership or co-partnership must be stated. The Contract Proposal must be signed by all partners comprising the partnership unless proof, in the form of a certified copy of a Certificate of Partnership acknowledging the signer to be a general partner accompanies the Contract Proposal, in which case a general partner may sign.

Joint Ventures

Contract Proposals submitted as joint ventures must so state and be signed by or on behalf of each joint ventures, in compliance with the signature requirements for an individual, a partnership or a corporation, as applicable.

Individuals and/or Sole Proprietors

Contract Proposals submitted on behalf of an individual must be signed by such individual. The above rules also apply in the case of the use of a fictitious business name. In addition, where a fictitious business name is used it must be so indicated in the signature.

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

PROPOSAL GUARANTEE

Proposal Schedule B must be accompanied by cash, cashier's check, and certified check or surety bond in an amount not less than ten percent (10%) of the proposal amount. Checks shall be made payable to the Moreno Valley Community Services District (hereinafter referred to as the "CSD"). Surety bonds shall name as obligee the Moreno Valley Community Services District. Execution of the bond must be acknowledged before a Notary Public by both the Contractor and the corporate surety.

SCOPE OF WORK

- a. 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 Locations contained in Schedule B to the Contract Documents.
- b. The Contractor shall have the duty to mow, edge turf, blow off hardscapes and gutters. Additional detail is provided below under "Special Provisions."

TURF CARE - MAINTENANCE SPECIFICATIONS

- a. All turf areas shall be mowed, edged, and trimmed weekly, 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 3 of the Conditions of Work.
- 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.

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

- g. Mowing height for warm season grasses shall not exceed 1 1/2 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 Conditions of Work, Section 2c.
 - 1. Be fertilized only as directed by the Director or his/her designee.

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 per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: Bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.
- c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be continuously maintained in a "broom clean" condition.
- d. From time to time, the Director may require Contractor to perform special clean-ups on a site-specific basis. Said special clean-ups shall be considered Additional Work per Conditions of Work, Section 2, paragraphs c and d.
- 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 3 of the Conditions of Work.

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

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 (see Appendix A) as an element of Contractor's Monthly Report, as set forth in Section 4, paragraph I of the General Provisions. 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 3 of the Conditions of Work.

AREAS TO BE MAINTAINED

There may be medians, parkway panels, adjacent roadway slopes, open space lots and other areas of turf that are adjacent to any park location and/or description herein that are to be maintained as part of this scope. **Bidder is to verify at job walk.**

PARK LOCATIONS

1. Adrienne Mitchell Park, 22631 Bay Ave, southwest corner of Bay Avenue and Pam Am Blvd
2. Bayside Park, 24435 Bay Ave, southwest corner of Bay Avenue and Indian Avenue
3. Bethune Park, 16745 Kitching Avenue, northwest corner of Kitching Avenue and Lurin Avenue
4. Celebration Park, 14965 Morgan Avenue, northeast corner of Oliver Street and JFK Drive
5. El Potrero Park, 16901 Lasselle Street, southwest corner of Lasselle Street and Arroyo Park Drive
6. Fairway Park, 27891 JFK Drive, southeast corner of JFK Drive and Legendary Street
7. Gateway Park, 23975 Manzanita Avenue, northwest corner of Heacock Street and Manzanita Avenue
8. Hound Town Dog Park, 11150 Redlands Blvd. northeast corner of Redlands and Locust.
9. JFK Park, 15115 Indian Street, southwest corner of JFK Drive and Indian Avenue
10. Lasselle Sports Park, 17025 Lasselle Street, south of Arroyo Park Drive

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

11. March Field Park, southeast corner of 6th Street and "W" Street on the civilian portion of March Air Reserve base
12. March Field Park Community Center, 15325 5th Street, on the civilian portion of March Air Reserve base
13. Moreno Valley Community Park, 13380 Frederick Street, northeast corner of Frederick Street and Cottonwood Avenue
14. Morrison Park, 26667 Dracaea Avenue, southeast corner of Dracaea Avenue and Morrison Street
15. Parque Amistad, 26160 Gentian Avenue, northeast corner of Gentian Avenue and Caballo Road
16. Patriot Park, 15310 Perris Blvd., northeast corner of Perris Blvd. and Filaree Street
17. Pedrorena Park, 16009 Rancho Del Lago, southwest corner of Iris Avenue and Rancho Del Lago
18. Ridge Crest Park, 28506 JFK Avenue, north side of JFK Avenue, east of Championship Drive
19. Rock Ridge Park, 27119 Waterford Way, south of Eucalyptus Ave. and Summer Winds Road.
20. Shadow Mountain Park, 23239 Presidio Hills Drive, north side of Presidio Hills Drive, east of Casmalia Court
21. Sunnymead Park, 12655 Perris Blvd, northwest corner of Fir Avenue and Perris Blvd.
22. Town Gate Memorial Park, 13051 Elsworth, west side of Elsworth Avenue between Eucalyptus Avenue and Dracaea Avenue
23. Town Gate II Park, 13100 Arbor Park Lake, south of Eucalyptus Ave.
24. Victoriano Park, 25730 Los Cabos Drive, on Los Cabos Drive, one block north of Iris Avenue
25. Vista Lomas Park, 26700 Iris Avenue, north side of Iris Avenue between Camino Flores and Firerock Lane
26. Westbluff Park, 10750 Pigeon Pass Road, east side of Pigeon Pass Road, between Canyon Springs High School and Vista Heights Middle School
27. Weston Park, 13170 Lasselle Street, northeast corner of Lasselle Street and Dracaea Avenue
28. Woodland Park, 25705 Cactus Avenue, southeast corner of Cactus Avenue and Rio Hondo Drive

FUNCTIONS AND RESPONSIBILITIES

- a. 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.
- b. 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.
- c. 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.

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

- d. The Contractor shall be responsible for carefully reviewing the site(s) and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this 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.
- e. 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 2, paragraph g, of the Conditions of Work.
- f. 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.
- g. 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.
- h. 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 17 of the Conditions of Work, at least ten (10) working days prior to commencing work per the proposed revisions.
- i. 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 3 of the Conditions of Work.
- j. 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.
- k. 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

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

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.

- l. 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 3 of the Conditions of Work.
- m. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall, at all times, employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 4n below. 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 3 of the Conditions of Work.
- n. 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 & Community Service, Parks Supervisor, Parks Manager, Police Department, or Fire Department.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Section 2, paragraphs e and f of the Conditions of Work, unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

- o. 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 3 of the Conditions of Work.

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- p. For the purposes of the 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.
- q. Proposers are responsible to personally examine the locations of the proposed work or by other means as they may prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the proposal dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

PREVAILING WAGE

- a. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies" and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works" is made a part of the contract documents
- b. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the CSD 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 City of Moreno Valley and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate and scale as required by the Labor Code.
- c. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the CSD, not more than fifty dollars (\$50) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

PAYROLL RECORDS

- a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by the Contractor or his 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 Department, 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 Department may withhold from Contractor’s progress payments the penal sum of \$25 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

INSURANCE REQUIREMENTS

The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers’ Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

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- Insurance requirements waived with Risk Manager's approval.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

General Provisions

1. CONTRACTOR'S STAFF

- a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified supervisor in the employ of the Contractor. Work site supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the work site supervisor shall be deemed to have been delivered to the Contractor.
- b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible inconvenience to the public.
- c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the CSD or the City.

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- d. 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 parks 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 3 of the Conditions of Work.
- e. The Contractor shall establish an identification system for his personnel which clearly indicate 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.

2. 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 apprentice 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.

3. COMPLAINTS

- a. 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, the Director 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, per Section 2, paragraph g of the Conditions of Work.
- 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 as set forth in Section 23.
- c. In addition to the provisions of Section 3, paragraph a above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Agreement by Contractor, the Department may immediately upon written notice to the Contractor terminate this Agreement.

4. SAFETY

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- a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the Department, City, material men, 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 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.

- c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance and keep a log indicating date inspected and action taken. Said log shall be submitted to the Director monthly as set forth in Section 4l 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 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 within five (5) days following the occurrence.
- e. Failure to comply with this section of the General Provisions may result in deduction of payment per Section 3i of the Agreement or assessment of non-performance penalties per Section 4 of the Agreement. Repeated failure to comply with this section of the General Provisions may result in contract termination, per Section 5 of the Conditions of Work.

5. LICENSES AND PERMITS

Contractors submitting proposals shall hold a valid California State Contractor's License which shall be a Class C-27 (Landscaping). The Contractor's California State License number and Classification shall be clearly stated on the Proposer's Proposal.

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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.

STATE LICENSE:

6. 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.

7. CONTRACTOR'S LIABILITY

- a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this 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.
- b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Section 2, paragraphs c, d, and f of the Conditions of Work.

8. EXECUTION OF CONTRACT (City Agreement)

The Contract shall be signed by the successful proposer and returned, together with the required documents, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the CSD until the execution of the Contract.

Failure to execute a Contract and file acceptable documents, as required herein shall be just cause for the annulment of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages as a reasonable estimate of the damages which would be suffered by the Parks and Community Services Department, which cannot be determined with reasonable particularity at this time. Award may then be made to the next proposer determined to be fit in all respects to perform the Scope of Work, or the work may be re-advertised or may be maintained by Department employees as the Moreno Valley Parks and Community Services Department may decide.

Surety companies providing surety bonds hereunder shall be rated A- VII (or better) in the Best's Insurance Rating Guide, and shall be legally admitted to the business of a surety provider by the State of California Department of Insurance.

9. DISQUALIFICATION OF PROPOSERS AND PROPOSALS

More than one (1) proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that a proposer has a financial interest in more than one proposal for the work will be cause for rejecting all proposals in which such said proposer is interested.

Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate quotations that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the proposer has been omitted will be rejected.

10. ACCEPTANCE OR REJECTION

Within the limits prescribed by law, the right is reserved to reject any and all proposals or to accept the proposal deemed best for the Department. The Department shall be and is hereby constituted the exclusive judge as to what proposal is best for the Department, and, in ascertaining that fact, the Department will take into consideration the business integrity, references, financial resources, facilities and equipment for performing the work, and experience in similar operations of the various proposing firms.

11. SELECTION CRITERIA

It shall be understood by all interested submitters that prices submitted shall be received as quotations which will provide the City with information as to comparative submitter's costs, and that price, while always a very important factor, will be only one of the particulars considered in selecting the services to be purchased. The City reserves the right to reject any or all proposals, to accept all or any part of proposals, to select one or more of the proposals, to waive any informality in the proposal, to negotiate

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compensation and scope of services with one or more of the submitters, and to select the services which shall be deemed in the best interest of the City.

The award of a Contract shall be made based upon the following criteria, as determined solely by the CSD:

25% Company References.

20% Proposed Company Facilities, Equipment, & Staffing Schedule.

20% Proposed Project Work Schedules.

10% Communications, Traffic Safety, & Green Waste Recycling Forms.

15% Completeness/Thoroughness/Neatness of Submittal Schedules.

10% Pricing.

Proposals failing to provide sufficient information and assurances of performance to adequately assess each category of the required services and/or failing to comply with the requirements and conditions of this RFP will not be given further consideration.

Each proposal will be considered along with those of other responding firms, with respect to ability to perform effectively and efficiently those tasks outlined above. The Firm selected will enter into negotiations with the Director of Parks and Recreation and/or his/her designee. The City is not under obligation to accept any proposals, or, at its discretion, award to more than one vendor.

After reaching successful negotiations with the selected Submitter, a contract shall be prepared pursuant to the provisions of the standard procedure and submitted to the City Council for review and approval.

12. AWARD OF CONTRACT

The award, if made, will be made by the Moreno Valley City Council as expeditiously as possible after opening the proposals, but in no case will an award be made until the CSD is satisfied as to the responsibility of the firm to whom it is proposed to award the Contract. The City retains the right to reject all proposals or award to more than one proposer.

13. RETURN OF PROPOSAL GUARANTIES

After the selection process is completed, the City Clerk will return the proposal guaranties accompanying the proposals that are, in the Department's judgment, not to be considered in making the award. All other proposal guaranties will be held until the contract has been awarded, after which they will be returned to the respective firms whose proposals they accompany, with the exception of the proposer to whom the award has been made. After satisfactory security has been furnished and the Contract has been executed and approved, the successful proposer's guaranty will be returned.

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14. CONTRACT SUPERVISION

The City Agreement shall be administered by 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."

15. BONDS

Pursuant to Section 3247 of the Civil Code, the awarded Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Agreement, 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 material men for all work performed hereunder.

16. 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 Parks and Community Service Department to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the CSD, 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 Department 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.

17. PERFORMANCE

The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained.

18. ASSIGNMENT

Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the CSD.

20. TIME OF ESSENCE

Except as otherwise specifically provided, time is of the essence of each provision of this Agreement which specifies a time within which performance is to occur. In the absence of any specified time for performance, performance shall be made within a reasonable time as specified by best business practices in the industry associated with this RFP.

21. INDEPENDENT CONTRACTOR

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

22. CONTRACTORS LICENSE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

23. NOTICES

All notices, requests, demands or other communications ("notice") under an Agreement by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: [Name] _____
[Street Address] _____
[Post Office Box, if applicable] _____
[City, State, Zip Code] _____
[Name of contact person] _____
[Telephone number] _____
[Fax number] _____

With a copy to: [Attorney for Contractor, if applicable] _____
[Street Address] _____
[Post Office Box, if applicable] _____
[City, State, Zip Code] _____
[Telephone number] _____
[Fax number] _____

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

To MV P&CS: Moreno Valley Parks and Community Services Department:
Parks Maintenance Division
15670 Perris Blvd
Moreno Valley, CA 92551
Attn: Parks Maintenance Division
Telephone number: (951) 413-3702
Fax Number: (951) 413-3722

With a copy to: City Attorney's Office [if applicable]
P. O. Box 88005
Moreno Valley, CA 92552-0805
Telephone number: (951) 413-3033
Fax number: (951) 413-3034

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

BASE COMPENSATION SHEET

Zone A

SITE	APPROXIMATE TURF AREA	MONTHLY COST	ANNUAL COST
Adrienne Mitchell Park	158,229 SF		
Bayside Park	66,317 SF		
Bethune Park	113,168 SF		
El Potrero Park (East & West)	564,147 SF		
Fairway Park	205,846 SF		
Gateway Park	299,908 SF		
Hound Town Dog Park	18,000 SF		
JFK Park	240,500 SF		
*Lasselle Sports Park	288,000 SF		
March Field Park	98,305 SF		
March Field Community Center	45,068 SF		
Community Park	215,452 SF		
Morrison Park	273,549 SF		
Parque Amistad Park	162,059 SF		
Pedrorena Park	183,642 SF		
Ridge Crest Park	197,421 SF		
Sunnymead Park	353,967 SF		
Towngate Memorial Park	233,416 SF		
Victoriano Park	105,645 SF		
Westbluff Park	125,525 SF		
Weston Park	176,434 SF		
Woodland Park	285,385 SF		
TOTAL	4,409,983 SF		

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

BASE COMPENSATION SHEET

COMMUNITY FACILITIES DISTRICT #1

SITE	APPROXIMATE TURF AREA	MONTHLY COST	ANNUAL COST
Celebration Park	169,248 SF		
Patriot Park	9,720 SF		
Rock Ridge Park	78,269 SF		
Shadow Mountain Park	263,314 SF		
Towngate II Park	251,391 SF		
Vista Lomas Park	106,269 SF		
TOTAL	878,211 SF		

Zone A

Per month \$ _____

Per year \$ _____

Community Facilities District (CFD) #1

Per month \$ _____

Per year \$ _____

LUMP SUM PROPOSAL TOTAL (Both Zone A & CFD #1):

Total amount of base compensation proposal in numbers:\$ _____

Total amount of base compensation proposal in words: _____

**Note that with the mowing of this site, Lasselle Sports Park, the contractor will be using Parks Maintenance Division's Toro mower to maintain the health and condition of the turf at that site.*

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read and understand the foregoing:

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

REFERENCES

- List at least three (3) references for public agency landscape maintenance or mowing contracts - current or successfully completed within the last two (2) years. Attach responses on additional sheets with each reference on a separate sheet of paper.

REFERENCE INFORMATION FURNISHED MUST INCLUDE:

- Name & address of agency
- Name & telephone number of agency person responsible for administering contract
- Contract name(s) / number(s)
- Annual contract amount(s)
- Number of acres maintained per contract(s)
- Location(s) of contract areas – we will visit site(s)
- Length of contract(s)

THE FOLLOWING QUESTIONS WILL BE ASKED OF EACH REFERENCE SUBMITTED IN RESPONSE TO THIS QUESTIONNAIRE:

- No. of contracts/years under contract?
- Scope of contract(s)? Acreage(s)? Location(s)?
- Contract amount(s)?
- Adequate (quantity/quality) staffing?
- Training/Technical skills /Equipment Operation/Safety)?
- Ability to comprehend /speak English?
- Appearance/Uniforms/Safety Equipment?
- Additional personnel available for extra work/special projects?
- Equipment in good working order?
- Effective in-company communications system?
- Knowledge of project/contract standard?
- Ability to respond to complaints / requests in a timely fashion?
- Willingness to resolve questions / disputes / deficiencies short of “formal” sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
- Accurate & timely billing / invoicing?
- Contract(s) successfully completed to term?
- Would you accept future proposals/bids from this firm?

PROPOSED STAFFING SCHEDULE

List the employees, both labor and supervision, who will be routinely assigned to execute work tasks, specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with other contract/project **Use additional sheets as necessary to provide a full and comprehensive response.**

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

GENERAL TURF MOWING: (List labor, administrative and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

PROPOSED PROJECT WORK SCHEDULE

On the following page is a blank monthly schedule sheet. Proposers are to complete this sheet by writing in their proposed schedules for performing the work described in the project’s General Provisions, and all three subsections of the Special Provisions. Use additional sheets as necessary to provide a full and comprehensive response.

- List all park sites to be mowed and blown on a weekly or monthly basis in the box corresponding to the day of the week/month you propose to do them. List man-hours estimated to complete each task.

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WEEK No.	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
#1					
#2					
#3					
#4					
#5 <i>(where applicable)</i>					

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COMMUNICATIONS, TRAFFIC SAFETY & GREENWASTE RECYCLING

Communications:

The General Provisions require that the selected Contractor possess and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive and respond to emergency calls.

Please describe your company’s internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified 24-hour communication capability. Use additional sheets as necessary to provide a full and comprehensive response.

Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company’s general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company’s program to insure that the City receives credit for the greenwaste that will be generated from executing the project’s Scope of Work (see Appendix A of project contract documents).

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Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste you generate from your operations on the project.

If you plan to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

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CONDITIONS OF WORK1. SCOPE

The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Contract Documents and will perform all the work necessary to complete in a good, workmanlike and acceptable manner the above project in accordance with said Contract Documents, as set forth hereinabove.

2. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly per site for work performed satisfactorily under the Agreement. By the tenth of each month the Contractor shall submit to the Parks & Facilities Manager 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.

b. Should the 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.

c. During the term of the 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 3, paragraph f below ("Additional Landscape Areas").

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 & materials, or cost plus basis), as determined by the Director. Except as set forth in Section 3, paragraph e below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the CSD.

d. 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 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

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reasonable attempt to notify the Contractor, cause such action to be taken by the Department or City's work force.

- e. 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.
- f. 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 Director. For purposes of this Agreement, turf repairs must be authorized by the Director or his designee prior to the Contractor commencing any repair.
- g. 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 General or Special Provisions, 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 Director.
 - 3. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

3. 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.

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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.

4. TERM OF AGREEMENT

- a. Following approval by both parties, the Agreement will commence on July 1, 2014, and shall terminate on June 30, 2015.
- b. At the expiration of its term, the Agreement may be optionally extended for up to four additional twelve-month periods upon concurrence of both parties. Written notice of the Department's intent to invoke this subsection (5b) of the Agreement shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.
- c. In considering the option to extend the Agreement as set forth in Subsection 4b above, the Department shall determine the following:

The Contractor's performance during the preceding months has been satisfactory, and;

Any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever is agreed upon by both parties.

5. TERMINATION OF AGREEMENT

- a. The Department reserves the right to terminate this Agreement for cause if the Contractor commits a material breach of the Agreement or if the Contractor fails to strictly comply with the Specifications of this Agreement for a period of five (5) cumulative days. The Department may at its option terminate the balance of this Agreement for cause by written notice of termination to the Contractor. Unless otherwise specified therein, notice of termination for cause shall take effect when such notice is delivered to the Contractor either personally or by mail addressed as shown in Section 18. If given by mail, the notice shall be deemed to have been delivered on the fifth day after deposit of the notice into the United States mail, postage prepaid.
- b. The Department reserves the right to terminate this Agreement without cause after thirty (30) days written notice is delivered to Contractor in accordance with subsection 5a above. If such termination is effected, an equitable adjustment in the price provided in this Agreement shall be made. Such adjustment shall provide only for payment to the Contractor for services rendered prior to the effective date of termination and expenses incurred prior to delivery of the notice of termination.

6. PREVAILING PARTY

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Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

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

7. INDEMNIFICATION AGREEMENT & HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, defend and hold the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority, and the City of Moreno Valley (City), their officers, officials, employees, volunteers, and agents harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its sub-contractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the CSD, RDA, and the City, their officers, officials, employees, volunteers or agents.

8. 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 Agreement, two (2) good and sufficient surety bonds, to wit:

1. 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;
2. 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 material men for all work performed hereunder.

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SCHEDULE A

COMPANY INFORMATION
CONTRACT MOWING MAINTENANCE OF PARKS

ATTACH ADDITIONAL SHEETS AS NECESSARY
TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: _____

TYPE:

- Sole proprietor _____
- Partnership _____
- Corporation _____

2. COMPANY ADDRESS & PHONE NUMBER:

MAIN OFFICE: _____

SATELLITE OFFICE (if applicable): _____

3. CONTRACTOR LICENSE INFORMATION:

LICENSE NUMBER / CLASSIFICATION: _____

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME: _____

LICENSE EXPIRATION DATE: _____

CURRENT LICENSE STATUS: _____

PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE & HOW
RESOLVED: _____

4. COMPANY'S FEDERAL IDENTIFICATION NO.: _____

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5. NAME OF COMPANY OFFICERS TITLE OF COMPANY OFFICERS

6. NUMBER OF YEARS COMPANY HAS PROVIDED MOWING MAINTENANCE SERVICES:_____

7. NUMBER OF YEARS COMPANY HAS PROVIDED MOWING MAINTENANCE SERVICES FOR PUBLIC AGENCIES:_____

8. CURRENT MOWING MAINTENANCE OPERATIONS/EQUIPMENT
(The CSD recognizes that the information provided by answering this question is proprietary in nature and will keep this information confidential to the extent permitted by law.)

TOTAL LANDSCAPE MAINTENANCE CONTRACTS:_____

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES:_____

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS:
\$_____

PUBLIC AGENCY PERCENTAGE OF TOTAL MAINTENANCE CONTRACT VALUE:\$_____

NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

- SUPERVISORS: _____ AVERAGE SALARY RANGE:\$_____/_____*
- TECHNICIANS: _____ AVERAGE WAGE SCALE: \$_____/Hr.*
- FOREMEN: _____ AVERAGE WAGE SCALE: \$_____/Hr.*
- LABORERS: _____ AVERAGE WAGE SCALE: \$_____/Hr.*

*Use fully burdened rate (e.g., taxes, insurance, benefits, OH &P) - this is a prevailing wage project

TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTEE TO LANDSCAPE MAINTENANCE OPERATIONS:

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MOTOR VEHICLES:

- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____

POWER EQUIPMENT:

- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
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SCHEDULE B

**CONTRACT PROPOSAL
CONTRACT MOWING MAINTENANCE OF PARKS**

TO THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT,
MORENO VALLEY, CALIFORNIA;

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the CSD for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

Total base compensation amount (from base compensation sheet):

(Dollar Amount in Figures) _____

(Dollar Amount in Words) _____

Person Submitting: _____

Proposer (Company Name): _____

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PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedules A & B), 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 Parks and Community Services Department, and as a further result, the aforesaid firm may be barred from participation in future Department contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind _____ to the terms of this affirmation (See "INSTRUCTIONS TO PROPOSERS", Section C – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

DATE: _____

State License No. and Classification: _____

If a corporation, complete the following:

Incorporated under laws of the State of _____

(Corporate Seal) President _____

Secretary _____

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PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as principals, and _____, a duly authorized corporate surety: Business Address _____; Phone _____, are held and firmly bound unto the Moreno Valley Parks and Community Services Department, 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 Moreno Valley Community Services District, a bid or proposal for PROJECT NO. MOWING 13/14-01 CONTRACT MOWING MAINTENANCE OF PARKS, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said CSD, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley CSD the full sum of _____ Dollars, \$ _____), as liquidated damages for such failure and neglect.

WITNESS our hands this _____ day of _____, 20 _____

PRINCIPAL

CORPORATE SURETY

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

By _____

By _____

Attorney-in-Fact

NOTE: This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged before a notary by both Principal and Surety (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California.

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NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) _____, affiant being first duly sworn, deposes and says:

That he or she is _____ (sole owner, partner or other proper title) of _____ (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 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 proposal are true; and, further, that the proposer 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal (Public Contract Code Section 7106).

Bidder's Name: _____

Bidder's Address: _____

Telephone No.: _____

(Signature of Bidder)

(Title)

ALL SIGNATURES MUST BE NOTARIZED

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SUB CONTRACTOR LIST (IF ANY)

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City of Moreno Valley

SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley [or **Moreno Valley Housing Authority or Moreno Valley Community Services District**], California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS: CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS], hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional [INSERT TYPE OF SERVICE] contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional [INSERT TYPE OF SERVICE] contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the [INSERT TYPE OF SERVICE] as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: _____
 Address: _____
 City: _____ State: ____ Zip: _____
 Business Phone: _____ Fax No. _____
 Other Contact Number: _____
 Business License Number: _____
 Federal Tax I.D. Number: _____

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.

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D. The term of this Agreement shall be from _____ to _____ unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME(S)]**.
- F. City's Representative. The City hereby designates the City Manager, 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

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all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City,

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the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers’ Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

- General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

- Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.
- Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.
- A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

[CONTRACTOR
 ADDRESS
 ADDRESS
 Attn: [INSERT NAME]

City:

City of Moreno Valley
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552
 Attn: [INSERT TITLE & DEPARTMENT]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

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.

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

City of Moreno Valley

Insert Name of Contractor

BY: _____
Financial & Administrative Services
Director/City Manager/Mayor
(Select only one please)

BY: _____
TITLE: _____
(President or Vice President)

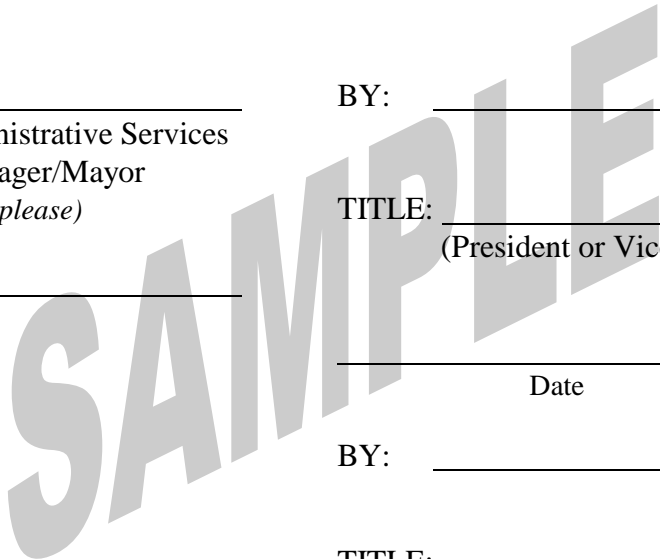
Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date



Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

APPENDIX A

MORENO VALLEY COMMUNITY SERVICES DISTRICT
PARKS & COMMUNITY SERVICES DEPARTMENT
PARKS MAINTENANCE DIVISION
SAMPLE 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, 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: _____

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

APPENDIX B

BOND NO. _____

SAMPLE MATERIALS AND LABOR BOND

PROJECT NO. MOWING 13/14-01
MOWING MAINTENANCE OF CITY PARKS
FOR THE CITY OF MORENO VALLEY

KNOW ALL MEN BY THESE PRESENTS,

THAT _____, as Principal, and

_____, as Surety, are held and firmly bound unto the City of Moreno Valley and the Moreno Valley Community Services District, County of Riverside, State of California, hereinafter designated collectively as the "City", in the just and full amount of

_____ dollars (\$) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this _____ day of _____, 20_____.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the City whereby described in **RFP NUMBER: VAG 13/14-01** and as provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the City change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

WITNESS our hands this ____ day of _____, 20____.

PRINCIPAL

SURETY

Name: _____

Name: _____

Address: _____

Address: _____

Tel No.: _____

Tel. No.: _____

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

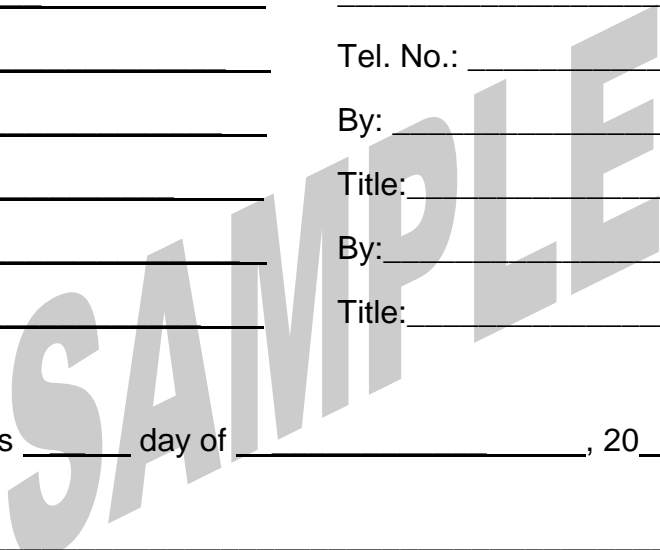
Title: _____

Title: _____

Approved as to form this ____ day of _____, 20____.

City Attorney, in the Capacity of General Legal Counsel to the City of Moreno Valley and the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)



Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

APPENDIX C

BOND NO. _____

SAMPLE FAITHFUL PERFORMANCE BOND

PROJECT NO. MOWING 13/14-01
MOWING MAINTENANCE OF CITY PARKS
FOR THE CITY OF MORENO VALLEY

WHEREAS the City of Moreno Valley and the Moreno Valley Community Services District, County of Riverside, State of California, hereinafter designated collectively as the "City" and _____ hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated _____, 20__, and identified as **RFP NUMBER: VAG 13/14-01** is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars (\$ _____) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

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

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)

RFP NUMBER: VAG 13/14-01 CONTRACT MOWING & MAINTENANCE OF PARKS

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on _____, 20_____.

PRINCIPAL

SURETY

Name: _____

Name: _____

Address: _____

Address: _____

Tel No.: _____

Tel. No.: _____

By: _____

By: _____

Title: _____

Title: _____

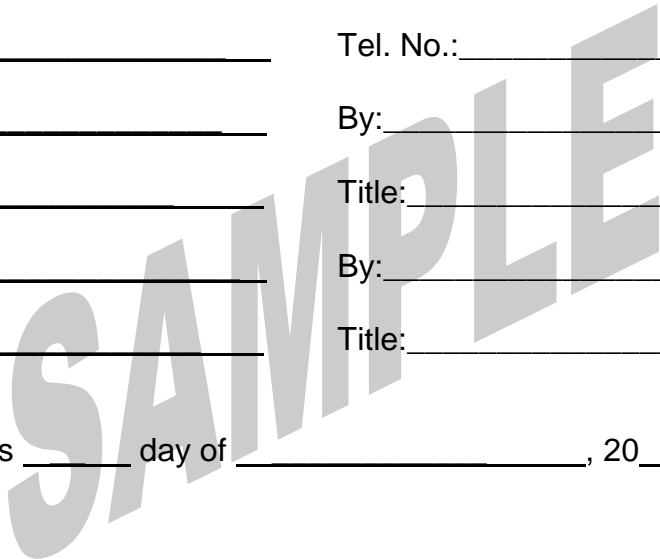
By: _____

By: _____

Title: _____

Title: _____

Approved as to form this _____ day of _____, 20_____.



City Attorney, in the Capacity of General Legal Counsel to the City of Moreno Valley and the Moreno Valley Community Services District

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

Attachment: RFP Number VAG 13 14 10 (2257 : SECOND AMENDMENT LANDCARE)



Report to City Council

TO: Mayor and City Council
 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)
 Mayor and City Council Acting in its Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority (HA)

FROM: Marie Macias, Interim City Clerk

AGENDA DATE: October 4, 2016

TITLE: BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. That the City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD), adopt Resolution No. CSD 2016-26, adopting an amended Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

SUMMARY

Government Code Section 87306.05 requires that the City review its Conflict of Interest Codes every even numbered year and determine whether the Codes need to be revised or amended. The Conflict of Interest Code for the City, the Successor Agency, Community Services District, and the Housing Authority require amendments to reflect changes in employee titles in various City departments. Adoption of the attached resolutions will approve the proposed amendments to the Conflict of Interest Codes for the aforementioned agencies.

DISCUSSION

On March 28, 2011, the Moreno Valley Housing Authority was created by the City

Council to carry out the responsibilities as specified under the Housing Authority Law. The members of the City Council are the Commissioners for the Housing Authority. The revised Conflict of Interest Code is substantially the same as the City Code heretofore adopted, except for the list of individuals subject to the Code.

On January 10, 2012, following dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

Upon reviewing the Conflict of Interest Codes for the City, the Successor Agency, and the Community Services District, staff has determined that amendments are required to accurately reflect current staffing, position titles and designated positions. The attached resolutions amend the Conflict of Interest Codes for the City, the Successor Agency, and the Community Services District. No amendment is required to the Conflict of Interest Code for the Housing Authority.

Adoption of the proposed resolutions and the amended Conflict of Interest Codes will ensure compliance with State law provisions.

The proposed revisions to the designated positions are as follows:

1. City of Moreno Valley Conflict of Interest Code:

City Attorney's Office:

City Attorney
Assistant City Attorney
~~Deputy City Attorney (delete)~~

City Clerk's Office:

City Clerk
Executive Assistant to Mayor and City Council
Management Analyst (*addition*)

City Manager's Office:

City Manager
Assistant City Manager
Public Information Intergovernmental Relations Officer
~~Management Analyst (delete)~~
~~Sustainability & Intergovernmental Program Manager (delete)~~
Technology Services Division Manager (*addition*)

Administrative Services Department:

Administrative Services Director
 Senior Human Resources Analyst
 Human Resources Analyst
 Purchasing & Facilities Division Manager
 Animal Services Division Manager

~~**Community and Economic Development Department:** (delete)
Assistant to the City Manager (delete)
Building & Neighborhood Services Division Manager (delete)~~

Community Development Department:

Community Development Director/Building Official

Building & Safety Division (addition)

Building Inspector II
Building & Safety Supervisor (addition)

Code & Neighborhood Services Division (addition)

Code Compliance Field Supervisor
 Senior Code Compliance Officer
 Code Compliance Officer II
 Senior Parking Control Officer
 Parking Control Officer

Planning Division (addition)

Planning Official
 Senior Planner
 Associate Planner
 Principal Planner
Senior Financial Analyst (delete)
 Management Analyst

Economic Development Department: (addition)

Economic Development Director (addition)
Economic Development Manager (addition)
Management Analyst (addition)

Financial & Management Services Department:

Chief Financial Officer/City Treasurer
 Financial Operations Division Manager

Treasury Operations Division Manager
~~Technology Services Division Manager (delete – moved to City Manager)~~
~~Special Districts Division Manager (delete – moved to new Special Districts Division)~~
~~Special Districts Program Manager (delete)~~
 Financial Resources Division Manager
~~Senior Management Analyst (title change)~~
 Management Assistant
~~Senior Landscape Services Inspector (delete – moved to new Special Districts Division)~~
~~Housing Program Coordinator (delete)~~

Moreno Valley Utility (addition)

Electric Utility Division Manager (addition)
 Electric Utility Program Coordinator (addition)
 Senior Electrical Engineer (addition)
~~Senior Financial Analyst (title change)~~

Fire Department:

~~Fire Safety Specialist (delete)~~
~~Fire Inspector I (delete)~~
~~Fire Inspector II (delete)~~
~~Fire Prevention Technician (delete)~~
 Office of Emergency Management & Volunteer Services Program Manager

Parks & Community Services Department:

Parks & Community Services Director
 Parks & Community Services Division Manager
 Parks Project Coordinator
 Parks Maintenance Supervisor
~~Recreation Supervisor (delete – title changed to Community Services Supervisor)~~
 Community Services Supervisor (addition)
~~Recreation Program Coordinator (delete – title changed to Community Services Coordinator)~~
~~Senior Citizens Center Coordinator (delete – title changed to Community Services Coordinator)~~
 Community Services Coordinator (addition)
 Management Analyst
 Senior Management Analyst (addition)
 Banquet Facility Representative

Public Works Department:

Public Works Director/City Engineer
~~Deputy Public Works Director/Assistant City Engineer (delete)~~
 Capital Projects Manager/Assistant City Engineer (addition)

Senior Engineer, P.E.
~~Senior Traffic Engineer (delete)~~
 Traffic Operations Supervisor
 Transportation Division Manager/City Traffic Engineer
 Associate Engineer
 Senior Engineering Technician
 Engineering Technician II
 Construction Inspector
 Maintenance & Operations Division Manager
 Street Maintenance Supervisor
 Senior Management Analyst
 Management Analyst
 Management Assistant
Electric Utility Division Manager (moved to Financial Management Services Dept.)
Electric Utility Program Coordinator (moved to Financial Management Services Dept.)
Senior Electrical Engineer (moved to Financial Management Services Dept.)
Financial Analyst (moved to Financial Management Services Dept.)

Land Development Division (addition)

Engineering Division Manager
 Senior Engineer
 Associate Engineer
 Construction Inspector
 Management Analyst
~~Storm Water Program Manager (delete - position eliminated)~~

Special Districts Division (addition)

Special Districts Division Manager (moved from Financial & Management Services)
~~*Special District Program Manager (delete – position eliminated)*~~
Senior Management Analyst (moved from Financial & Management Services)
Management Analyst (moved from Financial & Management Services)
Senior Landscape Services Inspector (moved from Financial & Management Services)

Consultant:

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City)

Oversight Board of the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (addition)

2. SUCCESSOR AGENCY CONFLICT OF INTEREST CODE:

Members of the City Council
 City Manager
 City Attorney
 Chief Financial Officer/City Treasurer
Assistant City Attorney (addition)
~~*Deputy City Attorney (delete – position eliminated)*~~
 City Clerk
~~*Economic & Community Development Director (delete - title change)*~~
Community Development Director/Building Official (addition - title change)
~~*Housing Program Coordinator (delete – position eliminated)*~~

Consultant:

(Person or entity under contract to the City as Successor Agency who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

3. COMMUNITY SERVICES DISTRICT CONFLICT OF INTEREST CODE:

Members of the City Council, ex officio, as Directors of the District

General Manager
 District Legal Counsel
 Chief Financial Officer/City Treasurer
 Assistant District Legal Counsel
~~*Deputy District Legal Counsel (delete – position eliminated)*~~
 City Clerk
 Public Works Director/*City Engineer (title change)*
~~*Deputy Public Works Director/Assistant City Engineer (delete – title change)*~~
Capital Projects Manager/Assistant City Engineer (addition – title change)
 Parks and Community Services Director
 Parks & Community Services Division Manager
 Special Districts Division Manager
~~*Special Districts Program Manager (delete – position eliminated)*~~
~~*Senior Landscape Services Inspector (delete – title change)*~~
Landscape Services Supervisor (new title)
 Management Analyst (Special Districts)
 Senior Management Analyst (Special Districts)

Consultant:

(Person or entity under contract to the Community Services District who provides information, advice, recommendations or counsel to the District or who is subject to control or direction of the District)

4. HOUSING AUTHORITY CONFLICT OF INTEREST CODE:

There is no amendment required.

ALTERNATIVES

There are no alternatives. This review is mandated by the California Government Code.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Marie Macias, MMC
Interim City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Resolution No. CSD 2016-26

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/22/16 6:31 PM
City Attorney Approval	<u>✓ Approved</u>	9/22/16 6:31 PM
City Manager Approval	<u>✓ Approved</u>	9/22/16 6:31 PM

RESOLUTION NO. CSD 2016-26

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board"), has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. All prior enactments of the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board") in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.

2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the District.

3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model

Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interests (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interests with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction (Gov. Code §81008). The City Clerk shall retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interests filed by members of the City Council, the City Manager, the City Attorney, the City Treasurer, and members of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 4th day of October, 2016.

President

ATTEST:

Interim Secretary

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution No. CSD 2016-26 (2302 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Marie Macias, MMC, Interim Secretary of the Community Services District of the City of Moreno Valley, California, do hereby certify that Resolution CSD No. 2016-26 was duly and regularly adopted by the Board of Directors of the Community Services District of the City of Moreno Valley at a regular meeting thereof held on the 4th day of October, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board Members, Vice President and President)

INTERIM SECRETARY

(SEAL)

Attachment: Resolution No. CSD 2016-26 (2302 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX A

DESIGNATED OFFICERS AND EMPLOYEES

DISCLOSURE CATEGORY

Members of the City Council, ex officio, as Directors of the District	2
General Manager	2
District Legal Counsel	2
Chief Financial Officer/City Treasurer	2
Assistant District Legal Counsel	1
City Clerk	1
Public Works Director/City Engineer	1
Capital Projects Manager/Assistant City Engineer	1
Parks and Community Services Director	1
Parks & Community Services Division Manager	1
Special Districts Division Manager	1
Landscape Services Supervisor	1
Management Analyst (Special Districts)	1
Senior Management Analyst (Special Districts)	1

Consultant:

(Person or entity under contract to the Community Services District who provides information, advice, recommendations or counsel to the District or who is subject to control or direction of the District)	1
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Attachment: Resolution No. CSD 2016-26 (2302 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.



Report to City Council

TO: Mayor and City Council
 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)
 Mayor and City Council Acting in its Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority (HA)

FROM: Marie Macias, Interim City Clerk

AGENDA DATE: October 4, 2016

TITLE: BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. Receive and file the 2016 Local Agency Biennial Notice confirming that no amendment is required to the Conflict of Interest Code for the Moreno Valley Housing Authority.

SUMMARY

Government Code Section 87306.05 requires that the City review its Conflict of Interest Codes every even numbered year and determine whether the Codes need to be revised or amended. The Conflict of Interest Code for the City, the Successor Agency, Community Services District, and the Housing Authority require amendments to reflect changes in employee titles in various City departments. Adoption of the attached resolutions will approve the proposed amendments to the Conflict of Interest Codes for the aforementioned agencies.

DISCUSSION

On March 28, 2011, the Moreno Valley Housing Authority was created by the City Council to carry out the responsibilities as specified under the Housing Authority Law. The members of the City Council are the Commissioners for the Housing Authority. The

revised Conflict of Interest Code is substantially the same as the City Code heretofore adopted, except for the list of individuals subject to the Code.

On January 10, 2012, following dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

Upon reviewing the Conflict of Interest Codes for the City, the Successor Agency, and the Community Services District, staff has determined that amendments are required to accurately reflect current staffing, position titles and designated positions. The attached resolutions amend the Conflict of Interest Codes for the City, the Successor Agency, and the Community Services District. No amendment is required to the Conflict of Interest Code for the Housing Authority.

Adoption of the proposed resolutions and the amended Conflict of Interest Codes will ensure compliance with State law provisions.

The proposed revisions to the designated positions are as follows:

1. City of Moreno Valley Conflict of Interest Code:

City Attorney's Office:

City Attorney
 Assistant City Attorney
~~Deputy City Attorney (delete)~~

City Clerk's Office:

City Clerk
 Executive Assistant to Mayor and City Council
 Management Analyst (*addition*)

City Manager's Office:

City Manager
 Assistant City Manager
 Public Information Intergovernmental Relations Officer
~~Management Analyst (delete)~~
~~Sustainability & Intergovernmental Program Manager (delete)~~
 Technology Services Division Manager (*addition*)

Administrative Services Department:

Administrative Services Director

Senior Human Resources Analyst
 Human Resources Analyst
 Purchasing & Facilities Division Manager
 Animal Services Division Manager

~~Community and Economic Development Department:~~ (delete)

~~Assistant to the City Manager (delete)~~

~~Building & Neighborhood Services Division Manager (delete)~~

Community Development Department:

Community Development Director/Building Official

Building & Safety Division (addition)

Building Inspector II

Building & Safety Supervisor (addition)

Code & Neighborhood Services Division (addition)

Code Compliance Field Supervisor

Senior Code Compliance Officer

Code Compliance Officer II

Senior Parking Control Officer

Parking Control Officer

Planning Division (addition)

Planning Official

Senior Planner

Associate Planner

Principal Planner

~~Senior Financial Analyst (delete)~~

Management Analyst

Economic Development Department: (addition)

Economic Development Director (addition)

Economic Development Manager (addition)

Management Analyst (addition)

Financial & Management Services Department:

Chief Financial Officer/City Treasurer

Financial Operations Division Manager

Treasury Operations Division Manager

~~Technology Services Division Manager (delete – moved to City Manager)~~

~~Special Districts Division Manager (delete – moved to new Special Districts Division)~~
~~Special Districts Program Manager (delete)~~
 Financial Resources Division Manager
~~Senior Management Analyst (title change)~~
 Management Assistant
~~Senior Landscape Services Inspector (delete – moved to new Special Districts Division)~~
~~Housing Program Coordinator (delete)~~

Moreno Valley Utility (addition)

~~Electric Utility Division Manager (addition)~~
~~Electric Utility Program Coordinator (addition)~~
~~Senior Electrical Engineer (addition)~~
~~Senior Financial Analyst (title change)~~

Fire Department:

~~Fire Safety Specialist (delete)~~
~~Fire Inspector-I (delete)~~
~~Fire Inspector-II (delete)~~
~~Fire Prevention Technician (delete)~~
 Office of Emergency Management & Volunteer Services Program Manager

Parks & Community Services Department:

Parks & Community Services Director
 Parks & Community Services Division Manager
 Parks Project Coordinator
 Parks Maintenance Supervisor
~~Recreation Supervisor (delete – title changed to Community Services Supervisor)~~
 Community Services Supervisor (addition)
~~Recreation Program Coordinator (delete – title changed to Community Services Coordinator)~~
~~Senior Citizens Center Coordinator (delete – title changed to Community Services Coordinator)~~
 Community Services Coordinator (addition)
 Management Analyst
 Senior Management Analyst (addition)
 Banquet Facility Representative

Public Works Department:

Public Works Director/City Engineer
~~Deputy Public Works Director/Assistant City Engineer (delete)~~
 Capital Projects Manager/Assistant City Engineer (addition)
 Senior Engineer, P.E.
~~Senior Traffic Engineer (delete)~~

Traffic Operations Supervisor
 Transportation Division Manager/City Traffic Engineer
 Associate Engineer
 Senior Engineering Technician
 Engineering Technician II
 Construction Inspector
 Maintenance & Operations Division Manager
 Street Maintenance Supervisor
 Senior Management Analyst
 Management Analyst
 Management Assistant
Electric Utility Division Manager (moved to Financial Management Services Dept.)
Electric Utility Program Coordinator (moved to Financial Management Services Dept.)
Senior Electrical Engineer (moved to Financial Management Services Dept.)
Financial Analyst (moved to Financial Management Services Dept.)

Land Development Division (addition)

Engineering Division Manager
 Senior Engineer
 Associate Engineer
 Construction Inspector
 Management Analyst
~~*Storm Water Program Manager (delete - position eliminated)*~~

Special Districts Division (addition)

Special Districts Division Manager (moved from Financial & Management Services)
~~*Special District Program Manager (delete – position eliminated)*~~
Senior Management Analyst (moved from Financial & Management Services)
Management Analyst (moved from Financial & Management Services)
Senior Landscape Services Inspector (moved from Financial & Management Services)

Consultant:

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City)

Oversight Board of the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (addition)

2. SUCCESSOR AGENCY CONFLICT OF INTEREST CODE:

Members of the City Council
 City Manager

City Attorney
 Chief Financial Officer/City Treasurer
Assistant City Attorney (addition)
~~*Deputy City Attorney (delete – position eliminated)*~~
 City Clerk
~~*Economic & Community Development Director (delete - title change)*~~
Community Development Director/Building Official (addition - title change)
~~*Housing Program Coordinator (delete – position eliminated)*~~

Consultant:

(Person or entity under contract to the City as Successor Agency who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

3. COMMUNITY SERVICES DISTRICT CONFLICT OF INTEREST CODE:

Members of the City Council, ex officio, as Directors of the District

General Manager
 District Legal Counsel
 Chief Financial Officer/City Treasurer
 Assistant District Legal Counsel
~~*Deputy District Legal Counsel (delete – position eliminated)*~~
 City Clerk
 Public Works Director/*City Engineer (title change)*
~~*Deputy Public Works Director/Assistant City Engineer (delete – title change)*~~
Capital Projects Manager/Assistant City Engineer (addition – title change)
 Parks and Community Services Director
 Parks & Community Services Division Manager
 Special Districts Division Manager
~~*Special Districts Program Manager (delete – position eliminated)*~~
~~*Senior Landscape Services Inspector (delete – title change)*~~
Landscape Services Supervisor (new title)
 Management Analyst (Special Districts)
 Senior Management Analyst (Special Districts)

Consultant:

(Person or entity under contract to the Community Services District who provides information, advice, recommendations or counsel to the District or who is subject to control or direction of the District)

4. HOUSING AUTHORITY CONFLICT OF INTEREST CODE:

There is no amendment required.

ALTERNATIVES

There are no alternatives. This review is mandated by the California Government Code.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Marie Macias, MMC
Interim City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/22/16 6:09 PM
City Attorney Approval	<u>✓ Approved</u>	9/22/16 6:09 PM
City Manager Approval	<u>✓ Approved</u>	9/22/16 6:10 PM



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: October 4, 2016

TITLE: AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO HOT LINE CONSTRUCTION, INC. FOR THE CHANNEL 12KV CIRCUIT #1 IMPROVEMENTS FROM THE KITCHING SUBSTATION TO THE LASSELLE SPORTS PARK, PROJECT NO. 805 0037

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Award the construction contract to Hot Line Construction, Inc., 9020 Brentwood Boulevard, Brentwood, CA 94513, the lowest responsible bidder, for the Kitching Substation Channel 12kV Circuit #1 Project.
2. Authorize the City Manager to execute a contract with Hot Line Construction, Inc.
3. Authorize the issuance of a Purchase Order to Hot Line Construction, Inc., for the amount of \$1,040,000 (\$945,100 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the contract with Hot Line Construction, Inc. up to, but not exceeding, the 10% contingency amount of \$94,900, subject to the approval of the City Attorney.
5. Appropriate \$628,000 from the Moreno Valley Utility Fund (Account No. 6011 30 80 80005 720199) to cover the cost of items and administrative costs.

SUMMARY

This report recommends approval of a contract with Hot Line Construction, Inc. to construct Circuit #1 of the Kitching Substation project. Circuit #1 improvements consist

of electrical conduit and cable from the Kitching Substation to an existing interconnect site located at the Lasselle Sports Park. This improvement will allow the transfer of electrical load from the Moreno Valley Substation to the Kitching Substation. The construction involves boring under a channel, crossing over California Aqueduct water lines, and conduit attachment to a pedestrian bridge over another channel. Encroachment Permit Applications for Riverside County Flood Control and Water Conservation District and the Department of Water Resources have been submitted. The project is funded with Moreno Valley Utility’s fund balance and has been approved in the 2016/2017 FY Capital Improvement Plan.

This item was presented to the Utilities Commission on September 9, 2016.

DISCUSSION

As Moreno Valley Utility continues to grow and expand its service, several capital improvement projects have been identified in the FY 2016/2017 Capital Improvement Plan that is necessary to accommodate increasing demands for electricity. The rapid growth of large commercial projects in the south industrial area has created a need to expand capacity by funding and constructing the Kitching Substation project including its circuits such as the Channel 12kV Circuit #1 Project.

The construction involves boring under the Perris Valley Channel Lateral “A”, crossing over California Aqueduct water lines, and conduit attachment to a pedestrian bridge over the Kitching Channel. Construction will include coordination with Riverside County Flood Control and Water Conservation District, Department of Water Resources, and Eastern Municipal Water District. The project has been coordinated with the City’s Parks and Community Services Department as the majority of the project’s alignment runs across El Potrero Park.

When completed, the Channel 12kV Circuit #1 improvements will improve system reliability as well as system automation. This circuit will facilitate the transfer of electrical load from the Moreno Valley Substation to the Kitching Substation.

An Addendum to the Mitigated Negative Declaration, which was approved by City Council on March 15, 2016, addresses environmental issues related to the Kitching Substation circuits. The Addendum was prepared by HDR Engineering, Inc. who also prepared the Mitigated Negative Declaration for the Kitching Substation.

The Notice Inviting Bids was advertised for the Channel 12kV Circuit #1 project and formal bidding procedures have been followed in conformance with Public Contract Code. Three bids were received as follows:

<u>Contractors</u>	<u>Verified Bid Amounts</u>
1. Hot Line Construction, Inc.....	\$ 945,140
2. Henkels & McCoy.....	\$ 999,977
3. Pacific Utility Installation.....	\$1,528,000

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the ultimate, timely construction of the Kitching Substation Project.*
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 this project and the Kitching Substation project which will prevent Moreno Valley Utility from providing electrical service to future development in the South Industrial Area.*

STRATEGIC PLAN

This bid award for the construction of Circuit #1 for the Kitching Substation addresses the Infrastructure Priority, under Initiative 4.1.2(1):

Update the Distribution System Plan to identify and prioritize infrastructure needed to meet customer demand for electricity; analyze the impacts of the proliferation of customer-owned solar systems on the distribution system.

The Kitching Substation Project and all circuits are identified in the utility’s Distribution System Plan as infrastructure needed to meet customer demand for electricity.

FISCAL IMPACT

This project is included in the Fiscal Year 2016/2017 Capital Improvement Plan Budget. It will be financed by use of Moreno Valley Utility’s fund balance. A Budget Appropriation in the amount of \$628,000 is required because of unanticipated scope changes in the project. For example, the depth of the bore-pit was required to be increased, placing it below the water table. This requires additional shoring and continuous pumping and transport of water while boring under the Perris Valley Channel Lateral “A”. The entire Kitching Substation Project is currently under budget and is expected to be within budget upon completion.

Proposed Appropriation for Fiscal Year 2016/2017:

Description	GL Account No.	Type (Rev/Exp)	FY 16/17 Budget	Proposed Adjustments	FY 16/17 Amended Budget
6011-MVU Restricted	GL – 6011-30-80-80005-720199 PN – 805 0037 30 80-6011-04	Exp	\$472,000	\$628,000	\$1,100,000

Fiscal Year 2016/2017 PROJECT BUDGET:

MVU Restricted Fund

GL Account No. 6011-30-80-80005-720199

Project No. 805 0037 30 80-6011-04 \$472,000

MVU Fund Budget Appropriation

GL Account No. 6011-30-80-80005-720199	
Project No. 805 0037 30 80-6011-04	\$628,000
Total	\$1,100,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction Costs (includes 10% contingency)	\$1,040,000
Survey	\$40,000
Project Administration and Inspection	\$20,000
Total Estimated Construction Related Costs	\$1,100,000

ANTICIPATED PROJECT SCHEDULE:

Award Construction Contract	October 2016
Complete Construction	February 2017

NOTIFICATION

A Notice Inviting Bid was advertised in the Press Enterprise. The project was placed on PlanetBids for 25 days, from July 28, 2016 through August 22, 2016. A Pre-Bid Conference was held on August 8, 2016. In total, six Addendums were issued in response to questions and answers from prospective bidders.

PREPARATION OF STAFF REPORT

Prepared By:
Clement Jimenez, P.E.
Senior Engineer, P.E.

Department Head Approval:
Marshall Eyerman
Chief Financial Officer/City Treasurer

Concurred By:
Jeannette Olko
Electric Utility Division Manager

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

CITY COUNCIL STRATEGIC PRIORITIES

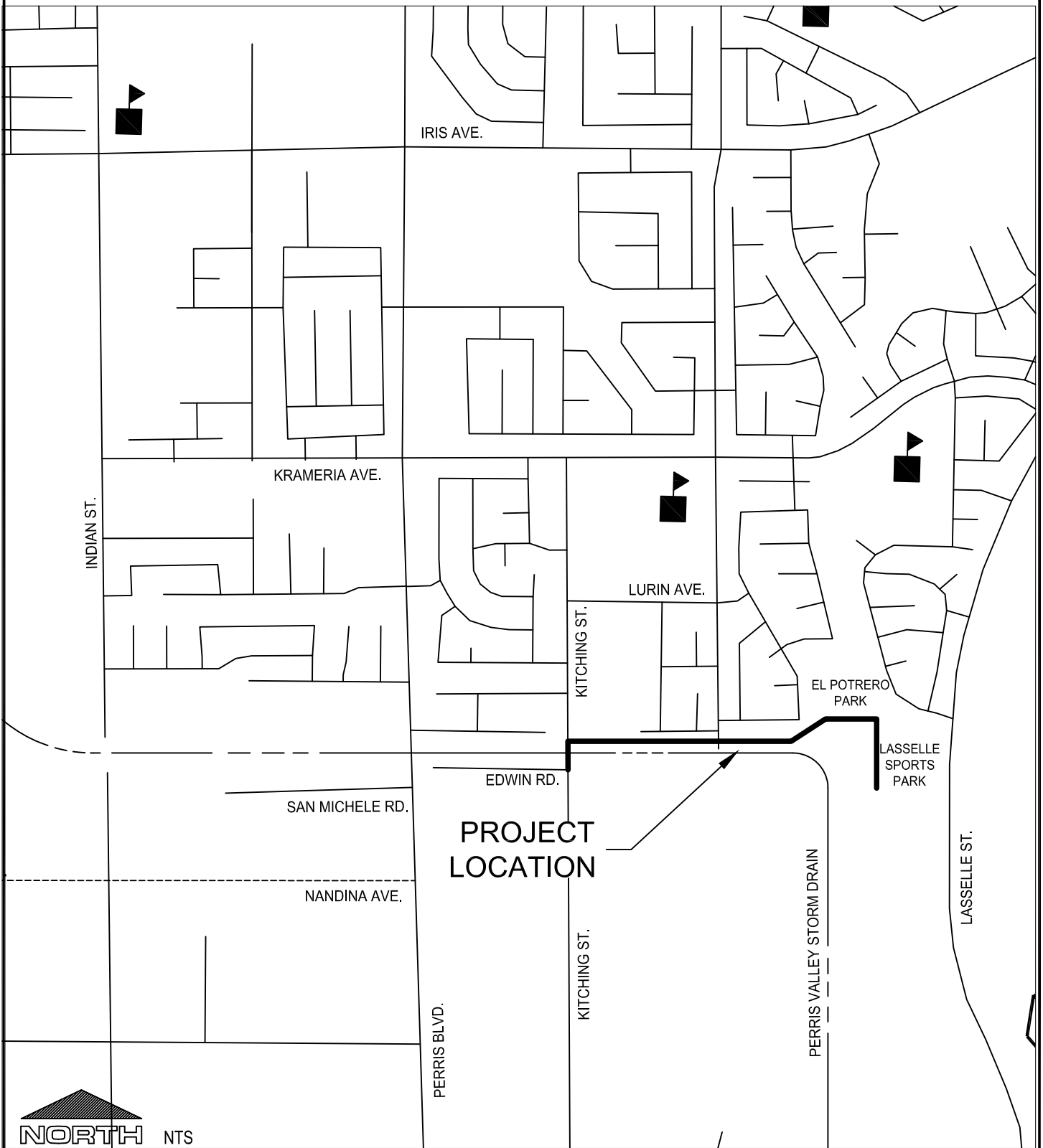
1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

- 1. Location Map
- 2. Agreement with Hot Line Construction, Inc.

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/19/16 5:40 PM
City Attorney Approval	<u>✓ Approved</u>	9/20/16 12:29 PM
City Manager Approval	<u>✓ Approved</u>	9/21/16 2:32 PM



LOCATION MAP



Financial & Management
Services Department

Electric Utility Division

KITCHING SUBSTATION CIRCUIT #1

CHANNEL 12KV CIRCUIT

PROJECT NO. 805 0037

AGREEMENT**PROJECT NO. 805 0037****KITCHING SUBSTATION CIRCUIT #1
Channel 12kV Circuit**

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 Hot Line Construction, 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 through 6 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. The bound Bidding Documents
- K. Contractor's Certificates of Insurance and Additional Insured Endorsements
- L. 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. WPCP
- B. Mitigated Negative Declaration Addendum and Related Studies

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** awarded by the City is Nine Hundred Forty Five Thousand One Hundred Forty Dollars (\$945,140) ("Contract Price"). 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. 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 **and Notice to Proceed with Order of Materials.**" The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements **and Notice to Proceed with Order of Materials** constitutes the date of commencement of the Contract Time of **Sixty (60) Working Days**. 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 **and Notice to Proceed with Order of Materials** shall further specify that Contractor must complete the preconstruction requirements **and order materials** within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of the Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals (Civil and Electrical)
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit from the City of Moreno Valley
- Obtaining an approved Encroachment Permit from RCFC&WCD (Flood Control)
- Obtaining and approved Encroachment Permit from Department of Water Resources
- Obtaining a Temporary Use Permit for a construction yard, as necessary
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents
- Completion of all pre-construction activities under Environmental Mitigations.

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements **and Notice to Proceed with Order of Materials** 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.

B. 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 **and Notice to Proceed with Order of Materials**, 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.

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 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 fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 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.

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

Hot Line Construction, Inc.

BY: _____
Mayor

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>	
ATTEST:	

City Clerk <i>(only needed if Mayor signs)</i>	
APPROVED AS TO LEGAL FORM:	

City Attorney	

Date	
RECOMMENDED FOR APPROVAL:	

Chief Financial Officer/City Treasurer <i>(if contract exceeds \$15,000)</i>	

Date	

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.

Attachment: Agreement with Hot Line Construction, Inc. (2238 : Authorize the Award of the Construction Contract to X for Channel 12kV Circuit

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 _____

Attachment: Agreement with Hot Line Construction, Inc. (2238 : Authorize the Award of the Construction Contract to X for Channel 12kV Circuit