

TELECONFERENCED MEETING

CITY COUNCIL REGULAR MEETING – 6:00 PM

SEPTEMBER 15, 2020

[Pursuant to Governor Executive Order N-29-20]

There Will Not Be a Physical Location for Attending the Meeting

The Public May Observe the Meeting and Offer Public Comment As Follows:

STEP 1

Install the Free Zoom App or Visit the Free Zoom Website at [<https://zoom.us/>](https://zoom.us/)

STEP 2

Get Meeting ID Number and Password by emailing zoom@moval.org or calling (951) 413-3001, no later than 5:00 p.m. on Tuesday, September 15, 2020

STEP 3

Select Audio Source

Computer Speakers/Microphone

or

Telephone

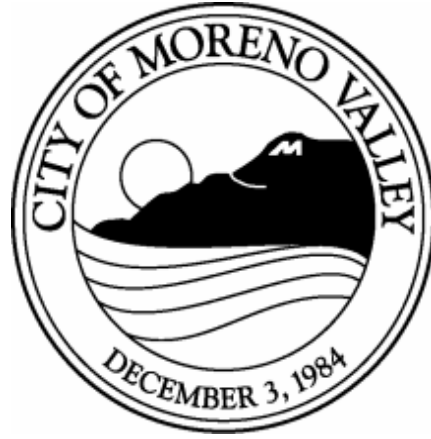
STEP 3

Public Comments May be Made Via Zoom

During the Meeting, the Mayor Will Explain the Process for Submitting Public Comments

ALTERNATIVE

If you do not wish to make public comments, you can view the meeting on Channel MVTV-3, the City's website at www.moval.org or YouTube



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
MORENO VALLEY PUBLIC FINANCING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

September 15, 2020

REGULAR MEETING – 6:00 PM

City Council Study Sessions

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

City Council Meetings

Special Presentations – 5:30 P.M.

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

City Council Closed Sessions

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

Victoria Baca, Mayor Pro Tem
Ulises Cabrera, Council Member

David Marquez, Council Member
Dr. Carla J. Thornton, Council Member

**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
MORENO VALLEY PUBLIC FINANCING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES**

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

REGULAR MEETING – 6:00 PM

SEPTEMBER 15, 2020

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.

ROLL CALL

INTRODUCTIONS

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

Any person wishing to address the Mayor and City Council on any matter, either under the Public Comments section of the Agenda or scheduled items or public hearings, must follow the procedures set forth above and wait to be identified to speak by the Mayor. Members of the public may be limited to three minutes per person or the allowed time set by the Mayor, except for the applicant. The Mayor may establish an overall time limit for comments on a particular Agenda item. Members of the public must direct their questions to the Mayor and not to other members of the City Council, the applicant, the Staff, or the audience.

JOINT CONSENT CALENDARS (SECTIONS A-E)

All items listed under the Consent Calendars, Sections A, B, C, D, and E 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. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 1, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.3. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.4. PAYMENT REGISTER - JULY 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.5. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING AND REMOVAL SERVICES (CITY COUNCIL AND CSD BOARD) (AGMT. NO. 2020-____), WHICH ARE FUNDED BY PARCEL CHARGES, MEASURE A, AND THE FACILITIES MAINTENANCE FUND. (Report of: Financial & Management Services)

Recommendations:

1. Approve the Agreement for Tree Trimming and Removal Services ("Agreement") with West Coast Arborists, Inc., 2200 E. Via Burton, Anaheim, CA 92806, and waive any and all minor irregularities, to provide tree trimming and removal services for certain City maintained trees for a not-to-exceed amount of \$2,661,800.
2. Authorize the City Manager to execute the Agreement with West Coast Arborists, Inc. and authorize the Public Works Director/City Engineer to execute subsequent amendments to the Agreement, in accordance with its terms, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

- A.6. APPROVE A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES AND COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR SUNNYMEAD MDP LINE B-16A, STAGE 2, PROJECT NO. 804 0015 (Report of: Public Works)

Recommendations:

1. Approve a Professional Consultant Services Agreement with Albert A. Webb Associates, 3788 McCray Street Riverside, CA 92506 for preliminary engineering, design, and construction support for Sunnymead Master Drainage Plan (MDP) Line b-16A, Stage 2 project and authorize the City Manager to execute an agreement, subject to the approval by the City Attorney;
2. Approve the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (District), in substantially the form attached hereto, for the Sunnymead Master Drainage Plan (MDP) Line b-16A, Stage 2 project and authorize the City Manager to execute the agreement, subject to the approval by the City Attorney;
3. Authorize the issuance of a Purchase Order to Albert A. Webb Associates, in the amount of \$159,916.00 when the agreement has been signed by all parties, funded by Riverside County Flood Control & Water Conservation District (RCFC&WCD);
4. Authorize the Public Works Director to execute any subsequent related Amendments to the Agreement for Professional Consultant Services with Albert A. Webb Associates, not to exceed the Purchase Order amount, subject to the approval by the City Attorney;
5. Authorize the Public Works Director/City Engineer to approve any minor changes and amendments to the Cooperative Agreement with the District that may be requested by the District and/or the City subject to the approval of the City Attorney;
6. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

- A.7. APPROVAL OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND ENCO UTILITY SERVICES MORENO VALLEY, LLC (Report of: Public Works)

Recommendations:

1. Approve the Second Amendment to the Professional Services Agreement between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC; and

2. Authorize the City Manager to execute the Second Amendment on behalf of the City.

A.8. PEN18-0254 HIGHLAND FAIRVIEW CORPORATE PARK, PHASE II - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF EUCALYPTUS AVENUE FROM ALDI PLACE TO REDLANDS BOULEVARD FROM OCTOBER 7, 2020 TO JANUARY 29, 2021. DEVELOPER: HIGHLAND FAIRVIEW (Report of: Public Works)

Recommendations:

1. Approve a temporary full road closure of Eucalyptus Avenue from Aldi Place to Redlands Boulevard and Eucalyptus Avenue from approximately 2,700 feet to 3,900 feet west of World Logistics Center Parkway for the reconstruction of Redlands Boulevard and Eucalyptus Avenue, from October 7, 2020 to January 29, 2021.
2. Authorize the Public Works Director/City Engineer to execute the Road Closure Agreement, consistent with the road closure limits.
3. Authorize the Public Works Director/City Engineer to approve a road closure extension of 30 calendar days, if the required public improvements are not complete within said timeframe.
4. Authorize the Public Works Director/City Engineer to execute any future amendments to the Road Closure Agreement for time extensions, subject to City Attorney approval, if the required public improvements are not complete within said timeframe.

A.9. ACCEPTANCE OF THE FISCAL YEAR 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AWARD (Report of: Community Development)

Recommendations:

1. Accept the Fiscal Year 2020 Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program award of \$47,052 through the City of Riverside Police Department;
2. Authorize the City Manager, or his designee, to execute for and on behalf of the City of Moreno Valley, agreements and other related documents required by the Bureau of Justice Assistance for participation in the Edward Byrne Memorial Justice Assistance Grant Program, subject to the approval of the City Attorney; and
3. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as recommended in the Fiscal Impact section of this report.

- A.10. SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE NO. 970 AUTHORIZING A CHANGE OF ZONE (PEN19-0152) FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF IRONWOOD AVENUE AND DAY STREET (ORD. NO. 970) (Report of: Community Development)

Recommendation: That the City Council:

1. Conduct the second reading by title only and adopt Ordinance No. 970.

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. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 1, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

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. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 1, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

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.

- D.2. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 1, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

- E.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.2. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 1, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS - NONE

G. GENERAL BUSINESS - NONE

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

I. REPORTS

- I.1. CITY COUNCIL REPORTS

(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

- I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

- I.3. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

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

ADJOURNMENT

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.

CERTIFICATION

I, Pat Jacquez-Nares, 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

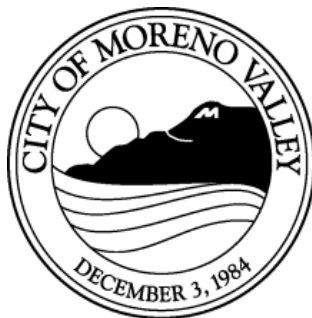
Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: September 10, 2020

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
September 1, 2020**

TELECONFERENCED MEETING



**TELECONFERENCED MEETING
CITY COUNCIL REGULAR MEETING - 6:00 PM
SEPTEMBER 1, 2020
[Pursuant to Governor Executive Order N-29-20]**

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Minutes Acceptance: Minutes of Sep 1, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

**REGULAR MEETING – 6:00 PM
September 1, 2020**

SPECIAL PRESENTATIONS - NONE

Minutes Acceptance: Minutes of Sep 1, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

**REGULAR MEETING – 6:00 PM
September 1, 2020**

CALL TO ORDER

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:00 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Victoria Baca	Mayor Pro Tem
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Dr. Carla J. Thornton	Council Member

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Mike Lee	City Manager
	Marshall Eyerman	Assistant City Manager/Chief Financial Officer
	Michael Wolfe	Interim Assistant City Manager/Director of Public Works/City Engineer
	Manuel Mancha	Community Development Director
	Patti Solano	Parks & Community Services Director

Minutes Acceptance: Minutes of Sep 1, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

Bill Weiser

1. Introduced himself as the newly appointed County Fire Chief.

Brandon Carn

1. Referenced a lawsuit occurring in Central California, in which the brother of Iddo Benzeevi is charged with multiple felonies.
2. Questioned the ethics of the majority of the City Council who accepted campaign contributions from Iddo Benzeevi.

Mayor Gutierrez remarked that none of the City Council members received donations from Benny Benzeevi.

Elmer Thomas

1. Called for the resignation of Council Member Marquez.
2. Commended the Moreno Valley School District on its approach to COVID-19.

Bob Palomarez

1. Praised the Police and Fire Departments for their responses to the recent fires.
2. Expressed his disapproval of candidate LaDonna Jempson.
3. Critical of Council Member Marquez.

Louise Palomarez

1. Critical of Council Member Marquez.
2. Thanked the Fire Fighters addressing the fires and the Police Officers managing the protests.
3. Indicated her gratitude to the City Council and the City staff for their work.

Tom Jerele

1. Expressed his support for Mayor Gutierrez, Mayor Pro Tem Baca, and Rafael Brugueras.
2. Encouraged residents to hold their judgment on individuals until their case has been tried.
3. Praised the City's Graffiti Removal Patrol.
4. Commended the Fire and Police Departments.
5. Conveyed his support for Item No. F.3.

Council Member Marquez

1. Addressed comments made by Bob and Louise Palomarez.
2. Thanked staff for their work.
3. Assured residents that he definitely is working, despite the pandemic.
4. Urged voters to vote their conscience and ignore the falsehoods being perpetuated by certain individuals.

JOINT CONSENT CALENDARS (SECTIONS A-E)

Mayor Gutierrez announced that staff requested that Item No. A.11 be removed from the agenda.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

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. City Council - Regular Meeting - Jul 7, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.3. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH JUNE 30, 2020 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2019/2020 Council Discretionary Expenditure Report for July 1, 2019 through June 30, 2020.

- A.4. APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES (LOCC) 2020 ANNUAL CONFERENCE - Annual Business Meeting (RESO. NO. 2020-56) (Report of: City Clerk)

Recommendations:

1. ADOPT RESOLUTION NO. 2020-56 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPOINTING DELEGATES AND AN ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES AS OFFICIAL REPRESENTATIVES OF THE CITY OF MORENO VALLEY; and
2. DIRECT STAFF TO SUBMIT TO THE LEAGUE A CERTIFIED COPY OF THE RESOLUTION APPOINTING MAYOR PRO TEM VICTORIA BACA AS THE DELEGATE AND MAYOR DR. YXSTIAN A. GUTIERREZ AS THE ALTERNATE BY SEPTEMBER 30, 2020.

A.5. BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE (RESO. NOS. 2020-57, SA 2020-03, CSD 2020-23, HA 2020-03) (Report of: City Clerk)

Recommendations:

1. That the City Council adopt 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
2. That the City Council serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopt a Resolution, 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.
3. That the City Council serving as Community Services District of the City of Moreno Valley adopt a Resolution, 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.
4. That the City Council serving as the Housing Authority of the City of Moreno Valley adopt a Resolution, 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.

A.6. PAYMENT REGISTER - MAY 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.7. PAYMENT REGISTER - JUNE 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.8. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended June 30, 2020, in compliance with the City's Investment Policy.

A.9. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.10. PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NUMBER 47 AND 48 (RESO. NOS. 2020-58 AND 59) (Report of: Financial & Management Services)

Recommendations:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-58, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 47).
2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-59, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 48).

A.11. ITEM NO. A.11 WAS REMOVED AT THE REQUEST OF STAFF. (Report of: Financial & Management Services)

A.12. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW SERVICES (CITY COUNCIL AND CSD BOARD) WHICH ARE FUNDED BY PARCEL CHARGES AND THE FACILITIES MAINTENANCE FUND. (AGMT. NO. 2020-205) (Report of: Financial & Management Services)

Recommendations:

1. Approve the Agreement for Backflow Services (“Agreement”) with E.R. Block Plumbing, Inc., 10910 Hole Ave., Riverside, CA 92505, and waive any and all minor irregularities, to provide backflow testing and repair services to City maintained backflow prevention devices for a not-to-exceed amount of \$578,000.
2. Authorize the City Manager to execute the Agreement with E.R. Block Plumbing, Inc. and authorize the Public Works Director/City Engineer to execute subsequent amendments to the Agreement, in accordance with its terms, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

A.13. APPROVAL OF THE ADDITION OF MOBILE HOTSPOTS TO THE LIBRARY’S COLLECTION AVAILABLE FOR RESIDENTS TO CHECKOUT (Report of: Financial & Management Services)

Recommendation:

1. Approve a budget adjustment to the Library Operations Fund in the amount of \$33,012 to cover the purchase of additional mobile hotspots for distribution through the Moreno Valley Public Library system.

A.14. COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES AND APPROVING TEMPORARY OUTDOOR BUSINESS PERMIT PROCEDURES (RESO. NOS. 2020-60 and 61) (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. That the City Council adopt a Resolution Extending the Local State of Emergency and Certain Emergency Measures related to the Local, State and National State/Declarations of Emergency related to the COVID-19 Pandemic; and

2. Adopt a Resolution for an emergency order temporarily allowing businesses to conduct outdoor operations pursuant to State and County regulations.

A.15. COVID-19 PANDEMIC RESPONSE UPDATE (Report of: Financial & Management Services)

Recommendation: That the City Council:

1. Receive and ratify such emergency response items set forth within the staff report

A.16. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDING FROM THE STATE OF CALIFORNIA AND APPROVING THE CARES ACT EXPENDITURE PLAN TO ADDRESS THE PUBLIC SAFETY IMPACTS OF COVID-19 (RESO. NO. 2020-62) (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Adopt Resolution No. 2020-62. A Resolution of the City Council of the City of Moreno Valley, Accepting the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the State of California in the amount of \$2,578,550 to assist in preventing, preparing for and responding to the Coronavirus by our Public Safety personnel and approving the CARES Act expenditure plan.
2. Authorize the City Manager or his/her designee to take all steps necessary for the City to receive the CARES Act funding awarded by the State of California, including but not limited to completing and submitting the State's Local Government Certification form.
3. Approve the FY 2020/2021 budget amendment as stated in the fiscal impact section.

A.17. PARTICIPATION UNDER COUNTY OF RIVERSIDE'S ENTITLEMENT LOCAL GOVERNMENT DESIGNATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM THROUGH THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) (AGMT. NO. 2020-206) (Report of: Financial & Management Services)

Recommendations:

1. Approve of the partnership with the County to leverage additional funding for future affordable housing projects and to minimize additional operating costs for the General Fund.

2. Authorize the City Manager to execute the Agreement for the Permanent Local Housing Allocation (PLHA) Program under the California Department of Housing and Community Development (HCD) for Allocation Years 2019-2023 by and between the County of Riverside and the City of Moreno Valley

A.18. RESOLUTION APPROVING THE REFINANCING OF THE 2013 TOTAL ROAD IMPROVEMENT PROGRAM (TRIP) CERTIFICATES OF PARTICIPATION (RESO. NO. 2020-63, AGMT. NOS. TBD) (Report of: Financial & Management Services)

That the City Council:

1. Adopt Resolution 2020-63 Approving the Execution and Delivery of California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020 (T.R.I.P. – Total Road Improvement Program) subject to the compliance of certain criteria, including that: (i) the principal amount of the 2020 Refunding Certificates does not exceed \$22.5 million (\$22,500,000); (ii) the NPV % savings does not fall below 3.0%; and (iii) the Underwriter's Discount does not exceed 0.95% of the principal amount of the 2020 Refunding Certificates which are within the City's refunding policy guidelines of the Debt Management Policy #3.10.

A.19. AUTHORIZE THE BUDGET ADJUSTMENT FROM FUND 3008 FOR THE CAPITAL IMPROVEMENT PLAN PROJECT: CITYWIDE PAVEMENT REHABILITATION PROGRAM FY19/20 (801 0085) (Report of: Public Works)

Recommendation:

1. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.20. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR THE UPGRADE EXISTING MARKED CROSSWALKS ON VARIOUS ARTERIALS PROJECT (PROJECT 808 0028) (AGMT. NO. 2020-207) (Report of: Public Works)

Recommendations:

1. Grant Atom Engineering Construction's request for relief of their Bid as allowed by Public Contract Code Section 5101, due to a mistake in filling out their Bid;
2. Reject all other bids, waive any and all minor irregularities, and award a construction contract to Elecnor Belco Electric, Inc. for the Upgrade

Existing Marked Crosswalks on Various Arterials project in the amount of \$289,800.00 and authorize the City Manager to execute the contract;

3. Authorize the Chief Financial Officer to appropriate \$161,597.00 in additional funding as revenue and expense in the Capital Projects Reimbursements Fund (Fund 2301);
 4. Authorize the issuance of a Purchase Order to Elecnor Belco Electric, Inc. in the amount of \$333,270.00 (\$289,800.00 bid amount plus a 15% contingency), using grant funds from the Highway Safety Improvement Program;
 5. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, not to exceed the contingency amount; and
 6. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report, funded by the Highway Safety Improvement Program.
- A.21. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR GUARDRAIL UPGRADES VARIOUS LOCATIONS, PROJECT NO. 808 0027 (AGMT. NO. 2020-208) (Report of: Public Works)

Recommendations:

1. Award a construction contract to Alcorn Fence Company, 6455 Pedley Rd., Riverside, CA 92509, for the Guardrail Upgrades Various Locations project and authorize the City Manager to execute a contract with Alcorn Fence Company in substantial conformance with the attached contract in the amount of \$506,491.24 for the construction of the project, funded by Highway Safety Improvement Program (HSIP) grant;
2. Authorize the issuance of a Purchase Order for Alcorn Fence Company in the amount of \$557,141.24 (bid amount plus a contingency) when the contract has been signed by all parties; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract, but not exceeding the total contingency of \$50,650.00, subject to the approval of the City Attorney.

- A.22. AMEND THE ADOPTED CAPITAL IMPROVEMENT PLAN BY ADDING THE ELECTRICAL SWITCH 61 RECONFIGURATION PROJECT (Report of: Public Works)

Recommendations:

1. Amend the City's two-year Adopted Capital Improvement Plan by adding the Electrical Switch 61 Reconfiguration Project into Fiscal Year 2020/21.
2. Authorize the use of \$225,000 in FY 2020/21 of unused funds from completed 2019 lease revenue bond projects.

- A.23. APPROVAL OF COMMUNITY ENHANCEMENT OFFICERS POSITION CONTROL ROSTER CHANGES AND JOB CLASSIFICATION UPDATES (Report of: Community Development)

Recommendations:

1. Authorize the Community Development Department to retitle the Community Enhancement Officer to Senior Community Enhancement Officer
2. Authorize the reclassification of one vacant Code Compliance Officer I to a Community Enhancement Officer I.
3. Authorize the reclassification of one vacant Community Enhancement Officer to a Community Enhancement Officer II.
4. Approve the Job Classifications for Senior Community Enhancement Officer, Community Enhancement Officer II, and Community Enhancement Officer I.
5. Update the Position Control Roster to reflect these changes.

- A.24. SECOND READING OF A MUNICIPAL CODE AMENDMENT TO AMEND OR DELETE VARIOUS SECTIONS OF TITLE 9 AND TITLE 11 REGARDING COMMERCIAL CANNABIS ACTIVITIES. (ORD. NOS. 968 and 969) (Report of: Community Development)

Recommendation:

1. Staff recommends that the City Council conduct the second reading by title only and adopt Ordinance Nos. 968 and 969.

- A.25. APPROVAL OF AN AMENDED MAINTENANCE AGREEMENT AND AMENDED ESCROW AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND ROC III CA BELAGO, LLC, RELATED TO MAINTENANCE OF THE MORENO VALLEY RANCH GOLF COURSE. (AGMT. NOS. TBD) (Report of: Community Development)

Recommendation:

1. APPROVE amendments to the Maintenance Agreement and the related Escrow Agreement between the City of Moreno Valley and ROC III CA Belago, LLC, to ensure future maintenance of the Moreno Valley Ranch Golf Course.

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. MINUTES - CITY COUNCIL - REGULAR MEETING - JUL 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. PURSUANT TO A LANDOWNER PETITION, ANNEX THREE PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2020-53 (RESO. NO. CSD 2020-24) (Report of: Financial & Management Services)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) adopt Resolution No. CSD 2020-24, a Resolution of the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory for Annexation No. 2020-53 to its Community Facilities District No. 1 and approving the amended map for said District.

- B.4. ADOPT RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS (RESO. NO. CSD 2020-25) (Report of: Parks & Community Services)

Recommendations:

1. Adopt Resolution No. CSD 2020-25 to approve application(s) for Per Capita Grant Funds allocated by the Legislature of the State of California through the Department of Parks and Recreation Office of Grants and Local Services; and
2. Upon issuance of the grant by the California Department of Parks and Recreation, authorize the City Manager to accept the grant on behalf of the CSD and process a budget amendment and appropriation in the amount of \$177,952, which will be ratified in the following quarterly budget review; and
3. Authorize the City Clerk to record a required Deed Restriction, in cooperation with the California Department of Parks and Recreation Office of Grants and Local Services.

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. MINUTES - CITY COUNCIL - REGULAR MEETING - JUL 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

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.

- D.2. MINUTES - CITY COUNCIL - REGULAR MEETING - JUL 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

- E.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.2. MINUTES - CITY COUNCIL - REGULAR MEETING - JUL 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

- F.1. PUBLIC HEARING FOR THREE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer Eyerman provided the report.

Mayor Gutierrez opened the Public Hearing at 6:37 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:37 p.m.

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceedings for the National Pollutant Discharge Elimination System (NPDES) Residential Regulatory Rate or Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to be applied to the property tax bill of the parcels identified herein;
2. Direct the City Clerk to open and count the returned NPDES ballots;
3. Verify and accept the results of the mail ballot proceedings as maintained by the City Clerk on the Official Tally Sheet and if approved, set the rate and impose the NPDES Residential Regulatory Rate or the Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate, as applicable, on the Assessor's Parcel Numbers as mentioned;
4. Receive and file the Official Tally Sheet with the City Clerk's office.

RESULT: APPROVED [UNANIMOUS]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: Dr. Carla J. Thornton, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

Staff's Recommendations Nos. 3 and 4

RESULT: APPROVED [UNANIMOUS]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: David Marquez, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

F.2. PUBLIC HEARING TO ADOPT UPDATES THE CARES ACT AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer Eyerman provided the report.

Mayor Gutierrez opened the Public Hearing at 6:42 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:42 p.m.

Council Member Cabrera thanked City staff and Mayor Gutierrez for allotting funding to Rising Stars Business Academy.

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed updates to the CARES Act Amendment to the 2019-2020 Annual Action Plan.
2. Review and provide final direction on the allocation of funding regarding SWAG and United Way.
3. Review, amend, and adopt the proposed updates to the CARES Act Amendment to the 2019-2020 Annual Action Plan.
4. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dr. Carla J. Thornton, Council Member
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

- F.3. PROPOSED GENERAL PLAN AMENDMENT AND CHANGE OF ZONE AMENDING FIGURE 2-2 "LAND USE MAP" OF THE MORENO VALLEY GENERAL PLAN AND THE CITY ZONING ATLAS, RESPECTIVELY, AND A PROPOSED TENTATIVE PARCEL MAP TO SUBDIVIDE APPROXIMATELY 51.51-ACRES OF LAND INTO FOUR PARCELS. (RESO. NOS. 2020-64, 65, AND 66, ORD. NO. 970) (Report of: Community Development)

Community Development Director Mancha provided the report.

Mayor Gutierrez opened the Public Hearing at 6:47 p.m.

Tom Jerele expressed his support for the item.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:48 p.m.

Recommendations: That the City Council:

1. **ADOPT** Resolution 2020-64: A Resolution of the City Council of the City of Moreno Valley **CERTIFYING** that the Initial Study/Mitigated Negative Declaration, prepared for General Plan Amendment PEN19-0151, Change of Zone PEN19-0152, and Tentative Parcel Map PEN19-0150, on file with the Community Development Department, incorporated herein by this reference, completed in compliance with the California Environmental Quality Act Guidelines, and that the City Council reviewed and considered the information contained in the Initial Study/ Mitigated Negative Declaration, and that the document reflects the City's independent judgment and analysis, and **ADOPTING** the Mitigation Monitoring and Reporting Program prepared for General Plan Amendment PEN19-0151, Change of Zone PEN19-0152, and Tentative Parcel Map PEN19-0150; and
2. **ADOPT** Resolution 2020-65: A Resolution of the City Council of the City of Moreno Valley approving General Plan Amendment application PEN19-0151 increasing the Commercial (C) General Plan land use designation by 0.12-acres and a reducing the Residential/Office (R/O) General Plan land use designation by 0.12-acres, resulting in 19.88 gross acres designated Commercial (C) and 31.63 gross acres designated Residential/Office (R/O).; and

- 3. **INTRODUCE** and conduct the first reading by title only of Ordinance No. 970, approving a Change of Zone PEN19-0152 to amend the City Zoning Atlas to adjust the boundaries of the Residential 15 (R15) District and Community Commercial (CC) District to align with the General Plan boundaries and correspond to the parcel boundaries proposed by Tentative Parcel Map No. 37750 for the areas described in the Ordinance, based on the findings contained in the Ordinance, and the revised Zoning Atlas; and
- 4. **ADOPT** Resolution No. 2020-66, A Resolution of the City Council of the City of Moreno Valley approving Tentative Parcel Map 37750 application PEN19-0150 based on the findings contained in this resolution, and subject to the conditions of approval included as Exhibit A; and
- 5. **SCHEDULE** the second reading and adoption of Ordinance No. 970 for the next regular City Council meeting.

RESULT: APPROVED [UNANIMOUS]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: Dr. Carla J. Thornton, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

Staff's Recommendation No. 3

RESULT: APPROVED [UNANIMOUS]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: Dr. Carla J. Thornton, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

Staff's Recommendations Nos. 4 and 5

RESULT: APPROVED [UNANIMOUS]
MOVER: Dr. Carla J. Thornton, Council Member
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

G. GENERAL BUSINESS - NONE

H. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - NONE

Minutes Acceptance: Minutes of Sep 1, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - Mayor Pro Tem Baca

Mayor Pro Tem Baca reported the following:

Tonight, I'm providing an update from the March Joint Powers Commission meeting held on August 26th.

At that meeting, the Commission approved a 2nd one-year lease extension so that US Vets may continue to serve the veterans still occupying housing units at the original US Vets transitional facility.

We also approved a six-month extension to the current Memorandum of Understanding with Hillwood Enterprises to allow additional review time for the development proposed on JPA property between I-215 and the Base runway, just south of the Museum.

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - Mayor Gutierrez

Mayor Gutierrez reported the following:

At its August 12th meeting, the Riverside County Transportation Commission approved a construction contract to add a lane on a two-mile-long stretch of the westbound 91 freeway between Green River Road and State Route 241. This will improve travel times between Riverside and Orange Counties. Work is expected to be completed by the end of 2021.

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - None

Western Riverside County Regional Conservation Authority (RCA) - None

School District/City Joint Task Force - None

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager Lee welcomed the City Council back from their Summer Recess and wished them a safe Labor Day weekend.

I.3. CITY ATTORNEY'S REPORT - NONE

(Informational Oral Presentation - not for Council action)

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

Council Member Thornton

1. Thanked the Parks staff for organizing the MoVal Drive-In movies.
2. Asked residents to slow down in light of the increase in incidents of car accidents.
3. As the State is plagued with fires, she asked residents to be aware of fire related hazards.
4. Praised the City Council for approving the mobile hot spots.
5. Commended Supervisor Hewitt for forming an African American Task Force, of which she is a member.
6. Noted that she was asked to serve on the League of California Cities General Resolutions Committee by the League President.

Council Member Cabrera

1. Remarked on the recent park groundbreaking.
2. Expressed his excitement for the City's third Library.
3. Noted that Moreno Valley Unified School District also provides mobile hot spots.
4. Reminded residents that Rancho Del Sol golf course is open.
5. Urged residents to take caution when driving as road repairs will continue until December.
6. Thanked the organizations who hosted food pantries and food drives.
7. During this time of extreme division, asked residents to stay united.

Mayor Pro Tem Baca

1. Remarked that she has no association with Elmer and Linda Thomas.
2. Welcomed Fire Chief Bill Weiser.
3. Thanked Tom Jerele for his support.
4. Commended Mayor Gutierrez and Assistant City Manager/Chief Financial Officer Eyerman for securing funding for Rising Stars Business Academy.
5. Urged residents with struggling high school students to contact Rising Stars Business Academy.
6. Directed residents unable to make rent payments due to Covid-19 to contact the United Way for assistance.
7. Thanked City staff for implementing the City Council's plans.
8. Attended the drive in movies hosted by the Parks Department.
9. Noted that the mobile hot spots may be checked out at the Library and be good for eight members of a family.
10. Encouraged residents to attend the new third Library.

Mayor Gutierrez

1. Thanked teachers for their heroic work and encouraged students to remain strong.
2. Commended Firefighters and Police Officers for their hard work.
3. Noted the importance of Labor Day.
4. Remarked on the success of the MoVal Senior Eats program.
5. Encouraged residents in need of rental assistance to contact the United Way.
6. Thanked the City Council for approving outdoor business permits.
7. Commented that road improvements would increase within the next two months.
8. Mentioned the advanced technology available at the City's new third Library.
9. Motivated everyone to support the new golf course.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting in memory of all the victims that have passed in the last two weeks, specifically victims of gun violence, at 7:14 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Financing Authority

Approved by:

Dr. Yxstian A. Gutierrez
 Mayor
 City of Moreno Valley
 President, Moreno Valley Community Services District
 Chairperson, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Chairperson, Moreno Valley Housing Authority
 Chairperson, Board of Library Trustees
 Chairperson, Public Financing Authority



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 15, 2020

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 is presented for City Council ratification.

Staffing of City positions ensures assignment of highly qualified and trained personnel to achieve Momentum MoVal priorities, objectives and initiatives.

FISCAL IMPACT

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

PREPARATION OF STAFF REPORT

Prepared By:
Vanessa Leccese
Executive Assistant

Department Head Approval:
Marshall Eyerman
Assistant City Manager
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. Personnel Changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/09/20 3:41 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/09/20 3:44 PM

**City of Moreno Valley
Personnel Changes
September 15, 2020**

New Hires

Hernan Lopez, Community Enhancement Officer I, Community Development Department, Code & Neighborhood Services Division

Promotions

None

Transfers

None

Separations

None



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 15, 2020

TITLE: PAYMENT REGISTER - JULY 2020

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
Deputy Finance Director

Department Head Approval:
Marshall Eyerman
Assistant City Manager
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 2020 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/02/20 10:59 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/02/20 11:39 AM



**City of Moreno Valley
Payment Register
For Period 7/1/2020 through 7/31/2020**

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>
ALL AMERICAN ASPHALT, INC.	239810	07/06/2020	189419	PAVEMENT REHAB PROGRAM FY 18/19	\$375,278.72
Remit to: CORONA, CA					<u>FYTD:</u> \$4,272,631.52
ALTEC INDUSTRIES, INC	28330	07/13/2020	7402937	AERIAL LIFT TRUCK	\$150,747.79
Remit to: BIRMINGHAM, AL					<u>FYTD:</u> \$150,747.79
BRIGHTVIEW LANDSCAPE SERVICES, INC.	28379	07/20/2020	6842131	LANDSCAPE MAINT-ZONES D, M, S, 09, LM-01H, LM-02A & LM-02A	\$127,976.32
		07/20/2020	6877494	LANDSCAPE MAINT-ZONE D	
		07/20/2020	6715428	LANDSCAPE MAINT-ZONE D	
		07/20/2020	6914845	LANDSCAPE MAINT-ZONE D	
		07/20/2020	6877495	LANDSCAPE MAINT-ZONE M-CIP	
Remit to: PASADENA, CA					<u>FYTD:</u> \$621,817.59
CALPERS	239915	07/20/2020	FY 20/21ADC	ANNUAL ACTUARIALLY DETERMINED CONTRIBUTION (ADC)	\$812,461.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,444,025.00
CALPINE CORPORATION DBA CALPINE ENERGY SERVICES	28334	07/13/2020	62048	RESOURCE ADEQUACY-JUNE 2020/MV UTILITY	\$105,400.00
Remit to: HOUSTON, TX					<u>FYTD:</u> \$632,400.00
COUNTY OF RIVERSIDE SHERIFF	28289	07/06/2020	SH0000037546	CONTRACT LAW ENF. RATE ADJUSTMENT FROM BP #1 TO BP #11	\$937,060.15
	28380	07/20/2020	SH0000037761	FY19/20 RMS/CLET BILLING 7/1/19-6/30/20	\$347,452.00
	28437	07/27/2020	SH0000037595	CONTRACT LAW ENFORCEMENT BILLING #12 (04/23-05/20/20)	\$3,572,447.66
		07/27/2020	SH00000037797	SPECIAL BILLING-5/21-6/30/20	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$47,398,589.10

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



City of Moreno Valley
Payment Register
For Period 7/1/2020 through 7/31/2020

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>
DYETT & BHATIA URBAN AND REGIONAL PLANNERS	28439	07/27/2020	19-572-07	GENERAL PLAN UPDATE AND EIR CONSULTING 5/1-5/31/20	\$54,408.25
Remit to: OAKLAND, CA					<u>FYTD:</u> \$581,373.86
EASTERN MUNICIPAL WATER DISTRICT	239953	07/27/2020	JUNE-20 7/27/20	WATER CHARGES	\$200,784.45
		07/27/2020	JULY-20 7/27/20	WATER CHARGES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,252,722.22
ENCO UTILITY SERVICES MORENO VALLEY LLC	28341	07/13/2020	40-449A-03	WA# 40-449A-MERITAGE HOMES LEGACY PARK-221 HOMES	\$503,190.14
		07/13/2020	40-446B-01	WA# 40-446B-ALERE PROPERTY GROUP	
		07/13/2020	40-373B-05	WA# 40-373B-CACTUS COMMERCE, LP	
		07/13/2020	40-410B-03	WA# 40-410B-VILLA ANNETTE APT HOMES	
		07/13/2020	40-451A-03	WA# 40-451A-EUCALYPTUS AVE LINE EXTENSION	
		07/13/2020	MVU-2020-44018	DISTRIBUTION CHARGES 5/25-6/22/20	
		07/13/2020	40-434B-05	WA# 40-434B-CENTERPOINTE COMMERCE CTR	
		07/13/2020	C20-13B	LASSELLE ST.-VEHICLE HIT SWITCH S-61	
		07/13/2020	40-431B-06	WA# 40-431B-PHELAN DEVELOPMENT	
		07/13/2020	40-447B-01	WA# 40-447B-MVU ANNEX BUILDING	
		07/13/2020	40-450A-02	WA# 40-450A-HIGHLAND FAIRVIEW CORP PARK: PHASE 2	
		07/13/2020	40-401B-08	WA# 40-401B-DAY STREET LINE EXTENSION	
		07/13/2020	40-501-2006	WA# 40-501-ACQUIRED SCE STREETLIGHT MAINT	
		07/13/2020	40-425B-07	WA# 40-425B-BOULDER RIDGE STREETLIGHTS	
		07/13/2020	40-436B-07	WA# 40-436B-BOULDER RIDGE STREETLIGHTS: PHASE 2 & 3	
		07/13/2020	40-412B-05	WA# 40-412B-OLD 215 FRONTAGE ROAD	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$5,956,594.78

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City of Moreno Valley
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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ESRI, INC.	28293	07/06/2020	93847090	ARCGIS MAINTENANCE RENEWAL 7/31/20-7/30/21	\$32,640.41
Remit to: REDLANDS, CA					FYTD: \$65,190.41
EXELON GENERATION COMPANY, LLC	28342	07/13/2020	MVEU-00093A	POWER PURCHASE 6/1-6/30/20	\$584,614.40
Remit to: BALTIMORE, MD					FYTD: \$6,948,606.00
FAMILY SERVICE ASSOCIATION	28343	07/13/2020	JULY DRAWDOWN	ADA IMPROVEMENTS	\$500,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$520,000.00
FERREIRA CONSTRUCTION CO. INC.	28344	07/13/2020	5277010	DYNAMIC TRAVELOR ALERT MESSAGE BOARDS - VARIOUS LOCATIONS	\$101,935.01
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$2,038,699.67
GRAYBAR ELECTRIC CO INC	28295	07/06/2020	9316394353	LIGHT POLES & FIXTURES-CIVIC CENTER	\$86,117.43
		07/06/2020	9316504948	LIGHT POLES & FIXTURES-CIVIC CENTER	
Remit to: DIAMOND BAR, CA					FYTD: \$93,834.51
HABITAT FOR HUMANITY RIVERSIDE	28388	07/20/2020	CHR-8	HOME-CRITICAL HOME REPAIR PROGRAM-MARCH 2020	\$28,040.59
		07/20/2020	CDBG MV1920-09	CDBG-A BRUSH WITH KINDNESS PROGRAM-MARCH 2020	
		07/20/2020	CDBG MV1920-08	CDBG-A BRUSH WITH KINDNESS PROGRAM-FEB 2020	
Remit to: RIVERSIDE, CA					FYTD: \$355,501.06
HORIZONS CONSTRUCTION COMPANY INTERNATIONAL INC.	28446	07/27/2020	3	MV AMPHITHEATER-PROGRESS PAYMENT #3	\$677,141.09
Remit to: ORANGE, CA					FYTD: \$1,580,535.42

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
HOT LINE CONSTRUCTION, INC	28390	07/20/2020	87966	DAY STREET LINE EXTENSION PROJECT-PAY APPLICATION #5	\$232,629.54
Remit to: IRVING, TX					FYTD: \$2,949,018.70
I.E. GARDENS, INC.	240006	07/27/2020	128425	REFUND SECURITY DEPOSIT-PEN19-0005	\$25,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$25,000.00
IBUILD SPECTRUM INC.	28347	07/13/2020	IBS-100-05	IRIS PLAZA LIBRARY PROJECT-PAY APP #5	\$100,177.50
	28448	07/27/2020	IBS-100-06	IRIS PLAZA LIBRARY PROJECT-PAY APP #6	\$64,742.50
Remit to: SANTA ANA, CA					FYTD: \$804,745.00
KNORR SYSTEMS, INC	239920	07/20/2020	SI222855	UV SYSTEM-CELEBRATION PARK	\$25,281.37
Remit to: SANTA ANA, CA					FYTD: \$25,281.37
LIBRARY SYSTEMS & SERVICES, LLC	28454	07/27/2020	INV3183	LIBRARY CONTRACT SVCS & MATERIALS-MAIN & MALL-JULY 2020	\$162,131.74
Remit to: ROCKVILLE, MD					FYTD: \$2,056,906.54
MERCHANTS LANDSCAPE SERVICES INC	28356	07/13/2020	55932	ADDTL. WORK-APR20-CIP ZONE 03/TURF REPLACEMENT DESIGN PLANS	\$169,835.40
		07/13/2020	56283	LANDSCAPE MAINT.-ZONES E-8, LMD 03, 03A, 04, 05, 06, & 07-JUN20	
		07/13/2020	56200	ADDTL. WORK-MAY20-CIP ZONE 06-REMOVE/INSTALL NEW BACKFLOW CAGES	
		07/13/2020	56031	ADDTL. WORK-APR20-CIP ZONE 03/INSTALL PLANT MATERIAL & MULCH	
Remit to: MONTEREY PARK, CA					FYTD: \$768,012.55

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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>
MORENO VALLEY UTILITY	239877	07/13/2020	JUL-20 7/13/20	ELECTRICITY CHARGES	\$81,147.52
Remit to: HEMET, CA					FYTD: \$1,087,624.92
NEXTERA ENERGY CAPITAL HOLDINGS INC.	239924	07/20/2020	577556	RENEWABLE ENERGY-MV UTILITY-JUN 2020	\$63,109.82
Remit to: JUNO BEACH, FL					FYTD: \$531,542.29
PACIFIC RESTORATION GROUP, INC.	28405	07/20/2020	1702904	LANDSCAPE MAINT.- SR-60/NASON INTERCHANGE 2/16/19-6/15/20	\$33,408.00
Remit to: PERRIS, CA					FYTD: \$33,408.00
PARSONS TRANSPORTATION GROUP, INC.	28406	07/20/2020	2007B100	SR-60/MORENO BEACH PHASE 2 INTERCHANGE	\$25,968.37
Remit to: IRVINE, CA					FYTD: \$1,485,233.38
RE ASTORIA 2 LLC	28460	07/27/2020	00046	RENEWABLE ENERGY-MV UTILITY-JUN. 2020	\$41,586.04
Remit to: SAN FRANCISCO, CA					FYTD: \$486,460.18
RIVERSIDE COUNTY HABITAT CONSERVATION	239821	07/06/2020	2ND QTR 2020	STEPHEN'S KANGAROO RAT MITIGATION FEES FOR QTR ENDING 6/30/20	\$26,710.00
Remit to: RIVERSIDE, CA					FYTD: \$80,478.50

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>		
SOUTHERN CALIFORNIA EDISON	239927	07/20/2020	026-1608/JUN-20	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	\$112,339.74		
		07/20/2020	717-8027/JUN-20	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS			
		07/20/2020	587-9520/JUN-20	ELECTRICITY-FERC CHARGES/MVU			
		07/20/2020	717-7516/JUN-20	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS			
		07/20/2020	729-6522/JUN-20	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS			
		07/20/2020	721-3449/JUN-20	IFA CHARGES-SUBSTATION			
		07/20/2020	717-8456/JUN-20	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS			
		07/20/2020	707-6081/JUN-20	ELECTRICITY CHARGES			
		07/20/2020	JUN-20 7/20/20	ELECTRICITY CHARGES			
		239965	07/27/2020	7501185332		WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-JUN 2020	\$52,393.62
			07/27/2020	7501185355		WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-JUN 2020	
			07/27/2020	7501185350		WDAT CHARGES-MVU/IRIS AVE.-JUN 2020	
			07/27/2020	7501185351		WDAT CHARGES-MVU/GRAHAM ST.-JUN 2020	
			07/27/2020	7501185352		WDAT CHARGES-MVU/GLOBE ST.-JUN 2020	
	07/27/2020	7501185353	WDAT CHARGES-MVU/NANDINA AVE.-JUN 2020				
	07/27/2020	7501185354	WDAT CHARGES-MVU/FREDERICK AVE.-JUN 2020				
	07/27/2020	7501185358	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-JUN 2020				
Remit to: ROSEMEAD, CA					FYTD: \$2,650,715.93		
SOUTHWEST TRAFFIC SYSTEMS	239966	07/27/2020	4719 (REVISED)	13 VEHICLE EMERGENCY LIGHT BAR PACKAGES	\$37,525.95		
Remit to: PHOENIX, AZ					FYTD: \$37,525.95		

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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>
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	28316	07/06/2020	202007	JULY 2020 RETIREE MEDICAL BENEFIT BILLING	\$41,019.77
Remit to: TEMECULA, CA					<u>FYTD:</u> \$605,851.28
TR DESIGN GROUP, INC.	28367	07/13/2020	4400	DESIGN SVCS./TENANT IMPROVEMENTS FOR IRIS LIBRARY BRANCH PROJECT	\$28,496.61
		07/13/2020	4379	DESIGN SVCS./TENANT IMPROVEMENTS FOR IRIS LIBRARY BRANCH PROJECT	
	28471	07/27/2020	4404	ARCHITECTURAL DESIGN SERVICES FOR CIVIC CENTER MARQUEE SIGN	\$29,318.45
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$111,760.76
U.S. BANK/CALCARDS	28320	07/06/2020	06-29-20	JUNE 2020 CALCARD ACTIVITY	\$202,241.29
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$3,415,606.68
UNITED STATES VETERANS INITIATIVE	239825	07/06/2020	INVOICE 1-FY1920	CDBG SUBGRANTEE PAYMENT-VETERANS IN PROGRESS (VIP) PROGRAM	\$29,022.73
Remit to: MARCH ARB, CA					<u>FYTD:</u> \$79,692.43
WELLS FARGO CORPORATE TRUST	28427	07/20/2020	W200701	DEBT SERVICE-2017 REF 2007 TABS	\$1,309,125.29
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$11,672,325.56
WILLDAN FINANCIAL SERVICES	28425	07/20/2020	010-45201	GRANT ADMINISTRATION SERVICES-JUN. 2020	\$26,916.25
Remit to: TEMECULA, CA					<u>FYTD:</u> \$346,280.40

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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>
WRCRA	239935	07/20/2020	JUN-2020 MSHCP	MSHCP FEES COLLECTED FOR JUN. 2020-RESIDENTIAL & COMMERCIAL/IND.	\$80,068.28

Remit to: RIVERSIDE, CA FYTD: \$1,113,969.28

TOTAL AMOUNTS OF \$25,000 OR GREATER **\$12,197,891.11**

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
(AB) CUEVAS INC.	239897	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
A. M. BEST COMPANY, INC	28428	07/27/2020	3561220	BEST KEY RATING GUIDE	\$639.75
Remit to: PHILADELPHIA, PA					FYTD: \$1,266.00
AAC UTILITY PARTNERS, LLC	28325	07/13/2020	MVUS200630	CONSULTING SVCS-MV UTILITIES	\$18,700.00
Remit to: COLUMBIA, SC					FYTD: \$223,300.00
ABILITY COUNTS, INC	28326	07/13/2020	ACI115624	LANDSCAPE MAINT-CFD #1-MAY 2020	\$2,065.00
Remit to: CORONA, CA					FYTD: \$26,845.00
ADLERHORST INTERNATIONAL LLC	28327	07/13/2020	104958	MISC SUPPLIES FOR K-9 ARKAN	\$21.54
	28376	07/20/2020	105008	MONTHLY K-9 TRAINING (RICO/ARKAN/HERBIE) JUNE 2020	\$525.00
Remit to: RIVERSIDE, CA					FYTD: \$12,276.03
ADOPT A HIGHWAY LITTER REMOVAL SERVICE OF AMERICA	28328	07/13/2020	176939	SR60 PERRIS & HEACOCK LITTER REMOVAL/VEG. CTRL. 5/1-5/31/20	\$4,580.00
Remit to: ENCINITAS, CA					FYTD: \$68,800.00
ADVANCED ELECTRIC INC.	28429	07/27/2020	12699	ELECTRICAL REPAIRS-CONFERENCE & REC. CENTER	\$3,218.20
Remit to: MORENO VALLEY, CA					FYTD: \$16,015.12
AEI-CASC ENGINEERING	28430	07/27/2020	0041967	ENVIRONMENTAL ASSESSMENT PEER REVIEW-COTTONWOOD & INDIAN	\$4,001.00
Remit to: COLTON, CA					FYTD: \$41,120.25

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
AIR EXCHANGE INC	28329	07/13/2020	91602514	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	\$1,108.38
		07/13/2020	91601753	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	
Remit to: FAIRFIELD, CA					FYTD: \$20,631.37
ALDI, INC.	239888	07/13/2020	MVU 7014047-01	COMMERCIAL PBI REBATE INCENTIVE	\$24,275.52
Remit to: MORENO VALLEY, CA					FYTD: \$216,407.04
ALFONSO LOZANO DBA OUR PLACE RESTAURANT	239809	07/06/2020	WEEK 6-SR. EATS	SENIOR EATS PROGRAM 6/22-6/26/20	\$3,825.00
	239866	07/13/2020	JULY 3, 2020	SENIOR EATS PROGRAM-6/29-7/03/20	\$3,825.00
	239913	07/20/2020	JULY 10, 2020	SENIOR EATS PROGRAM-7/06-7/10/20	\$3,825.00
	239947	07/27/2020	JULY 17, 2020	SENIOR EATS PROGRAM 7/13-7/17/20	\$3,825.00
Remit to: MORENO VALLEY, CA					FYTD: \$34,425.00
ALL AMERICAN ASPHALT, INC.	28375	07/14/2020	W200702	RETENTION PAYABLE DEP-ESCOW DEP NO. 2609	\$19,751.52
Remit to: CORONA, CA					FYTD: \$4,272,631.52
ALONSO, CARMEN AMO	239828	07/06/2020	R20-148212	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: PASADENA, CA					FYTD: \$20.00
ALPHA OMEGA CONSTRUCTION SERVICES INC	239829	07/06/2020	BSR20-0020	REFUND ON SB1473 FEE CHARGED IN ERROR-14510 CHOLLA DR	\$1.00
Remit to: SAN JACINTO, CA					FYTD: \$2.00
AMERICAN FORENSIC NURSES	28331	07/13/2020	73491	PHLEBOTOMY SVCS	\$935.00
		07/13/2020	73509	PHLEBOTOMY SVCS	
	28377	07/20/2020	73544	PHLEBOTOMY SVCS	\$1,075.00
	28431	07/27/2020	73561	PHLEBOTOMY SVCS	\$220.00
Remit to: LA QUINTA, CA					FYTD: \$27,915.00

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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>
AMERICAN WEST RESTORATION INC	239830	07/06/2020	BSR20-0005	REFUND ON SB1473 FEE CHARGED IN ERROR-28273 HEMLOCK AVE	\$1.00
Remit to: FONTANA, CA					FYTD: \$1.00
ARC DOCUMENT SOLUTIONS, LLC	28332	07/13/2020	10673926	PRINTING SERVICES-CONF & REC. CTR.	\$507.34
Remit to: COSTA MESA, CA					FYTD: \$2,322.55
ARCHITERRA DESIGN GROUP	28288	07/06/2020	27074	CONCEPTUAL DESIGN OF AMPHITHEATER 3/25-4/24/20	\$11,059.49
		07/06/2020	27168	CONCEPTUAL DESIGN OF AMPHITHEATER 4/25-5/24/20	
		07/06/2020	27065	COMMUNITY DEMO GARDEN	
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$296,953.16
ARTEAGA, JESSICA	239889	07/13/2020	R20-148803	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
AUTOMATIC STOREFRONT SERVICE/E-Z AUTOMATED SYSTEMS	239867	07/13/2020	0031072	SLIDING GLASS DOOR PREV MAINT-TOWNGATE COMMUNITY CTR.	\$2,904.00
		07/13/2020	0031069	SLIDING GLASS DOOR PREV MAINT-CITY HALL	
		07/13/2020	0031068	SLIDING GLASS DOOR PREV MAINT-CONF & REC. CTR	
		07/13/2020	0031067	SLIDING GLASS DOOR PREV MAINT-LIBRARY	
		07/13/2020	0031071	SLIDING GLASS DOOR PREV MAINT-PUBLIC SAFETY BLDG	
		07/13/2020	0031070	SLIDING GLASS DOOR PREV MAINT-SENIOR CTR.	
	239948	07/27/2020	0031059	SLIDING GLASS DOOR REPAIR-PUBLIC SAFETY BLDG	\$3,768.42
		07/27/2020	0031036	SLIDING GLASS DOOR REPAIR-PUBLIC SAFETY BLDG	
Remit to: CHINO, CA					FYTD: \$42,967.93

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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>
AVANT GARDE	28432	07/27/2020	6290	CDBG HABITAT FOR HUMANITY-JUNE 2020	\$765.00
		07/27/2020	6289	HOME HABITAT FOR HUMANITY-JUNE 2020	
		07/27/2020	6288	HOME PROGRAM MANAGEMENT-JUNE 2020	
Remit to: POMONA, CA					<u>FYTD:</u> \$17,915.00
BAKER TILLY VIRCHOW KRAUSE, LLP	28378	07/20/2020	BT1641759	CONSULTING SVCS-MV UTILITY	\$4,025.00
Remit to: MADISON, WI					<u>FYTD:</u> \$4,025.00
BE HAPPY CAFE & JUICE BAR	239999	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,500.00
BEAZER HOMES HOLDINGS, LLC	239977	07/27/2020	126370	REFUND FEES CHARGED IN ERROR-PLAN CK BFT19-0280	\$5,133.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$5,133.00
BIG 6 FOOD MART	240000	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,500.00
BIO-TOX LABORATORIES	239949	07/27/2020	39911	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$5,591.00
		07/27/2020	39845	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		07/27/2020	39844	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$70,312.00
BLUMHARDT, MARIE	239831	07/06/2020	R20-149074	ANIMAL SERVICES REFUND-PAID FOR 2YR LICENSE, RABIES EXP IN 1YR	\$33.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$33.00

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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>
BMW MOTORCYCLES OF RIVERSIDE	28333	07/13/2020	6024822	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,355.37
		07/13/2020	6024766	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		07/13/2020	6024895	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		07/13/2020	6024456	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$271,514.17
BORJON, CARINA	239890	07/13/2020	R20-148467	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$54.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$54.00

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BOX SPRINGS MUTUAL WATER COMPANY	239811	07/06/2020	189-13 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$328.00
		07/06/2020	80-4 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/06/2020	1084-1 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/06/2020	45-4 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/06/2020	1085-1 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/06/2020	1086-1 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/06/2020	1087-1 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/06/2020	331-1 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/06/2020	36-1 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/06/2020	204-9 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/06/2020	1088-1 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/06/2020	195-5 6/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		239868	07/13/2020	721-1 6/25/20	WATER USAGE-TOWNGATE JUNE 2020
Remit to: MORENO VALLEY, CA					FYTD: \$5,395.78

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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>
BRIGHTVIEW LANDSCAPE SERVICES, INC.	28433	07/27/2020	6790308	LANDSCAPE MAINT-ZONES D & M	\$4,595.97
		07/27/2020	6877499-1	LANDSCAPE MAINT-ZONES D, M & S	
Remit to: PASADENA, CA					FYTD: \$621,817.59
C2 BEAUTY SALON	240001	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
CALIFORNIA BUILDING STANDARDS COMMISSION	239950	07/27/2020	2ND QTR 2020	SB 1473 FEES COLLECTED FOR 4/1-06/30/20	\$1,913.40
Remit to: SACRAMENTO, CA					FYTD: \$13,175.10
CALIFORNIA DEPT OF EDUCATION	239812	07/06/2020	C-064326	FY 18/19 CHILD'S PLACE GRANT APPORTIONMENT OVERPAYMENT	\$21,910.00
Remit to: SACRAMENTO, CA					FYTD: \$21,910.00
CALIFORNIA DEPT. OF TAX AND FEE ADMINISTRATION	239967	07/27/2020	2ND QTR 2020	ACCT# 31-000177 ELECTRICAL ENERGY SURCHARGE RETURN/APR-JUN 2020	\$13,150.06
Remit to: SACRAMENTO, CA					FYTD: \$69,829.80
CALIFORNIA MUNICIPAL UTILITIES ASSOC.	239914	07/20/2020	19-0659	LARGE BUSINESS CUSTOMER FORUM-MVU	\$7,500.00
Remit to: SACRAMENTO, CA					FYTD: \$46,045.92
CAMERON-DANIEL, P.C.	28335	07/13/2020	1147	LEGAL SERVICES-MV UTILITY	\$1,677.50
Remit to: ROSEVILLE, CA					FYTD: \$52,972.50
CASTANEDA, MARIA	239832	07/06/2020	R20-149105	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$35.00
Remit to: MORENO VALLEY, CA					FYTD: \$35.00

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CATHOLIC CHARITIES	28434	07/27/2020	INV3-FEB20	CASEWORK SERVICES PROGRAM-ESG 18/19	\$6,991.77
		07/27/2020	INV2-DEC19	CASEWORK SERVICES PROGRAM-ESG 18/19	
Remit to: SAN BERNARDINO, CA					FYTD: \$66,609.33
CHAKAR, DDS, JOSEPH M.	240002	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
CHANCY, CHIZURU	239813	07/06/2020	FEB-2020	INSTRUCTOR SERVICES-HULA DANCE CLASS	\$45.30
		07/06/2020	MAR-2020	INSTRUCTOR SERVICES-HULA/TAHITIAN DANCE CLASS	
Remit to: MORENO VALLEY, CA					FYTD: \$608.70
CHUNG, EUNJUNG	239833	07/06/2020	2001788.047	REFUND - TBALL PEE WEE	\$67.00
Remit to: MARCH ARB, CA					FYTD: \$67.00
CIRCLE CITY ROOFING, INC.	239910	07/13/2020	7920	ROOF PATCHING-IRIS PLAZA-LIBRARY	\$1,200.00
Remit to: NORCO, CA					FYTD: \$1,200.00
CITIZENS NATIONAL LEGAL SERVICES	240003	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,634.68
CIVIC SOLUTIONS, INC	28336	07/13/2020	063020	PLANNING ENTITLEMENT AND PLAN CHECK SVCS-JUNE 20	\$262.50
Remit to: MISSION VIEJO, CA					FYTD: \$118,056.30
COLONIAL SUPPLEMENTAL INSURANCE	239911	07/15/2020	7133069-0701234	EMPLOYEE SUPPLEMENTAL INSURANCE	\$7,840.66
Remit to: COLUMBIA, SC					FYTD: \$95,497.02

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COMPLETE SOLAR INC	239834	07/06/2020	BON20-0183	REFUND ON CANCELLED BUILDING PERMIT 25667 TALLANDSIA CT	\$262.16
Remit to: SAN RAMON, CA					FYTD: \$363.16
CONSUELO'S BARBERSHOP	239898	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
CONVERGEONE, INC.	240009	07/27/2020	IE9058045	CITY WIFI PROJECT	\$24,334.91
Remit to: BLOOMINGTON, MN					FYTD: \$24,334.91
CORODATA MEDIA STORAGE INC.	28435	07/27/2020	DS1293988	OFF-SITE MEDIA STORAGE-JUNE 2020	\$395.29
Remit to: LOS ANGELES, CA					FYTD: \$5,927.87
CORODATA RECORDS MANAGEMENT, INC.	28337	07/13/2020	RS4609200	RECORDS STORAGE-JUNE 2020	\$1,045.41
Remit to: POWAY, CA					FYTD: \$4,791.41
COUNTY OF RIVERSIDE	28338	07/13/2020	IT0000004039	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,726.40
	28436	07/27/2020	IT0000004106	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,726.40
	239916	07/20/2020	2950	REGISTERED VOTERS CONFIRMATION-CFD NO. 1/ANNEX NO. 2020-52	\$175.00
		07/20/2020	2953	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMEND NO. 48	
		07/20/2020	2951	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMEND NO. 47	
		07/20/2020	2949	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-1/AMEND NO. 46	
		07/20/2020	2952	REGISTERED VOTERS CONFIRMATION-CFD NO. 1/ANNEX NO. 2020-53	
Remit to: RIVERSIDE, CA					FYTD: \$324,059.88

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COUNTY OF RIVERSIDE 1	239951	07/27/2020	PU0000005020	JANITORIAL SUPPLIES-POLICE STATION-JUNE 2020	\$4,422.96
Remit to: RIVERSIDE, CA					FYTD: \$17,144.93
COUNTY OF RIVERSIDE SHERIFF	28339	07/13/2020	SH0000037598	SPECIAL BILLING QUALITY (7/17/19-3/11/20)	\$4,914.74
Remit to: RIVERSIDE, CA					FYTD: \$47,398,589.10
CRIME SCENE STERI-CLEAN, LLC	28340	07/13/2020	40908	BIO HAZARD REMOVAL SERVICE	\$750.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$11,500.00
CROOK, GREG	239835	07/06/2020	2001954.047	RENTAL REFUND BALANCE	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$125.00
CROW, ALYSSA	239936	07/20/2020	R20-149360	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00
CULVER COMPANY LLC	28290	07/06/2020	55984	PROMOTIONAL ITEMS	\$269.47
Remit to: SALISBURY, MA					FYTD: \$1,538.84
DATA TICKET, INC.	28291	07/06/2020	113446	ADMINISTRATIVE CITATIONS-CODE-MAY 2020	\$7,445.47
		07/06/2020	113951HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-MAY 2020	
		07/06/2020	113951	PARKING CITATION PROCESSING-CODE-MAY 2020	
		07/20/2020	114366	ADMIN CITATION PROCESSING-PD-JUNE 2020	
Remit to: IRVINE, CA					FYTD: \$263,868.62
DAVIES, DIANA	239978	07/27/2020	2001968.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					FYTD: \$206.20
DE MARTI, CARINA	239836	07/06/2020	R20-148211	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: HUNTINGTON BEACH, CA					FYTD: \$95.00

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DELTA DENTAL OF CALIFORNIA	28372	07/15/2020	BE003981042	EMPLOYEE DENTAL INSURANCE-PPO	\$15,764.52
Remit to: SAN FRANCISCO, CA					FYTD: \$187,468.37
DELTACARE USA	28373	07/15/2020	BE003981870	EMPLOYEE DENTAL INSURANCE-HMO	\$4,709.21
Remit to: DALLAS, TX					FYTD: \$72,432.72
DEPARTMENT OF CONSERVATION	239952	07/27/2020	2ND QTR 2020	SMI FEES REPORT-2ND QTR ENDING 6/30/20	\$5,835.74
Remit to: SACRAMENTO, CA					FYTD: \$37,242.03
DEPARTMENT OF ENVIRONMENTAL HEALTH	239917	07/20/2020	IN0387516	ENVIRONMENTAL HEALTH PERMIT-MORRISON PARK	\$300.00
		07/20/2020	IN0387031	ENVIRONMENTAL HEALTH PERMIT-LASSELLE SPORTS PARK	
Remit to: RIVERSIDE, CA					FYTD: \$24,600.50
DEPARTMENT OF WATER RESOURCES	239976	07/27/2020	JULY 23, 2020	ENCROACHMENT PERMIT FEE-MVU	\$1,500.00
Remit to: SACRAMENTO, CA					FYTD: \$10,912.00
DESERT WINDOW TINTING	239899	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
DISH DBS CORPORATION	239869	07/13/2020	86557282/JULY20	SATELLITE TV-FIRE STATION 99-7/1-7/30/20	\$106.05
Remit to: PALATINE, IL					FYTD: \$1,404.75
DIVISION OF THE STATE ARCHITECT	239870	07/13/2020	2ND QTR 2020-796	STATE PORTION-DISABILITY ACCESS & EDUCATION FEE REPORT 796	\$183.60
Remit to: SACRAMENTO, CA					FYTD: \$3,587.30

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DLT SOLUTIONS	28438	07/27/2020	4853998A	AUTO CAD MAINTENANCE 7/18/20-7/17/21	\$14,674.53
Remit to: HERNDON, VA					<u>FYTD:</u> \$27,801.87
DOLMAGE, CHRISTINE	239891	07/13/2020	2001957.047	RENTAL REFUND BALANCE	\$100.90
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.90
DOOLY, PAOLA	239837	07/06/2020	R20-148513	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PORTLAND, OR					<u>FYTD:</u> \$75.00
DRAYTON, TAMI JANOHNE	28292	07/06/2020	SEP-2019	INSTRUCTOR SERVICES-SOUL LINE DANCING CLASS	\$100.80
		07/06/2020	OCT-2019	INSTRUCTOR SERVICES-SOUL LINE DANCING CLASS	
		07/06/2020	NOV-2019	INSTRUCTOR SERVICES-SOUL LINE DANCING CLASS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$214.20
DUDA, KRISTA	239838	07/06/2020	R20-148280	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: HEMET, CA					<u>FYTD:</u> \$95.00
E.R. BLOCK PLUMBING & HEATING, INC.	28382	07/20/2020	132104	BACKFLOW DEVICE TEST-ZONES D, M, 01, 06, LM-01G, LM-02A & NPDES	\$575.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$29,867.50
EAGLE ONE REAL ESTATE	240004	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,500.00

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EASTERN MUNICIPAL WATER DISTRICT	239814	07/06/2020	JUNE-20 7/06/20	WATER CHARGES	\$862.18
		07/06/2020	MAY-20 7/06/20	WATER CHARGES	
	239826	07/06/2020	070620EMWD	DIRECT PAY EMWD 801 0021 PREPARE PLANS FOR LINE EXT/HOT TAP	\$1,190.00
	239871	07/13/2020	JUNE-20 7/13/20	WATER CHARGES	\$1,219.71
	239954	07/27/2020	29103	PROPERTY DAMAGE-145 PICO VISTA WAY	\$3,894.98
Remit to: LOS ANGELES, CA					FYTD: \$2,252,722.22
ELSWICK, PAT	239979	07/27/2020	R20-149678	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$35.00
Remit to: MORENO VALLEY, CA					FYTD: \$35.00
EMPIRE MOWER	239955	07/27/2020	9527	REPAIR TO EXTRICATION EQUIPMENT-FIRE STATION 91	\$532.81
Remit to: MORENO VALLEY, CA					FYTD: \$4,229.20
ENCO UTILITY SERVICES MORENO VALLEY LLC	28383	07/20/2020	40-408A-11	WA# 40-408A-RANCHO BELAGO PHASE 2	\$4,229.88
		07/20/2020	MFT-2020-44020	METER FEES-TEMPORARY	
		07/20/2020	MFP-2020-44020	METER FEES-REGULAR	
		07/20/2020	C19-01-1119	WA# C19-01-1119-STREETLIGHT REPAIR	
	28440	07/27/2020	40-409B-09	WA# 40-409B-MVU STREETLIGHT RE-NUMBERING	\$713.06
Remit to: ANAHEIM, CA					FYTD: \$5,956,594.78
ENGLISH, DIANE	239980	07/27/2020	2001962.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					FYTD: \$206.20
ESTUDIO HAIR SALON	240005	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00

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EVANS, RAQUEL	239981	07/27/2020	2001965.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.	28384	07/20/2020	JUNE-20 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	\$5,659.52
		07/20/2020	JUNE-20 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG	
Remit to: RIVERSIDE, CA					FYTD: \$68,753.05
FAMILY SERVICE ASSOCIATION	28441	07/27/2020	03-2020-005	SENIOR NUTRITION PROGRAM FY 19/20-JAN-MAR 2020	\$3,825.93
		07/27/2020	04-2020-007B	SENIOR NUTRITIONAL PROGRAM FY 19/20-APRIL 2020	
Remit to: MORENO VALLEY, CA					FYTD: \$520,000.00
FAST SIGNS	239872	07/13/2020	70-41072	FABRICATION AND INSTALLATION-PROJ PEN19-0150, 0151 & 0152	\$1,147.36
Remit to: MORENO VALLEY, CA					FYTD: \$8,021.67
FEHR & PEERS	28442	07/27/2020	138895	SSARP CITYWIDE CITYWIDE PEDESTRIAN SAFETY STUDY	\$4,057.18
Remit to: WALNUT CREEK, CA					FYTD: \$64,680.71
FERRELLGAS LP	239956	07/27/2020	1110864657	PROPANE-BACK UP-CITY YARD	\$2,851.91
		07/27/2020	115976739	PROPANE-BACK UP-CITY YARD	
		07/27/2020	1109168142	PROPANE-BACK UP-CITY YARD	
Remit to: DENVER, CO					FYTD: \$3,439.07
FICTUM, BRIAN	239982	07/27/2020	R20-149463	ANIMAL SERVICES REFUND-PAID LICENSE TOO EARLY	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$125.00
FIELDMAN, ROLAPP & ASSOC.	239957	07/27/2020	25425	BOND TEAM RFP PREPARATION AND REVIEW-6/01-6/30/20	\$543.00
Remit to: IRVINE, CA					FYTD: \$4,698.50

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FIGUEROA, AMBER	239983	07/27/2020	R19-142146	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$75.00
FIRST AMERICAN DATA TREE, LLC	239873	07/13/2020	20027760620	ONLINE SOFTWARE SUBSCRIPTION-JUN 2020	\$99.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$1,287.00
FIRST CHOICE SERVICES	28443	07/27/2020	672364	WATER PURIF UNIT RENTAL-SENIOR CENTER	\$527.85
		07/27/2020	672363	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		07/27/2020	672350	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		07/27/2020	672361	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		07/27/2020	672359	WATER PURIF UNIT RENTAL-FIRE STATION 65	
		07/27/2020	672353	WATER PURIF UNIT RENTAL-CITY YARD	
		07/27/2020	672356	WATER PURIF UNIT RENTAL-FIRE STATION 6	
		07/27/2020	672355	WATER PURIF UNIT RENTAL-FIRE STATION 2	
		07/27/2020	672360	WATER PURIF UNIT RENTAL-FIRE STATION 91	
		07/27/2020	672365	WATER PURIF UNIT RENTAL-TRANS TRAILER	
		07/27/2020	672362	WATER PURIF UNIT RENTAL-LIBRARY	
		07/27/2020	672351	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		07/27/2020	672357	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		07/27/2020	672352	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		07/27/2020	672348	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		07/27/2020	672349	WATER PURIF UNIT RENTAL-ANNEX 1	
		07/27/2020	672354	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		07/27/2020	672358	WATER PURIF UNIT RENTAL-FIRE STATION 58	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$6,862.05
FLORES, MERCEDES	239937	07/20/2020	R20-148431	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00

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FRAGOSO, JONATHON	239984	07/27/2020	R20-146749	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
FREEDOM FOREVER LLC	239839	07/06/2020	BON20-0119	REFUND ON CANCELLED BUILDING PERMIT 28140 WAR ADMIRAL ST	\$262.16
Remit to: TEMECULA, CA					<u>FYTD:</u> \$1,431.68
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	28385	07/20/2020	7002Z183-S-20187	BACKBONE COMMUNICATIONS SERVICE 7/5/20-8/4/20	\$3,779.34
Remit to: ROCHESTER, NY					<u>FYTD:</u> \$45,022.85
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	239958	07/27/2020	081095-5/JULY20	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.60
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$5,027.76
GARCIA, FERNANDO	239840	07/06/2020	2001950.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$940.00
Remit to: MURRIETA, CA					<u>FYTD:</u> \$940.00
GARMAR CARPET	239943	07/20/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,500.00
GEOTEK, INC.	28294	07/06/2020	71562	CIVIC CTR PARK & AMPHITHEATER PROJECT INSPECTION	\$15,600.00
Remit to: CORONA, CA					<u>FYTD:</u> \$21,865.00
GHAZANFARPOUR, NEDA	239841	07/06/2020	R20-148379	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MARINA DEL REY, CA					<u>FYTD:</u> \$95.00

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GLOBAL AUTOMATION SERVICES, INC.	239918	07/20/2020	36345	AC REPAIR-EMERGENCY OPS CENTER	\$8,725.07
Remit to: YUCAIPA, CA					FYTD: \$29,038.47
GRAVES & KING, LLP	28386	07/20/2020	2005-0010166-02	LEGAL SERVICES-CLAIM MV 0010166-INRI TOWING	\$1,518.00
Remit to: RIVERSIDE, CA					FYTD: \$178,785.95
GREENTECH LANDSCAPE, INC.	28345	07/13/2020	49135	LANDSCAPE MAINT-PARKS	\$11,593.00
	28387	07/20/2020	49134	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	\$10,307.47
		07/20/2020	49186	LANDSCAPE MAINT-ZONES 01, 8 & E7	
Remit to: LOS ANGELES, CA					FYTD: \$360,307.31
GROTSKY, KELLY	239892	07/13/2020	R20-147984	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: LA QUINTA, CA					FYTD: \$75.00
HADLEY ENGINEERING	239842	07/06/2020	BSR19-0071	REFUND SB1473 FEE CHARGED IN ERROR-15775 WEDOW DR	\$1.00
Remit to: YUCAIPA, CA					FYTD: \$1.00
HAIR CREATIONS	239900	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
HANSEN, SHANNON	239938	07/20/2020	R20-148805	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: CORONA, CA					FYTD: \$20.00
HARRIS, TRACI	239939	07/20/2020	R20-148657	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: CORONA, CA					FYTD: \$75.00
HARRIS, TY'KIE TIM	239985	07/27/2020	2001972.047	RENTAL REFUND BALANCE	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00

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HASCO HEATING AIR CONDITIONING SERVICE COMPANY	28389	07/20/2020	94572	HVAC REPAIR-COTTONWOOD GOLF CENTER	\$135.00
	28444	07/27/2020	94116	HVAC REPAIR-CONFERENCE & REC. CENTER	\$3,045.00
Remit to: RIVERSIDE, CA					FYTD: \$71,497.09
HDL SOFTWARE LLC	239959	07/27/2020	SIN001694	BUSINESS LICENSE SOFTWARE HOST CHARGES 7/1/20-6/30/21	\$1,980.00
Remit to: BREAA, CA					FYTD: \$23,894.89
HERNANDEZ, EZEQUIEL	239986	07/27/2020	R20-149451	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$54.00
Remit to: MORENO VALLEY, CA					FYTD: \$54.00
HLP, INC.	28346	07/13/2020	18284	WEB LICENSE LICENSE MONTHLY SVC FEE	\$142.80
	28445	07/27/2020	18205	FY 21-CHAMELEON/CMS SOFTWARE ANNUAL SUPPORT/MAINT	\$10,344.00
Remit to: LITTLETON, CO					FYTD: \$43,265.00
HR GREEN PACIFIC INC.	28447	07/27/2020	135648	ON-CALL TRAFFIC ENGINEERING SERVICES	\$6,520.09
Remit to: DES MOINES, IA					FYTD: \$230,364.32
HUGHES NETWORK SYSTEMS, LLC	239919	07/20/2020	B1-362228728	INTERNET SVCS 6/30-7/30/20	\$92.34
Remit to: CHICAGO, IL					FYTD: \$1,200.42
HYLAND SOFTWARE, INC. (FMRLY SIRE TECHNOLOGIES)	28296	07/06/2020	LE01-153686	SIRE SOFTWARE QTRLY MAINT 8/1/20-10/31/20	\$6,270.25
Remit to: WESTLAKE, OH					FYTD: \$30,985.97

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
INLAND EMPIRE PROPERTY SERVICE, INC	28297	07/06/2020	191006	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 486-260-005	\$7,876.00
		07/06/2020	191174	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 486-570-010 FALL	
		07/06/2020	191086	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 264-175-006	
		07/06/2020	191130	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 481-230-054	
		07/06/2020	191096	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 479-120-027	
		07/06/2020	191173	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 486-240-011 FALL	
		07/06/2020	191103	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 473-230-009	
Remit to: MORENO VALLEY, CA					FYTD: \$245,272.32
INLAND FOUNDATION ENGINEERING, INC	28391	07/20/2020	18423	DAY STREET LINE EXTENSION PROJECT-JUNE 2020	\$6,823.50
Remit to: SAN JACINTO, CA					FYTD: \$47,138.13
INLAND OVERHEAD DOOR COMPANY	28392	07/20/2020	45433	ROLL UP DOOR REPAIR-FIRE STATION	\$250.00
Remit to: COLTON, CA					FYTD: \$54,827.38
INTEGRITY INSURANCE & TAX SERVICE	239901	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
J P ELECTRICAL CONSTRUCTION	239843	07/06/2020	BOE20-0123	REFUND ON CANCELLED BUILDING PERMIT 12151 DEERWOOD LN	\$191.52
Remit to: MONTCLAIR, CA					FYTD: \$191.52

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JITTERZ GOURMET COFFEE	28298	07/06/2020	JUNE 26, 2020	SENIOR EATS PROGRAM-6/22-6/26/20	\$4,050.00
	28348	07/13/2020	JULY 3, 2020	SENIOR EATS PROGRAM-6/29-7/03/20	\$4,050.00
	28393	07/20/2020	JULY 10, 2020	SENIOR EATS PROGRAM-7/06-7/10/20	\$4,050.00
	28449	07/27/2020	JULY 17, 2020	SENIOR EATS PROGRAM-7/13-7/17/20	\$4,050.00
Remit to: REDLANDS, CA					FYTD: \$35,865.00
JTB SUPPLY CO., INC.	28299	07/06/2020	107582	TRAFFIC SIGNAL MAINT SUPPLIES	\$1,482.30
Remit to: ORANGE, CA					FYTD: \$127,275.75
JVS RESTAURANTS DBA LOS ZAPATAS MEXICAN RESTAURANT	28300	07/06/2020	JUNE 26, 2020	SENIOR EATS PROGRAM-6/22-6/26/20	\$3,825.00
	28349	07/13/2020	JULY 3, 2020	SENIOR EATS PROGRAM-6/29-7/03/20	\$3,825.00
	28394	07/20/2020	JULY 10, 2020	SENIOR EATS PROGRAM-7/06-7/10/20	\$3,825.00
	28450	07/27/2020	JULY 17, 2020	SENIOR EATS PROGRAM-7/13-7/17/20	\$3,825.00
Remit to: MORENO VALLEY, CA					FYTD: \$34,425.00
KEYSER MARSTON ASSOCIATES, INC.	28350	07/13/2020	0034724	PROFESSIONAL SERVICES-COURTYARDS AT COTTONWOOD-JUNE 20	\$2,312.50
Remit to: SAN RAFAEL, CA					FYTD: \$13,062.50
KIMLEY-HORN & ASSOC., INC.	28301	07/06/2020	16705204	808 0019/0020 ROAD SAFETY AUDIT	\$2,813.91
	28451	07/27/2020	16941756	ROAD SAFETY AUDIT	\$4,099.33
Remit to: LOS ANGELES, CA					FYTD: \$40,999.78
KOHUTEK, GERALD	239844	07/06/2020	0376834	REFUND-GRADING AND EROSION CONTROL SECURITY DEP-PA11-0043	\$15,000.00
Remit to: RIVERSIDE, CA					FYTD: \$15,000.00

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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>
KONICA MINOLTA BUSINESS SOLUTIONS, USA	28351	07/13/2020	9006916900	COPIER USAGE-JUNE 2020	\$128.20
	28395	07/20/2020 07/20/2020	35828931 35680207-C1	COPIER LEASE-CITY CLERK-JULY 2020 COPIER LEASE-CITY WIDE-JULY 2020	\$11,064.12
Remit to: PASADENA, CA					FYTD: \$124,872.47
KTU+A	28352	07/13/2020	32166	CONSULTING SVCS-DRACAEA NEIGHBORHOOD GREENWAY	\$24,520.42
		07/13/2020	32159	CONSULTING SVCS-DRACAEA NEIGHBORHOOD GREENWAY	
Remit to: SAN DIEGO, CA					FYTD: \$57,298.91
LA BELLA DIVA HAIR THERAPY CENTER & SALON	240007	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
LEIVAS, INC. DBA. LEIVAS LIGHTING	28452	07/27/2020	1010476	LANDSCAPE MAINT-ZONES M, E-7, 01, 02 & 03	\$450.00
Remit to: RIVERSIDE, CA					FYTD: \$56,572.27
LEMUS, LUCILLE	239940	07/20/2020	R20-147839	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SANTA ANA, CA					FYTD: \$95.00
LEVEL 3 COMMUNICATIONS/FORMERLY TW TELCOM	28302	07/06/2020	120669246	LOCAL/LONG DISTANCE CALLS 6/17-7/16/20	\$6,284.48
		07/06/2020	120669246(a.)	INTERNET & DATA SVCS 6/17-7/16/20	
	28453	07/27/2020	130922408	LOCAL/LONG DISTANCE CALLS 7/17-8/16/20	\$6,174.90
		07/27/2020	130922408(a)	INTERNET & DATA SVCS 7/17-8/16/20	
Remit to: BROOMFIELD, CO					FYTD: \$79,734.88

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LEXISNEXIS PRACTICE MANAGEMENT	28396	07/20/2020	3092730963	LEGAL RESEARCH TOOLS-JUNE 2020	\$1,104.00
Remit to: CHICAGO, IL					FYTD: \$15,270.00
LIEBERT, CASSIDY, WHITMORE	239960	07/27/2020	1499972	LEGAL SERVICES-MO140-00001	\$1,073.00
Remit to: LOS ANGELES, CA					FYTD: \$7,328.00
LLAMAS REAL ESTATE	239902	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
LOMAX, LINDA	239845	07/06/2020	B01604	OVERPAYMENT OF ADMIN CITE #B01604	\$307.16
Remit to: MORENO VALLEY, CA					FYTD: \$307.16
LSA ASSOCIATES, INC.	239921	07/20/2020	172931	RANCHO VERDE PARK SITE ASSESSMENT	\$405.00
Remit to: IRVINE, CA					FYTD: \$4,651.65
LYONS SECURITY SERVICE, INC.	28303	07/06/2020	28032	SECURITY GUARD SVCS-CONF & REC CTR-MAY 2020	\$6,772.15
	28353	07/13/2020	28054	SECURITY GUARD SVCS-CONF & REC CTR-MAY 2020-COVID 19	\$20,945.95
		07/13/2020	28080	SECURITY GUARD SVCS-CITY HALL-JUNE 2020	
		07/13/2020	28082	SECURITY GUARD SVCS-LIBRARY-JUNE 2020	
		07/13/2020	28106	SECURITY GUARD SVCS-CONF & REC CTR-JUNE 2020-COVID-19	
	28397	07/20/2020	28081	SECURITY GUARD SVCS-CONF & REC CTR-JUNE 2020	\$7,745.28
		07/20/2020	28104	SECURITY GUARD SVCS-CITY HALL-JUNE 20-COVID-19	
Remit to: ANAHEIM, CA					FYTD: \$217,521.11
MANDELL MUNICIPAL COUNSELING	239922	07/20/2020	JUN-2020	LEGAL SERVICES FOR SPECIAL FINANCING DISTRICTS	\$180.00
Remit to: LOS ANGELES, CA					FYTD: \$3,294.00

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MARCH JOINT POWERS AUTHORITY	239815	07/06/2020	50224	GAS CHARGES-M.A.R.B. BUILDING 938-MAY20	\$47.57
		07/06/2020	50221	GAS CHARGES-M.A.R.B. BUILDING 823-MAY20	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,027.35
MARGARITAS GRILL RESTAURANT & CATERING, LLC	239816	07/06/2020	WEEK 6-SR. EATS	SENIOR EATS PROGRAM 6/22-6/26/20	\$3,870.00
	239874	07/13/2020	JULY 3, 2020	SENIOR EATS PROGRAM-6/29-7/03/20	\$3,915.00
	239923	07/20/2020	JULY 10, 2020	SENIOR EATS PROGRAM-7/06-7/10/20	\$4,050.00
	239961	07/27/2020	JULY 17, 2020	SENIOR EATS PROGRAM 7/13-7/17/20	\$4,050.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$35,179.00

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MARIPOSA LANDSCAPES, INC.	28354	07/13/2020	89643	LANDSCAPE EXTRA WORK-JUN20-NPDES WQB/IRRIGATION REPAIRS	\$17,525.15
		07/13/2020	89617	LANDSCAPE EXTRA WORK-JUN20-ZONE 02/IRRIGATION REPAIRS	
		07/13/2020	89522	LANDSCAPE MAINT.-NPDES WQB-JUN. 2020	
		07/13/2020	89571	LANDSCAPE MAINT.-SD LMD ZONE 02-JUN. 2020	

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MARIPOSA LANDSCAPES, INC.	28398	07/20/2020	89587	LANDSCAPE MAINT.-MORENO BEACH ELECTRIC SUBSTATION-JUN20	
		07/20/2020	89591	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-JUN20	
		07/20/2020	89166	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-MAY20	
		07/20/2020	89187	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-MAY20	
		07/20/2020	89186	LANDSCAPE MAINT.-VETERANS MEMORIAL-MAY20	
		07/20/2020	89185	LANDSCAPE MAINT.-ANNEX 1-MAY20	
		07/20/2020	89184	LANDSCAPE MAINT.-CITY HALL-MAY20	
		07/20/2020	89181	LANDSCAPE MAINT.-SENIOR CENTER-MAY20	
		07/20/2020	89173	LANDSCAPE MAINT.-AQUEDUCT/SCE AND OLD LAKE DRIVE-MAY20	
		07/20/2020	89176	LANDSCAPE MAINT.-CITY YARD-MAY20	
		07/20/2020	89597	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-JUN20	
		07/20/2020	89183	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-MAY20	
		07/20/2020	89180	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-MAY20	
		07/20/2020	89164	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-MAY20	
		07/20/2020	89177	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-MAY20	
		07/20/2020	89175	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-MAY20	
		07/20/2020	89174	LANDSCAPE MAINT.-ANIMAL SHELTER-MAY20	
		07/20/2020	89172	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-MAY20	
		07/20/2020	89171	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-MAY20	
		07/20/2020	89170	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-MAY20	
		07/20/2020	89169	LANDSCAPE MAINT.-NORTH AQUEDUCT-MAY20	
		07/20/2020	89168	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-MAY20	
		07/20/2020	89167	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-MAY20	
		07/20/2020	89179	LANDSCAPE MAINT.-LIBRARY-MAY20	

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MARIPOSA LANDSCAPES, INC.	28398	07/20/2020	89165	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-MAY20	\$19,105.16

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MARIPOSA LANDSCAPES, INC.	28455	07/27/2020	89574	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-JUN20	\$22,264.83
		07/27/2020	89588	LANDSCAPE MAINT.-LIBRARY-JUN20	
		07/27/2020	89576	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-JUN20	
		07/27/2020	89590	LANDSCAPE MAINT.-SENIOR CENTER-JUN20	
		07/27/2020	89575	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-JUN20	
		07/27/2020	89593	LANDSCAPE MAINT.-CITY HALL-JUN20	
		07/27/2020	89595	LANDSCAPE MAINT.-VETERANS MEMORIAL-JUN20	
		07/27/2020	89598	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/FAY TO GENTIAN-JUN20	
		07/27/2020	89577	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-JUN20	
		07/27/2020	89398	LANDSCAPE EXTRA WORK-JUN20-ZONE 02/CLEAR VEGETATION FROM DRAIN	
		07/27/2020	89586	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-JUN20	
		07/27/2020	89589	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-JUN20	
		07/27/2020	89594	LANDSCAPE MAINT.-ANNEX 1-JUN20	
		07/27/2020	89584	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-JUN20	
		07/27/2020	89583	LANDSCAPE MAINT.-ANIMAL SHELTER-JUN20	
		07/27/2020	89582	LANDSCAPE MAINT.-AQUEDUCT/SCE AND OLD LAKE DRIVE-JUN20	
		07/27/2020	89581	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-JUN20	
		07/27/2020	89580	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-JUN20	
		07/27/2020	89579	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-JUN20	
		07/27/2020	89578	LANDSCAPE MAINT.-NORTH AQUEDUCT-JUN20	
		07/27/2020	89592	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-JUN20	
		07/27/2020	89573	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-JUN20	
		07/27/2020	89585	LANDSCAPE MAINT.-CITY YARD-JUN20	
		07/27/2020	89596	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-JUN20	

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Remit to: IRWINDALE, CA					FYTD: \$575,238.90
MATHENEY, NICOLE	239987	07/27/2020	2001967.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
MATICH CORPORATION	239817	07/06/2020	169829	ASPHALTIC MATERIALS	\$2,524.17
		07/06/2020	169758	ASPHALTIC MATERIALS	
Remit to: HIGHLAND, CA					FYTD: \$10,776.09
MATICH, CELESTE	239893	07/13/2020	R20-147845	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
	239988	07/27/2020	R20-147845	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: WEST HILLS, CA					FYTD: \$95.00
MC BARBER & BTY SUPPLY, LLC	239903	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
MCCAIN TRAFFIC SUPPLY	239818	07/06/2020	INV0250335	TRAFFIC SIGNAL EQUIPMENT	\$2,942.66
Remit to: VISTA, CA					FYTD: \$492,064.17
MCCLAIN, MELISSA	28304	07/06/2020	REIMB REQ-4/29	REIMBURSEMENT FOR MISC. TRAVEL EXPENSES/JAN.-MAR. 2020 EVENTS	\$482.17
Remit to: APPLE VALLEY, CA					FYTD: \$5,405.12

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MERCHANTS BUILDING MAINTENANCE, LLC.	28355	07/13/2020	588181	DAY PORTER SERVICES FOR ENHANCED COVID-19 CLEANING-JUN. 2020	\$17,461.62
		07/13/2020	587477	REFILL OF COVID-19 DISINFECTANT - VIREX	
		07/13/2020	587476	EMERGENCY CARPET EXTRACTION & CLEANING ON 6/10/20 AT ANNEX 1	
	28399	07/13/2020	587527	COVID-19 DISINFECTANT CLEANING SERVICES-CITY HALL & CRC 6/24/20	\$2,303.00
		07/20/2020	585859	LAUNDRY ROOM CARPET CLEANING REQUEST-FIRE STATION 2	
		07/20/2020	589589	SUNNYMEAD MIDDLE SCHOOL CLEANING SERVICES/NOV. 2019-MAR. 2020	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$449,990.95

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MERCHANTS LANDSCAPE SERVICES INC	28305	07/06/2020	56191	IRRIGATION REPAIRS-ZONE 03-MAY 2020	\$21,283.61
		07/06/2020	56201	LANDSCAPE EXTRA WORK-MAY20-ZONE 07-REMOVE/INSTALL BACKFLOW CAGES	
		07/06/2020	56198	LANDSCAPE EXTRA WORK-MAY20-ZONE 04/MAINT. CLEANUP-IRIS MEDIANS	
		07/06/2020	56196	LANDSCAPE EXTRA WORK-MAY20-ZONE 03/GRASS SEED PLANTING	
		07/06/2020	56195	LANDSCAPE EXTRA WORK-MAY20-ZONE 03-REMOVE/INSTALL BACKFLOW CAGES	
		07/06/2020	56193	IRRIGATION REPAIRS-ZONE 05-MAY 2020	
		07/06/2020	56192	IRRIGATION REPAIRS-ZONE 04-MAY 2020	
		07/06/2020	56194	IRRIGATION REPAIRS-ZONE 07-MAY 2020	
	28400	07/20/2020	56377	IRRIGATION REPAIRS-ZONE 04-JUN. 2020	\$6,908.42
		07/20/2020	56380	ADDTL. WORK-JUN20-CIP ZONE E-8-REMOVE/INSTALL NEW BACKFLOW CAGE	
	07/20/2020	56379	IRRIGATION REPAIRS-ZONE 03-JUN. 2020		
	07/20/2020	56378	ADDTL. WORK-JUN20-CIP ZONE 05-REMOVE/INSTALL NEW BACKFLOW CAGES		
Remit to: MONTEREY PARK, CA					FYTD: \$768,012.55
MGT OF AMERICA, LLC	28401	07/20/2020	37990	FEMA CLAIMING ADVISORY AND MANAGEMENT SERVICES	\$5,950.00
	239909	07/13/2020	38001	FULL COST ALLOCATION PLAN SERVICES	\$9,625.00
Remit to: TAMPA, FL					FYTD: \$15,575.00
MIZAR BOUTIQUE	239904	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00

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MONTOYA, NURIA	239941	07/20/2020	R20-148342	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00
MORENO VALLEY MALL HOLDING, LLC	28456	07/27/2020	AUG. 2020 RENT	AUGUST 2020 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					FYTD: \$89,369.02
MORENO VALLEY TOW & RADIATOR	239875	07/13/2020	10593	EVIDENCE TOWING FOR PD	\$1,068.75
Remit to: MORENO VALLEY, CA					FYTD: \$7,934.25
MORENO VALLEY UNIFIED SCHOOL DISTRICT	239876	07/13/2020	INV20-00067	BUS TRANSPORTATION CHARGES-AUG. 2019-A CHILD'S PLACE FIELD TRIP	\$4,755.00
		07/13/2020	INV20-00042	BUS TRANSPORTATION CHARGES-JUL. 2019-A CHILD'S PLACE FIELD TRIPS	
	239962	07/27/2020	INV20-00068	TRANSPORTATION CHARGES-AUG. 2019-VALLEY CAMP FIELD TRIP	\$6,945.00
		07/27/2020	INV20-00043	TRANSPORTATION CHARGES-JUL. 2019-VALLEY CAMP FIELD TRIPS	
Remit to: MORENO VALLEY, CA					FYTD: \$20,285.00
MOTA DE VALADEZ, ESTELA	239989	07/27/2020	R20-149523	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$54.00
Remit to: MORENO VALLEY, CA					FYTD: \$54.00
MOTE, STEVE	239846	07/06/2020	BOC20-0022	REFUND ON CANCELLED BUILDING PERMIT 28492 PEAR BLOSSOM	\$192.08
Remit to: MORENO VALLEY, CA					FYTD: \$192.08

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MOVAL ENTERPRISES INC. DBA MARINAJ CATERING	28306	07/06/2020	WEEK 6-SR. EATS	SENIOR EATS PROGRAM 6/22-6/26/20	\$3,600.00
	28357	07/13/2020	JULY 3, 2020	SENIOR EATS PROGRAM-6/29-7/03/20	\$3,600.00
	28402	07/20/2020	JULY 10, 2020	SENIOR EATS PROGRAM-7/06-7/10/20	\$3,600.00
	28457	07/27/2020	JULY 17, 2020	SENIOR EATS PROGRAM 7/13-7/17/20	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$32,310.00
NBS GOVERNMENT FINANCE GROUP	28307	07/06/2020	520000117	CONSULTING SERVICES-BOUNDARY MAP PREPARATION	\$800.00
		07/06/2020	520000116	CONSULTING SERVICES-BOUNDARY MAP PREPARATION	
Remit to: TEMECULA, CA					FYTD: \$23,455.00
NEELY, DAVID	239847	07/06/2020	R20-148120	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SAN BERNARDINO, CA					FYTD: \$95.00
NETRONIX INTEGRATION	28403	07/20/2020	S35510.01	CARD READER REPAIR-SENIOR CENTER	\$750.00
		07/20/2020	S35511.01	CARD READER REPAIR-ANIMAL SHELTER	
Remit to: SAN JOSE, CA					FYTD: \$43,311.40
NEW HORIZON MOBILE HOME PARK	28308	07/06/2020	FEB-JUNE 2020	REFUND FOR UUT FEB THRU JUNE 2020	\$35.19
Remit to: LOS ANGELES, CA					FYTD: \$41.28
NICHOLSON, KRYSTAL	239894	07/13/2020	2001958.047	RENTAL REFUND BALANCE	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00

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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>
NPG INC, DBA GOLDSTAR ASPHALT PRODUCTS	28309	07/06/2020	15757	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	\$117.66
	28358	07/13/2020	15872	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	\$117.66
	28458	07/27/2020	1118906	CRACK SEAL, SEAL COAT, & STRIPE AT VARIOUS PARKS	\$14,202.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$25,478.25
O'CONNELL, TIM	239895	07/13/2020	R20-149321	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$28.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$28.00
OUR PLACE RESTAURANT	239990	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,500.00
OVERLAND PACIFIC & CUTLER, LLC	28404	07/20/2020	2006242	RIGHT OF WAY CONSULTING SERVICES	\$562.50
	28459	07/27/2020	2004210	ON-CALL RIGHT OF WAY SERVICES	\$100.00
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$20,152.40
PACIFIC TELEMAGEMENT SERVICES	28310	07/06/2020	2046071	PAY PHONE SERVICES-JUL 2020	\$125.28
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$1,954.37
PAM'S DONUTS	240008	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,500.00
PAPA JOE'S PIZZA SPORTS BAR	239944	07/20/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,500.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
PEDLEY SQUARE VETERINARY CLINIC	28407	07/20/2020	JUN-2020	VETERINARY SERVICES-MV ANIMAL SHELTER	\$6,382.79
Remit to: RIVERSIDE, CA					FYTD: \$149,102.83
PERCEPTIVE ENTERPRISES, INC.	28408	07/20/2020	3631	PROFESSIONAL DBE CONSULTING SERVICES	\$5,460.00
Remit to: LOS ANGELES, CA					FYTD: \$35,925.00
PEREA, ERNEST	239991	07/27/2020	R20-146815	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00
PEREZ, CHRISTIAN	239848	07/06/2020	2001953.047	RENTAL REFUND BALANCE	\$30.00
Remit to: MORENO VALLEY, CA					FYTD: \$30.00
PEREZ, GLORIA	239992	07/27/2020	2001964.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					FYTD: \$206.20
PERMA	28409	07/20/2020	MV2070-SETTLEMNT	LIABILITY CLAIM SETTLEMENT-MV2070-B.ESTRADA	\$12,207.86
		07/20/2020	MV1819-SETTLEMNT	LIABILITY CLAIM SETTLEMENT-MV1819-A. WHITE	
Remit to: PALM DESERT, CA					FYTD: \$830,472.56
PETTY CASH - FINANCE	239827	07/06/2020	MAY-JUN 2020	PETTY CASH FUND REPLENISHMENT	\$606.11
Remit to: MORENO VALLEY, CA					FYTD: \$8,990.11
PHEARLESS, BURLESON PORTIA	239905	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00

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PRESS ENTERPRISE/CALIFORNIA NEWSPAPERS PARTNERSHIP	239963	07/27/2020	0011382017A	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0074	\$262.80
		07/27/2020	0011378047	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0066	
Remit to: COLORADO SPRINGS, CO					<u>FYTD:</u> \$9,149.63
PROFESSIONAL COMMUNICATIONS NETWORK PCN	239819	07/06/2020	157100212	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$1,034.62
		07/06/2020	157200225	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,434.59

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PRUDENTIAL OVERALL SUPPLY	28311	07/06/2020	23007038	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	\$124.01
		07/06/2020	22917724	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		07/06/2020	23010532	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		07/06/2020	22917728	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		07/06/2020	23007042	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
	28359	07/06/2020	22917725	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	\$197.72
		07/13/2020	22917717	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		07/13/2020	22917718	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		07/13/2020	22917715	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		07/13/2020	23014009	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		07/13/2020	23014021	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		07/13/2020	23014011	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		07/13/2020	23014012	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		07/13/2020	23014015	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		07/13/2020	23014017	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		07/13/2020	23010543	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		07/13/2020	23010539	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
28410	07/13/2020	23014016	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	\$34.46	
	07/20/2020	23014010	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF		

Remit to: RIVERSIDE, CA

FYTD: \$19,845.58

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PSOMAS	28411	07/20/2020	163174	801 0073 - JUAN BAUTISTA TRAIL ATP-2	\$14,484.47
		07/20/2020	164237	CONSULTANT SURVEYING SERVICES-DAY STREET LINE EXTENSION PROJECT	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$209,604.00
RAMSEY, MARJORIE	239849	07/06/2020	R20-149053	ANIMAL SERVICES REFUND-PAID 3 YR LICENSE, RABIES GOOD FOR 1 YR	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
RAPHA MINISTRIES	239942	07/20/2020	2001951.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$1,620.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,620.00
READY, JOHN	239850	07/06/2020	R20-147645	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$75.00
RIGHTWAY SITE SERVICES, INC.	239820	07/06/2020	265047	PORTABLE RESTROOMS/WASH STATIONS FOR CRC-FARMERS MARKET/COVID-19	\$566.06
		07/06/2020	264680	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	
	239925	07/20/2020	264681	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CENTER	\$433.55
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$24,470.63
RIPPLEMS	239906	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,500.00
RIVERA, EDWARD	239851	07/06/2020	R20-149046	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00

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RIVERSIDE COUNTY DEPARTMENT OF HEALTH	239878	07/13/2020	HS0000006621	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$50.00
Remit to: RIVERSIDE, CA					FYTD: \$1,150.00
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	28461	07/27/2020	1153	SART EXAMS BILLING FOR PD - JUN. 2020	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$38,000.00
ROADPOST USA INC DBA BLUECOSMO	28462	07/27/2020	BU01236712	SATELLITE PHONE SERVICE PLAN-FIRE	\$548.00
Remit to: SEATTLE, WA					FYTD: \$6,050.00
ROBERT'S FINE ART & FRAMING	239993	07/27/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
ROBERTSON, LETHE	239994	07/27/2020	2001966.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					FYTD: \$206.20
ROGERS, ANDERSON, MALODY & SCOTT, LLP	28412	07/20/2020	63773	AUDIT SERVICES FOR FY ENDING 6/30/20 - JUNE 2020 BILLING	\$8,000.00
Remit to: SAN BERNARDINO, CA					FYTD: \$19,100.00
ROXY'S NAILS	239907	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
RSG, INC	28413	07/20/2020	I006324	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES- JUN. 2020	\$3,598.75
Remit to: IRVINE, CA					FYTD: \$30,125.75

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SAFEWAY SIGN CO.	28312	07/06/2020	50220	TRAFFIC SIGNS/HARDWARE	\$800.81
Remit to: ADELANTO, CA					<u>FYTD:</u> \$51,951.93
SALDANA, MARTHA	239995	07/27/2020	2001963.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$206.20
SALVATION ARMY	28463	07/27/2020	4 / MAY-JUN 2020	CDBG SUBGRANTEE PAYMENT-INTERIM ASSIST./HOMELESS TO WORK PROGRAM	\$14,165.67
		07/27/2020	ESG 1920 - 2	SUBGRANTEE PAYMENT-ESG/STREET OUTREACH-HOMELESS TO WORK PROGRAM	
		07/27/2020	3 / APR-MAY 2020	CDBG SUBGRANTEE PAYMENT-INTERIM ASSIST./HOMELESS TO WORK PROGRAM	
		07/27/2020	ESG 1920 - 1	SUBGRANTEE PAYMENT-ESG/STREET OUTREACH-HOMELESS TO WORK PROGRAM	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$165,488.77
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	28414	07/20/2020	110551	FIRE EXTINGUISHER SERVICE/HYDRO TEST, ETC.-CONFERENCE & REC CTR.	\$82.88
	28464	07/27/2020	109519	FIRE SYSTEM EQUIPMENT REPAIR-FIRE STATION 6	\$1,504.50
		07/27/2020	109518	FIRE EQUIPMENT REPAIR-FIRE STATION 65	
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$13,076.61
SEA BRIGHT SOLAR INC	239852	07/06/2020	BON20-0311	OVERPAYMENT ON BUILDING PERMIT 10292 PENGUIN CT	\$14.30
Remit to: REDLANDS, CA					<u>FYTD:</u> \$14.30
SEARLE CREATIVE GROUP, LLC	28415	07/20/2020	20255	WEBSITE HOSTING & MAINTENANCE-JUN. 2020	\$600.00
Remit to: VENTURA, CA					<u>FYTD:</u> \$6,911.50

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SEDGWICK CLAIMS MANAGEMENT SERVICES INC	28465	07/27/2020	BRS-0019407	RISK MANAGEMENT CONSULTING SERVICES-JUN. 2020	\$2,640.00
		07/27/2020	BRS-0019379	RISK MANAGEMENT CONSULTING SERVICES-MAY 2020	
Remit to: MEMPHIS, TN					FYTD: \$11,880.00
SEMI & NEW THRIFT STORE	239908	07/13/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
SHAGOIA SERVICES, INC.	239945	07/20/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	239926	07/20/2020	100672851-001	LANDSCAPE TOOLS FOR PARKS MAINTENANCE	\$616.45
Remit to: CHICAGO, IL					FYTD: \$16,379.24
SKY TRAILS MOBILE VILLAGE	28313	07/06/2020	FEB-JUN 2020	REFUND FOR UUT	\$79.81
Remit to: LOS ANGELES, CA					FYTD: \$93.02
SNST ENTERPRISE INC. DBA OISHII SUSHI AND TERIYAKI	28314	07/06/2020	WEEK 6-SR. EATS	SENIOR EATS PROGRAM 6/22-6/26/20	\$3,600.00
	28360	07/13/2020	JULY 3, 2020	SENIOR EATS PROGRAM-6/29-7/03/20	\$3,600.00
	28416	07/20/2020	JULY 10, 2020	SENIOR EATS PROGRAM-7/06-7/10/20	\$3,600.00
	28466	07/27/2020	JULY 17, 2020	SENIOR EATS PROGRAM 7/13-7/17/20	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$32,985.00
SOLARMAX RENEWABLE ENERGY PROVIDER INC	239853	07/06/2020	BON19-1381	REFUND ON CANCELLED BUILDING PERMIT 24610 CAROLYN AVE	\$262.16
	239854	07/06/2020	BOE19-0510	REFUND ON CANCELLED BUILDING PERMIT 24610 CAROLYN AVE	\$191.52
Remit to: RIVERSIDE, CA					FYTD: \$453.68

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SOLCIUS LLC	239855	07/06/2020	BON19-1246	REFUND ON CANCELLED BUILDING PERMIT 14637 ROSEA CT	\$262.16
Remit to: PROVO, UT					FYTD: \$530.32
SOUTHERN CALIFORNIA EDISON	239822	07/06/2020	JUN-20 7/6/20	ELECTRICITY CHARGES	\$6,319.62
	239879	07/13/2020	JUN-20 7/13/20	ELECTRICITY CHARGES	\$8,933.72
	239964	07/27/2020	JUN-20 7/27/20	ELECTRICITY CHARGES	\$21,834.96
Remit to: ROSEMEAD, CA					FYTD: \$2,650,715.93
SOUTHERN CALIFORNIA GAS CO.	239880	07/13/2020	JUN-2020	GAS CHARGES	\$4,226.36
Remit to: MONTEREY PARK, CA					FYTD: \$85,107.90
STANDARD INSURANCE CO	239912	07/15/2020	200701	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,263.16
Remit to: PORTLAND, OR					FYTD: \$16,262.30
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	28315	07/06/2020	16590354	ALARM SYSTEM MONITORING-MARCH FIELD PARK COMMUNITY CTR/JUL-SEP19	\$599.98
		07/06/2020	17442365	ALARM SYSTEM MONITORING-EOC/JUN 2020	
		07/06/2020	16581098	ALARM SYSTEM MONITORING-EMPL. RESOURCE CENTER/JUL 2019	
		07/06/2020	16578765	ALARM SYSTEM MONITORING-TOWNGATE COMMUNITY CENTER/JUL-SEP 2019	
		07/06/2020	17466404	ALARM SYSTEM MONITORING-EMPL. RESOURCE CENTER/JUN 2020	
		07/06/2020	17451964	ALARM SYSTEM MONITORING-FIRE STATION 99/JUN 2020	
	28361	07/13/2020	17459166	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-JUN 2020	\$1,181.00
Remit to: PALATINE, IL					FYTD: \$65,654.54

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



City of Moreno Valley
Payment Register
For Period 7/1/2020 through 7/31/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
STATE BOARD OF EQUALIZATION 1	28526	07/31/2020	2ND QTR 2020	SALES & USE TAX REPORT FOR THE QUARTER ENDING 6/30/20	\$1,097.00
Remit to: SACRAMENTO, CA					FYTD: \$77,725.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	239881	07/13/2020	455786	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-JUN. 2020	\$35.00
	239882	07/13/2020	456514	LIVE SCAN FINGERPRINTING APPS FOR PD-JUN. 2020	\$196.00
	239928	07/20/2020	456650 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-JUN 2020	\$64.00
		07/20/2020	452357 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-MAY 2020	
Remit to: SACRAMENTO, CA					FYTD: \$42,539.00
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	28362	07/13/2020	43368	TRANSCRIPTION SERVICES FOR PD-JUN. 2020	\$58.59
Remit to: CORONA, CA					FYTD: \$14,464.89
STEPHEN H BADGETT CONSULTING LLC	28363	07/13/2020	MVU-017	CONSULTING SERVICES-REVIEW SCOPE OF WORK ON RFI'S/JUN 2020	\$4,418.75
Remit to: MURRIETA, CA					FYTD: \$39,112.50
STEWART TITLE OF CALIFORNIA, INC	239996	07/27/2020	128019	REFUND-OVERPAYMENT OF DEMAND-ESCROW W640282	\$300.00
Remit to: SAN DIEGO, CA					FYTD: \$300.00

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



**City of Moreno Valley
Payment Register
For Period 7/1/2020 through 7/31/2020**

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>
STRADLING, YOCCA, CARLSON & RAUTH	28467	07/27/2020	365765-0004	LEGAL SERVICES-EUCALYPTUS GROVE MATTER-JUN. 2020	\$9,224.77
		07/27/2020	365759-0044	LEGAL SERVICES-JUN20/JUDICIAL FORECLOSURE-CFD 87-1 IMPRV. AREA 1	
		07/27/2020	365763-0000	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTERS-JUN. 2020	
		07/27/2020	365764-0003	LEGAL SERVICES-COTTONWOOD MATTER-JUN. 2020	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$65,508.50
SUNERGY CONSTRUCTION INC	239856	07/06/2020	BON20-0168	REFUND ON CANCELLED BUILDING PERMIT 11920 VENETIAN DR	\$262.16
Remit to: CORONA, CA					<u>FYTD:</u> \$262.16
SUNNYMEAD ACE HARDWARE	239823	07/06/2020	87446	MISC SUPPLIES FOR FIRE STATION	\$72.62
	239929	07/20/2020	87559	CREDIT FOR ITEM RETURNED - FIRE STATION 2	\$38.29
		07/20/2020	87558	MISC SUPPLIES FOR FIRE STATION 2	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,030.70
SUNNYMEAD ANIMAL HOSPITAL	239883	07/13/2020	60805	VETERINARY SERVICES FOR MV POLICE PATROL K-9	\$128.11
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,025.82
SUNRUN INSTALLATION SERVICES INC	239857	07/06/2020	BON19-0909	REFUND ON CANCELLED BUILDING PERMIT 12216 TIMLICO CT	\$262.16
Remit to: REDLANDS, CA					<u>FYTD:</u> \$453.68
TAPIA, ALFA	239858	07/06/2020	2001955.047	SENIOR CTR. RENTAL REFUND	\$1,579.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,579.00
TESLA ENERGY OPERATIONS INC	239859	07/06/2020	REFUNDS 6/18/20	REFUND ON CANCELLED BUILDING PERMITS	\$1,975.68
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,762.16

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



City of Moreno Valley
Payment Register
For Period 7/1/2020 through 7/31/2020

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>
THE CUPCAKE & ESPRESSO BAR	239824	07/06/2020	JUNE 26, 2020	SENIOR EATS PROGRAM-6/22-6/26/20	\$3,825.00
	239884	07/13/2020	JULY 3, 2020	SENIOR EATS PROGRAM-6/29-7/03/20	\$3,825.00
	239931	07/20/2020	JULY 10, 2020	SENIOR EATS PROGRAM-7/06-7/10/20	\$3,825.00
	239968	07/27/2020	JULY 17, 2020	SENIOR EATS PROGRAM-7/13-7/17/20	\$3,825.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$38,425.00
THE HOME DEPOT	239860	07/06/2020	BOC19-0450	REFUND ON CANCELLED BUILDING PERMIT 23724 SUNCREST AVE	\$292.64
	239861	07/06/2020	BOC20-0155	REFUND ON CANCELLED BUILDING PERMIT 11118 MOUNTAIN CREST DR	\$574.88
Remit to: POWAY, CA					<u>FYTD:</u> \$1,725.34
THE PALM HOUSE LLC DBA WOODY'S BREWHOUSE	28317	07/06/2020	WEEK 6-SR. EATS	SENIOR EATS PROGRAM 6/22-6/26/20	\$3,600.00
	28364	07/13/2020	JULY 3, 2020	SENIOR EATS PROGRAM-6/29-7/03/20	\$3,600.00
	28417	07/20/2020	JULY 10, 2020	SENIOR EATS PROGRAM-7/06-7/10/20	\$3,600.00
	28468	07/27/2020	JULY 17, 2020	SENIOR EATS PROGRAM 7/13-7/17/20	\$3,600.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$32,220.00

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



City of Moreno Valley
Payment Register
For Period 7/1/2020 through 7/31/2020

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>
THE PLUMBERS CONNECTION INC.	28318	07/06/2020	14857	ELECTRICAL INSTALLATION FOR DRINKING FOUNTAIN-FAIRWAY PARK	\$5,485.00
		07/06/2020	14856	ELECTRICAL INSTALLATION FOR DRINKING FOUNTAIN-RIDGE CREST PARK	
		07/06/2020	14858	ELECTRICAL INSTALLATION FOR DRINKING FOUNTAIN-MORRISON PARK	
		07/06/2020	14862	ELECTRICAL INSTALLATION FOR DRINKING FOUNTAIN-COMMUNITY PARK	
		07/06/2020	14861	ELECTRICAL INSTALLATION FOR DRINKING FOUNTAIN-WOODLAND PARK	
		07/06/2020	14860	ELECTRICAL INSTALLATION FOR DRINKING FOUNTAIN-GATEWAY PARK	
		07/06/2020	14863	ELECTRICAL INSTALLATION FOR DRINKING FOUNTAIN-TOWNGATE MEM. PARK	
Remit to: MONTCLAIR, CA					<u>FYTD:</u> \$5,485.00
THE SOCO GROUP INC.	28469	07/27/2020	633880R-DM	FUEL FOR CITY VEHICLES & EQUIPMENT	\$2,467.25
Remit to: ORANGE, CA					<u>FYTD:</u> \$320,096.74
THE UNIVERSITY ENTERPRISES CORPORATION AT CSUSB	239885	07/13/2020	SP0010691	CDBG PAYMENT FOR IE SMALL BUSINESS DEVELOPMENT SERVICES	\$4,469.95
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$4,469.95
THOMSON REUTERS-WEST PUBLISHING CORP.	28418	07/20/2020	842593188	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-JUN. 2020	\$1,175.16
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$16,094.75
TIME WARNER CABLE	239932	07/20/2020	091922301070120	FIBER INTERNET ACCESS SERVICES - JUL. 2020	\$844.00
Remit to: PITTSBURGH, PA					<u>FYTD:</u> \$10,972.00

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



City of Moreno Valley
Payment Register
 For Period 7/1/2020 through 7/31/2020

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>
T-MOBILE USA	239930	07/20/2020	9403430714	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$51.00
Remit to: SEATTLE, WA					FYTD: \$13,923.00
TNPP RESTAURANT INC DBA BRAVO BURGERS	28319	07/06/2020	JUNE 26, 2020	SENIOR EATS PROGRAM-6/22-6/26/20	\$3,600.00
	28365	07/13/2020	JULY 3, 2020	SENIOR EATS PROGRAM-6/29-7/03/20	\$3,600.00
	28419	07/20/2020	JULY 10, 2020	SENIOR EATS PROGRAM-7/06-7/10/20	\$3,600.00
	28470	07/27/2020	JULY 17, 2020	SENIOR EATS PROGRAM-7/13-7/17/20	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$31,950.00
TOMELDEN, KEVIN	239862	07/06/2020	R20-148242	ANIMAL SERVICES REFUND-OVER PAYMENT ON WEB LICENSE	\$7.00
Remit to: MORENO VALLEY, CA					FYTD: \$7.00
TOWNSEND PUBLIC AFFAIRS, INC.	28366	07/13/2020	15996	CONSULTING SERVICES-LOBBYIST/ADVOCATE & GRANT WRITING-JUN. 2020	\$4,000.00
Remit to: NEWPORT BEACH, CA					FYTD: \$57,000.00
TREBBE, CAROL	239896	07/13/2020	R20-148660	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: FALLBROOK, CA					FYTD: \$95.00
TRUEPOINT SOLUTIONS, LLC	28368	07/13/2020	20-484	BUSINESS ANALYST SUPPORT SERVICES-JUN. 2020	\$1,987.50
		07/13/2020	20-475	BUSINESS ANALYST SUPPORT SERVICES-JUN. 2020/RECORDS FOR LAND DEV	
Remit to: LOOMIS, CA					FYTD: \$36,325.00
TWINING, INC.	28472	07/27/2020	81984	PAVMT REHAB FOR VARIOUS LOCAL STS (CDBG FY19-20)	\$5,220.00
Remit to: LONG BEACH, CA					FYTD: \$21,853.34

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



City of Moreno Valley
Payment Register
For Period 7/1/2020 through 7/31/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
TYLER TECHNOLOGIES, INC.	239886	07/13/2020	045-296978	NEW WORLD SYSTEM DATA FIX FOR CAPITAL PROJECTS	\$350.00
	239969	07/27/2020	045-310144	NEW WORLD SERVICES-CUSTOM SECURITY QUERY FOR AUDITORS	\$900.00
Remit to: DALLAS, TX					FYTD: \$187,411.32
ULTRASERV AUTOMATED SERVICES, LLC	28369	07/13/2020	221060	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$15.99
	28473	07/27/2020	218225	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	\$940.48
		07/27/2020	046452	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	
		07/27/2020	045474	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	
		07/27/2020	042356	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	
		07/27/2020	038638	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	
		07/27/2020	046454	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	
Remit to: COSTA MESA, CA					FYTD: \$16,837.43
ULTRASYSTEMS ENVIRONMENTAL, INC.	28474	07/27/2020	11974	804 0007 - MDP LINE K-1 AND K-4	\$4,270.00
Remit to: IRVINE, CA					FYTD: \$44,666.00
UNDERGROUND SERVICE ALERT	28420	07/20/2020	620200469 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN20	\$231.10
		07/20/2020	620200469 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN20	
		07/20/2020	620200469 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN20	
		07/20/2020	620200469 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN20	
	239933	07/20/2020	dsb20193517 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$126.28
		07/20/2020	dsb20193517 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
		07/20/2020	dsb20193517 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
		07/20/2020	dsb20193517 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
		07/20/2020	dsb20193517 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
Remit to: CORONA, CA					FYTD: \$6,259.41

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



City of Moreno Valley
Payment Register
For Period 7/1/2020 through 7/31/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
UNION BANK OF CALIFORNIA 1	239970	07/27/2020	1217624	INVESTMENT CUSTODIAL SERVICES-JUN. 2020	\$291.67
Remit to: LOS ANGELES, CA					FYTD: \$4,910.69
UNITED SITE SERVICES OF CA, INC.	28475	07/27/2020	114-10620381	FENCE RENTAL AT ANIMAL SHELTER 7/2/20-7/29/20	\$106.40
Remit to: PHOENIX, AZ					FYTD: \$1,596.00
URBAN FUTURES, INC.	239971	07/27/2020	0620-001	BASELINE FORECAST MODEL-GEN. FUND/JUN. 2020 SERVICES	\$1,237.50
Remit to: ORANGE, CA					FYTD: \$28,600.00
VACATE TERMITES & PEST ELIMINATION COMPANY	28321	07/06/2020	99666	PEST CONTROL SERVICE-JUN20-CITY YARD	\$270.00
		07/06/2020	99665	PEST CONTROL SERVICE-JUN20-CITY HALL	
		07/06/2020	99672	PEST CONTROL SERVICE-JUN20-TRANSPORTATION TRAILER	
		07/06/2020	99652	PEST CONTROL SERVICE-JUN20-CITY YARD SANTIAGO OFFICE	
		07/06/2020	99668	PEST CONTROL SERVICE-JUN20-ANNEX 1	
	28476	07/27/2020	97058	RODENT CONTROL SERVICES-MAR20-KITCHING ELECTRIC SUBSTATION	\$195.00
		07/27/2020	97061	RODENT CONTROL SERVICES-MAR20-MOVAL ELECTRIC SUBSTATION	
Remit to: MORENO VALLEY, CA					FYTD: \$24,337.00
VALLEY CITIES GONZALES FENCE CO	28322	07/06/2020	9525	FENCE REPAIR/INSTALLATION MATERIALS & LABOR-COMMUNITY PARK	\$5,250.00
Remit to: NORCO, CA					FYTD: \$17,824.00
VALLEY WIDE TOWING, LLC	28421	07/20/2020	9022	EVIDENCE TOWING FOR PD	\$225.00
Remit to: MORENO VALLEY, CA					FYTD: \$6,172.25

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



City of Moreno Valley
Payment Register
For Period 7/1/2020 through 7/31/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VERIZON WIRELESS	239972	07/27/2020	9858419484	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$369.17
Remit to: DALLAS, TX					FYTD: \$5,326.42
VERTIGIS NORTH AMERICA DBA LATITUDE GEOGRAPHICS	239934	07/20/2020	INV0014231	GEOCORTEX SUPPORT HOURS 5/3-5/30/20	\$1,357.50
		07/20/2020	INV0014256	GEOCORTEX PROFESSIONAL SERVICES HOURS 5/3-5/30/20	
	239973	07/27/2020	INV0014517	GEOCORTEX SUPPORT HOURS-HOSTED SITE UPGRADE 5/3-5/30/20	\$20,544.50
		07/27/2020	INV0014516	GEOCORTEX NEARMAP INTEGRATION PROJECT SERVICES 5/3-5/30/20	
		07/27/2020	INV0014441	GEOCORTEX SUPPORT HOURS 5/31-6/27/20	
		07/27/2020	INV0014296	GEOCORTEX ANNUAL HOSTING & SUBSCRIPTION 7/1/20-6/30/21	
Remit to: VICTORIA, BC					FYTD: \$37,622.00
VISION SERVICE PLAN	28374	07/15/2020	809677050	EMPLOYEE VISION INSURANCE	\$3,988.76
Remit to: SAN FRANCISCO, CA					FYTD: \$51,133.49
VIVINT SOLAR DEVELOPER LLC	239863	07/06/2020	REFUNDS 6/15/20	REFUND ON CANCELLED BUILDING PERMITS	\$1,048.64
Remit to: LEHI, UT					FYTD: \$10,432.72
VOICES FOR CHILDREN, INC.	28422	07/20/2020	12 / JUN-20	CDBG SUBGRANTEE PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	\$2,257.28
Remit to: SAN DIEGO, CA					FYTD: \$36,823.61
VOYAGER FLEET SYSTEM, INC.	28423	07/20/2020	869336602026	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,644.97
Remit to: HOUSTON, TX					FYTD: \$108,151.26

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City of Moreno Valley
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For Period 7/1/2020 through 7/31/2020

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>
WEBB MUNICIPAL FINANCE	239865	07/06/2020	20200372	SERVICES RE: SD ANNUAL ASSESSMENT ENGINEER'S REPORTS 20/21	\$7,140.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,140.00
WEIDERHOFT, JANE	239864	07/06/2020	R20-148789	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MURRIETA, CA					<u>FYTD:</u> \$20.00
WEST COAST ARBORISTS, INC.	28424	07/20/2020	161648	TREE TRIMMING SERVICES-TREE MAINT. PROGRAM FOR PARKS DEPT.	\$7,362.55
		07/20/2020	161614	TREE TRIMMING SERVICES-TREE MAINT. PROGRAM FOR PARKS DEPT.	
	28477	07/27/2020	160253	TREE TRIMMING SERVICES - ZONE D	\$4,996.85
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$304,764.10
WEST COAST SHOPPING CART SERVICE, INC.	239887	07/13/2020	20-078	SHOPPING CART RETRIEVAL SERVICES-JUN. 2020	\$3,043.00
Remit to: WEST COVINA, CA					<u>FYTD:</u> \$46,274.00
WESTERN MUNICIPAL WATER DISTRICT	239974	07/27/2020	24753-018620/JN0	WATER CHARGES-M.A.R.B. BALLFIELDS	\$7,445.26
		07/27/2020	23821-018257/JN0	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
		07/27/2020	23866-018292/JN0	WATER CHARGES-SKATE PARK	
		07/27/2020	23821-018258/JN0	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
Remit to: ARTESIA, CA					<u>FYTD:</u> \$54,535.55

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



City of Moreno Valley
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For Period 7/1/2020 through 7/31/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WESTERN RENEWABLE ENERGY GENERATION	239975	07/27/2020	WR19971	WREGIS CERTIFICATE ISSUANCE/CREATED	\$0.69
		07/27/2020	WR18646	WREGIS CERTIFICATE ISSUANCE/CREATED	
		07/27/2020	WR19515	WREGIS CERTIFICATE ISSUANCE/CREATED	
Remit to: SALT LAKE CITY, UT					FYTD: \$345.63
WINCHESTER ASSOCIATES INC	239997	07/27/2020	126441	REFUND FEES CHARGED IN ERROR-PLAN CHECK BFT20-0070	\$46.00
Remit to: MORENO VALLEY, CA					FYTD: \$46.00
XCLUSIVE CUTZ	239946	07/20/2020	JULY 2020	FORWARD MOVAL SMALL BUSINESS GRANT-COVID-19	\$7,500.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,500.00
XEROX CAPITAL SERVICES, LLC	28323	07/06/2020	010605574	COLOR COPIER LEASE/BILLABLE PRINTS-MAY 2020-GRAPHICS DEPT.	\$867.18
		07/06/2020	010482168	COLOR COPIER EQUIPMENT LEASE-MAY 2020-GRAPHICS DEPT.	
	28426	07/20/2020	010723880	COLOR COPIER EQUIPMENT LEASE-JUN 2020-PARKS DEPT.	\$1,341.49
		07/20/2020	010723879	COLOR COPIER LEASE/BILLABLE PRINTS-JUN 2020-PARKS DEPT.	
	28478	07/27/2020	010723878	COLOR COPIER EQUIPMENT LEASE-JUN 2020-GRAPHICS DEPT.	\$941.46
	07/27/2020	010723877	COLOR COPIER LEASE/BILLABLE PRINTS-JUN 2020-GRAPHICS DEPT.		
Remit to: PASADENA, CA					FYTD: \$32,725.73
TOTAL CHECKS UNDER \$25,000					\$1,275,339.37
GRAND TOTAL					\$13,473,230.56

Attachment: July 2020 Payment Register (4141 : PAYMENT REGISTER - JULY 2020)



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)

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 15, 2020

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR
 AGREEMENT FOR TREE TRIMMING AND REMOVAL
 SERVICES (CITY COUNCIL AND CSD BOARD) (AGMT.
 NO. 2020-____), WHICH ARE FUNDED BY PARCEL
 CHARGES, MEASURE A, AND THE FACILITIES
 MAINTENANCE FUND.

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Tree Trimming and Removal Services (“Agreement”) with West Coast Arborists, Inc., 2200 E. Via Burton, Anaheim, CA 92806, and waive any and all minor irregularities, to provide tree trimming and removal services for certain City maintained trees for a not-to-exceed amount of \$2,661,800.
2. Authorize the City Manager to execute the Agreement with West Coast Arborists, Inc. and authorize the Public Works Director/City Engineer to execute subsequent amendments to the Agreement, in accordance with its terms, 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 award of an Agreement to West Coast Arborists, Inc. (the “Contractor”). The Agreement is for a five-year term for tree trimming and removal services and is subject to an annual inflationary adjustment.

Funding for the tree trimming and removal services is provided through a parcel charge collected as part of the annual property tax bill, Measure A, or the Facilities Maintenance Fund.

DISCUSSION

The City is responsible for approximately 29,000 trees that require maintenance to maintain a healthy urban forest. The trees are located in the City's landscape maintenance districts, at its parks and trails, at City facilities, and within the right-of-way.

Tree trimming and removal services are typically performed by licensed and insured landscape contractors. The contractors are selected through a competitive Request for Proposal (RFP) process every five-years, consistent with the City's Procurement Policy. Public Contract Code 22002, the Uniform Public Construction Cost Accounting Act (Municipal Code 3.12.300), allows the use of the RFP procurement process for landscape maintenance services.

On June 10, 2020, an RFP for tree trimming and removal services was issued using the City's electronic bid and vendor management system (Bids Online by Planetbids). Forty vendors were notified of the RFP, with five attending the optional pre-submittal meeting held via Zoom. Six responses were received before the RFP due date of 2:00 p.m. on July 13, 2020. One bid protest was received, however it was not timely per the City's Municipal Code 3.12.070, and deemed to not be merited.

The RFP requested information on the proposer's 1) ability to provide the services, 2) qualifications and certifications in accordance with accepted standards 3) references from other municipalities/public agencies where similar services have been provided, and 4) pricing. Evaluations of the responses were independently completed by representatives from the Parks Maintenance Division and Maintenance and Operations Division, all of whom have tree management experience.

Staff recommends 1) awarding the Agreement to West Coast Arborists, Inc., waiving any and all minor irregularities, 2) authorizing the City Manager to execute the Agreement, and 3) authorizing the Public Works Director/City Engineer to approve all future amendments in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such amendments shall only be entered into provided they are within the authorized not-to-exceed amount and provided sufficient funding appropriations and program approvals have been granted by the City Council. Authorizing the Public Works Director/City Engineer to amend the Agreement allows for adjustments in additional work services, as may be necessary, without a delay in service.

This action meets the Strategic Plan Priorities by managing and maximizing 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.

The City Council will take action on this item acting as both the City Council and the CSD

Board.

ALTERNATIVES

1. Approve the Agreement for Tree Trimming and Removal Services with West Coast Arborists, Inc. and related recommended actions as presented in this staff report. *Staff recommends this alternative to provide uninterrupted maintenance of the City maintained trees.*
2. Do not approve the Agreement. *Staff does not recommend this alternative as it will cause an interruption in the maintenance of the City maintained trees. Additional costs may be incurred to obtain another contractor with no guarantee that a more qualified contractor can be found at a better cost.*
3. Do not approve the Agreement but continue the item to a future City Council meeting. *Staff does not recommend this alternative as it will cause an interruption in the maintenance of the City maintained trees.*

FISCAL IMPACT

The term of the Agreement is for five years, provided funding appropriations and program approvals have been granted by the City Council each fiscal year. The Agreement is subject to an annual Consumer Price Index (CPI) inflation adjustment, at the discretion of the City and with appropriate City Council funding and program approvals. The following table is the five-year not-to-exceed amount of the Agreement (including an estimate for annual CPI adjustments and planting of new trees). This includes an estimate for annual CPI adjustments and new trees assumed for maintenance by the City (e.g. landscape maintenance districts).

Tree Trimming & Removal Services						
	FY 2020/21 Year 1	FY 2021/22 Year 2	FY 2022/23 Year 3	FY 2023/24 Year 4	FY 2024/25 Year 5	Not-to-Exceed Total
	Estimate	Estimate	Estimate	Estimate	Estimate	
Tree Trimming ^{1,2}	\$ 481,200.00	\$ 505,400.00	\$ 531,100.00	\$ 558,000.00	\$ 586,100.00	
Total	\$ 481,200.00	\$ 505,400.00	\$ 531,100.00	\$ 558,000.00	\$ 586,100.00	\$ 2,661,800.00
¹ Tree Trimming is for routine tree trimming and removal in landscape maintenance districts, parks & trails, City facilities, and within the right-of-way. The number of trees to be trimmed is based on need, available funding, and City Council approval of such. ² Estimates based on information known at the time the not-to-exceed was calculated. Actual amounts may vary depending on the addition/removal of landscape service areas and financial resources, and City Council program and budget approvals. The purchase orders will be based on actual amounts authorized by the City Council.						
Not-to-Exceed: Special Districts Landscaping (\$1,658,000), Parks Division (\$332,300), City Facilities (\$118,300), and Maintenance and Operations (\$553,200)						

NOTIFICATION

The RFP was posted on the City's bid portal (PlanetBids) and was advertised in *The*

Press-Enterprise on June 15 and 16, 2020. PlanetBids identified and notified 40 interested parties.

PREPARATION OF STAFF REPORT

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Marshall Eyerman
Assistant City Manager

Concurred By:
Michael L. Wolfe
Interim Assistant City Manager
Public Works Director/City Engineer

Concurred By:
Patti Solano
Parks & Community Services Director

CITY COUNCIL GOALS

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

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

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

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

- 1. Agreement for Tree Trimming Services

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/09/20 2:43 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/09/20 3:48 PM

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley and 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 West Coast Arborists, Inc. a Corporation, with its principal place of business at 2200 E. Via Burton, Anaheim, CA 92806, 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 tree trimming and removal 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 tree trimming and removal contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the tree trimming and removal services as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor's Name:	West Coast Arborists, Inc.
Address:	2200 E. Via Burton
City, State, Zip:	Anaheim, CA 92806
Business Phone:	714-991-1900
Business License Number:	
Federal Tax I.D. Number:	95-3250682

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
 - D. The term of this Agreement shall be through June 30, 2025 and as provided in Exhibit “D” attached hereto and incorporated herein by this reference, 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.
 - E. The Contractor’s Proposal is provided in Exhibit “E” attached hereto and incorporated herein by this reference.
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: Martin Cortez.

- 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 Martin Cortez, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley

Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney’s fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor’s performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City’s general liability insurance, employee benefits, or worker’s compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor’s obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section “J” that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City’s attorney’s fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

X 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.

X 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.

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

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

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

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered

or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

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

shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

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

Contractor:

West Coast Arborists, Inc.
2200 E. Via Burton
Anaheim, CA 92806
Attn: Patrick Mahoney, President

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Purchasing & Sustainability Division

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

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
 2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
 3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
 4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)

5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley and Moreno Valley Community Services District

West Coast Arborists, Inc.

By: _____
Title: Mike Lee, City Manager

By: _____
Title: (President or Vice President)

By: _____
Title: Mike Lee, City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District

Date: _____

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds \$15,000)</i>
_____ Date

EXHIBIT A – SCOPE OF WORK

TREE TRIMMING AND REMOVAL

1. GENERAL PROVISIONS

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of tree trimming and removal services within various City locations and may include work within the City's landscape maintenance districts, within the right-of-way, at its parks and trails, and at City maintained facilities.
- B. The City is responsible for approximately 29,000 trees and trims approximately 3,000 trees per year. The City does not expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, or delete any items or work, as may be deemed necessary or advisable by the Director.
- C. The Contractor shall have the duty to perform tree trimming and/or tree removal services. All work shall be performed in accordance with usual and customary horticultural practices to achieve and maintain healthy, viable trees. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the trees noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in this Scope of Work, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All equipment used in the performance of work under this agreement shall be compliant with the current regulations of the California Air Resources Board.
- F. Failure to adhere or comply with any provision included herein may result in the assessment of non-performance penalties per Exhibit C.

2. TREE CARE

- A. All trees will be maintained in a manner that will promote normal, healthy growth.
- B. The Contractor or any subcontractors working under Contractor's direction and control must observe all restrictions on the unauthorized take of migratory birds, as set forth in the U.S. Fish and Wildlife Service Migratory Bird Treaty Act

(MBTA), including but not limited to Sections 703-713 and the California Department of Fish and Wildlife Code Sections 3503, 3503.5, and 3513.

- C. Whenever site conditions permit, trees are allowed to grow to assume their full, natural shape, with the minimum trimming/pruning necessary to assure public safety and tree survival. All tree trimming/pruning shall be done in conformance with ANSI 300, safety requirements will be per ANSI Z133 standards, and the most current version of the City's Tree Management Administrative Procedure AP# 2.22.
- D. Trees shall be pruned as identified and requested in order to:
1. Remove dead, diseased, or damaged branches:
 2. Remove unwanted encroachments into the public and/or utility rights-of-way;
 3. Correct any condition, which the Director has deemed to be hazardous.
- E. Trees up to eighteen feet (18') in height shall:
1. Be pruned to enable successful adaptation to their particular site situation;
 2. Have no more than one-third (1/3) of living branches removed annually;
 3. Be fertilized only as directed by City field staff.
- F. Trees over eighteen feet (18') in height shall:
1. Be pruned and/or trimmed as necessary to maintain proper site orientation;
 2. Be pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 3. Be pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
- G. Trimming/pruning tools shall:
1. Be kept properly sharpened and in proper working order.
 2. Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work and between any cuts on any tree known to be diseased.
- H. The following practices are not allowed:
1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping" or "topping").
 2. Cuts made flush with the trunk or branch. The integrity of the branch collars must be maintained at all times.
 3. Use of pruning paint/pruning compound/wound dressing.

4. Use of climbing spurs or gaffs.
- I. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum City standard.
- J. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
- K. After the stump grinding is complete, the area shall be backfilled with the grindings 2" above level.

3. DEBRIS/LITTER

- A. After pruning, trimming, or other work as required under this Contract, the Contractor must immediately remove all debris generated as a result of the operations to prune, trim or provide other work as required under this Contract and in the performance of the Contractor's work from the site and dispose of such debris in a legal manner.
- B. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- C. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C.
- D. The Contractor must dispose of all debris and litter off-site, unless directed otherwise, and in a legal manner.
- E. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until City staff arrives at the site.

4. SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the City as a basis for determining Contractor's satisfactory performance.

- B. Revisions to facilities, equipment, and work schedules will not be implemented without the prior written approval of the Director. The Contractor will submit proposed revisions to equipment and work schedules in writing to the City at the address as set forth herein at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the City for non-performance penalties per Exhibit C.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for additional maintenance as set forth herein.
- E. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to submit an adjusted work schedule to the Director for approval, which will allow the Contractor to complete the areas affected and resume work in all areas in accordance with the approved schedule.
- F. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service shall be from 7:00 a.m. to 4:00 p.m. Work may not be performed outside of the days and hours set forth hereinabove, as well as on legal City holidays, without the prior written approval of the Director.
- G. The following days have been designated as City holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

5. FUNCTIONS AND RESPONSIBILITIES

- A. For award of the agreement to a Contractor who has not performed tree trimming or removal services for the site(s) as identified within this agreement for the prior year's contracting term, the Director and Contractor shall conduct an inspection of all sites covered under this agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to the City Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this agreement.
- B. For the duration of this contract, the Contractor must maintain a monthly record of all work performed. Said record shall be in a form and content acceptable to the Director and must be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report is received and approved by the Director. This report may be included as part of the Contractor's monthly invoicing.
- C. The Director may require the Contractor to attend meetings with the City field staff at some fixed interval to review the Contractor's operations and schedule future work.
- D. The Contractor will maintain an office at some fixed place and be listed in the telephone directory in Contractor's own name or in the Contractor's company name.
- E. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls received from the Director or other authorized individuals or agencies as listed below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. Contractor will notify the Director at specialdistricts@moval.org, parksdivision@moval.org and maintenanceandoperations@moval.org, within three (3) calendar days of any change of the name or contact information of the responsible person(s).
- F. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to mobile or cellular phone.
- G. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service is an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after

receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this agreement.

- H. The Contractor shall respond to emergency calls from any of the parties listed herein this section no later than two (2) hours following notification. 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:

Assistant City Manager	Parks Maintenance Supervisor
City Manager	Police Department
Facilities Maintenance staff	Public Works Director
Fire Department	Public Works Division Manager
Landscape Services Inspector	Special Districts Division Manager
Landscape Services Supervisor	Stand-By Staff
Parks and Community Services Director	Street Maintenance Supervisor
Parks and Community Services Deputy Director	Fleet & Facilities Maintenance Supervisor

- I. Contractor's emergency response and any necessary corrective work is considered Additional Work, as defined in Exhibit C, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

6. COMPLAINTS

- A. All complaints will be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owed to the Contractor from the City, per Exhibit C.
- B. The Contractor shall maintain a written report of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said report shall be submitted to the Director monthly.
- C. In addition to the provisions included herein, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the City may immediately upon written notice to the Contractor terminate this Contract.

7. CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City from the work site.
- 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 wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.
- E. Shirts shall be worn at all times, and shall be buttoned. Approved safety vests must be worn by Contractor's employees at all times.
- F. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates the name of the Contractor to the public. 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.

8. 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 agreement if the Contractor, or any subcontractors thereunder, employs workers in any apprentice able craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

9. SAFETY

- A. The Contractor agrees to perform all work as outlined in the provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.
- C. Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2014 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.
- D. Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.
- E. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a record indicating date inspected, and action taken. Said record shall be submitted to the Director monthly. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- F. The Contractor shall be responsible for making minor corrections, so as to protect members of the public or others from injury.
- G. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.
- H. In addition to payment deduction or assessment of non-performance penalties, repeated failure to comply with the provisions of this section may result in termination of the agreement, per the terms of the Independent Contractor

Agreement.

10.NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor’s employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor’s employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal’s amount to cover costs of such said training.

11.LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, possess all federal, state, and local licenses and permits, including but not limited to a valid City Business License.

12.DEPARTMENT OF INDUSTRIAL RELATIONS

- A. California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform work pursuant to Labor Code Section 1725.5." Please refer to "Contractor Registration" from <http://www.dir.ca.gov/Public-Works/PublicWorks.html> to register and obtain more information.
- B. Contractor and all tiers of its subcontractors must be registered and maintain a current registration during the term of this agreement.
- C. Pursuant to the above law, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. Additionally, no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

- D. This project is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. The City of Moreno Valley will not accept a proposal nor will it contract or subcontract without proof of the contractor or subcontractor's current registration to perform public works pursuant to Section 1725.5.
- E. Contractor acknowledges and agrees to fully comply with the provisions of Section 1771, 1774 - 1776, 1777.5, 1813, 1815 and 1860 of the Labor Code.

13.PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this agreement, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this agreement as required by California Labor Code Section 1776.
- C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this agreement should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

14.PREVAILING WAGE AND WORKERS' COMPENSATION

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this agreement, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached agreement, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

- C. In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

15. BONDS

- A. 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, three (3) good, and sufficient surety bonds, to wit:
1. A "Bid Bond" in the amount of ten percent (10%) of the proposed bid price, which shall guarantee the compliance with the bid contract and ensure the contractor will enter into the contract if it is awarded, and;
 2. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall guarantee the faithful performance of all work (see sample provided herein), and;
 3. "Materials and Labor Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder (see sample provided herein).
- B. If the successful bidder neglects or refuses to enter into the agreement, or to provide the supplies, materials or equipment according to specifications within the required time, then the amount of the bidder's security shall be declared forfeited to the city. Amounts collected shall be paid into the appropriate fund. All bonds forfeited shall be prosecuted and the amount thereof collected and paid into such fund.
- C. All bids not submitted with the requested bidder's security shall be rejected. Unsuccessful bidders shall be entitled to the return of security when such has been requested.
- D. Surety Bonds shall be made payable to the City and in one of the following forms:
1. Certified or cashier's check;
 2. Bidders bond made payable to the City. Bond to be executed by a corporate surety authorized to engage in such business in California, and listed in the U.S. Department of Treasury's listing of approved sureties;
 3. Cash (U.S. funds only). (Ord. 844 § 2, 2012)

16. SUBSTITUTION OF SECURITIES

- A. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld

shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor.

- B. 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.
- C. The Contractor shall give the City written notice within thirty (30) days after the agreement 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.CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection with the performance under this agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

18.CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

19.CLAIM RESOLUTION PROCEDURES

Section 9204 of the Public Contract Code sets forth the following requirements for claims submitted by a contractor on a public works project:

- A. A contractor must furnish "reasonable documentation to support the claim."
- B. Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the contractor within 45 days of receipt of the claim.
- C. For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.

- D. If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute."
- E. The public entity must schedule the meet and confer conference within 30 days of the demand.
- F. Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference.
- G. After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation."
- H. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).
- I. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."
- J. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

20. FORMS

A. Greenwaste Recycling

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this agreement, materials defined as "greenwaste" shall include all plant parts (i.e. trimmings, prunings, grass clippings, etc.) removed from agreement sites by the Contractor, or any subcontractors thereunder, in the performance of agreement's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated while performing the agreement's Scope of Work at a landscape material recycling center, or reuse said greenwaste in a lawful manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report as set forth herein. 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 work under Contractor's Scope of Work.

5. Monthly Greenwaste reports shall be submitted to the Director at specialdistricts@moval.org by the tenth day of each month, one (1) month in arrears.

B. GPS Data Collection

Data collection on new tree installation and those trees trimmed or removed is required. Information will include, but may not be limited to:

1. Species of tree trimmed or removed
2. Year and type of service
3. Height and diameter of tree
4. Location of tree (XY Coordinate)
5. Other details that may be required at the direction of the Director.
6. Deliverables shall include, but may not be limited to:
ArcGIS GeoDatabase or Shapefile.

Coordinate System preferred in NAD 1983 State Plane California VI FIPF 0406 Feet (WKID: 2230) or WGS 1984 Web Mercator Auxiliary (WKID: 3857).

- C. Contractor shall refer to references included herein and ensure additional reports, if necessary, are submitted to the Director, as appropriate and consistent with this agreement, and other agencies, as required by law, to ensure compliance with all federal, state, and local laws.

Monthly Greenwaste Report Form

City of Moreno Valley, Special Districts Division
specialdistricts@moval.org – Due: 10th day of each month, 1 month in arrears

PROJECT NO. 2020-_____

Month _____ Year _____

1. Source of greenwaste
 Location _____
2. Amount of greenwaste generated from above source (by weight) _____ Lbs. or tons
3. Name, address, and phone number of recycle Contractor accepting greenwaste
 Contractor Name _____
 Address _____
 Phone Number _____
4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight) _____ Lbs. or tons
5. Name, address, and phone number of recycle Contractor supplying greenwaste-source products to Project (if different from above)
 Contractor Name _____
 Address _____
 Phone Number _____
6. Number of times turf mowed this month _____
7. Number of times turf mowed without clippings caught _____

Contractor Name: _____

Address: _____

Phone Number: _____

BOND NO. _____
PREMIUM \$ _____

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

Select Services

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, herein after known as "City", has awarded to **Insert Contractor's Name**, as Principal hereinafter designated as "Contractor" and the City is about to enter or have entered into an Agreement whereby the Contractor agrees to provide landscape maintenance services, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as **Select Services**, is hereby referred to and made a part hereof; and

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____ Name: _____

Address: _____ Address: _____

Telephone No.: _____ Telephone No.: _____

Print Name: _____ Print Name: _____

Attorney-in-Fact

Signature: _____ Signature: _____

Approved as to Form this

____ day of _____ 20__

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

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

BOND NO. _____
PREMIUM \$ _____

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

Select Services

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, hereinafter known as "City," has awarded to Insert Contractor's Name, as Principal hereinafter designated as "Contractor" and the City and District are about to enter or have entered into an Agreement whereby the Contractor agrees to provide landscape maintenance services, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as Select Services, is hereby referred to and made a part hereof; and,

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

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

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

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS BOND

BOND NO. _____

WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20__.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____ Name: _____

Address: _____ Address: _____

Telephone Number: _____ Telephone Number: _____

By: _____ By: _____

Title: _____ Title: _____

By: _____ By: _____

Title: _____ Title: _____

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

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

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- **The bond shall include an attached Notary Certificate for the Proposer.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

The Proposer's and Surety's Corporate Seal may be affixed hereto.

EXHIBIT B - CITY RESPONSIBILITIES

TREE TRIMMING AND REMOVAL SERVICES

1. AGREEMENT SUPERVISION

The Agreement shall be administered on behalf of the Public Works Director and/or the Parks & Community Services Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

The Director will decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION CONTROLLER SYSTEMS

The City shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling adjacent to the tree trimming sites. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by City field staff.

3. UTILITIES

It shall be the City's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications) and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The City will pay the water, electricity, and communications costs used in the sites covered by this Agreement. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. CONTRACTED LANDSCAPE MAINTENANCE SCHEDULES

The City shall provide the Contractor with a schedule of routine landscape maintenance operations at the site(s) in question. The Contractor shall provide a Tree Trimming Schedule as necessary to accommodate the other landscape maintenance activities. The Contractor's Tree Trimming Schedule must be submitted to the Director for approval within ten (10) working days after the effective date of the Contract.

EXHIBIT C - PAYMENT TERMS

TREE TRIMMING AND REMOVAL SERVICES

1. CONTRACTORS COMPENSATION

- A. The Contractor's compensation shall not exceed \$2,661,800.
- B. Compensation shall be based on the Bid/Compensation Schedule.
- C. Written notice of the compensation amount for the next fiscal year shall be provided to the Contractor at least thirty (30) days prior to the end of each fiscal year.
- D. Any request for increase in the Contractor's compensation shall be based on an annual inflation adjustment, calculated for the previous calendar year, based on the Riverside-San Bernardino-Ontario Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Any such request shall be made to the City in writing no later than May 1 of each year. Upon approval, the adjustment would be effective July 1 of the following fiscal year.
- E. 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
- F. The Contractor will electronically submit an invoice to be paid monthly per site based upon successful performance of the tree trimming and removal services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Agreement. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following:
 - a. Tree trimming and removal services performed, which must include the location, area or site of such service.
 - b. Greenwaste
 - c. Complaints received.
 - d. Hazards noted.
 - e. Invoice for service, which lists in detail the site (Zone, Area, and/or Tract ID/Number), service performed and cost in accordance with the Agreement price, which shall become the basis for payment.

No payment(s) shall be made until the reports (if any), listed herein, have been submitted and approved. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.

- G. The Contractor will submit all invoices electronically to 1) Accounts Payable staff at accountspayable@moval.org, 951.413.3073 with a copy to 2) the Division requesting the services at:
- a. Maintenance and Operations Division
maintenanceandoperations@moval.org, 951.413.3160
 - b. Special Districts Division
specialdistricts@moval.org, 951.413.3480
 - c. Parks Maintenance Division
parksdivision@moval.org, 951.413.3702.
- H. 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 (Business/Finance tab).
- I. The minimum information required on all invoices is:
- a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Purchase Order Number
 - d. Vendor Invoice Number
 - e. City-provided Reference Number (e.g. Project or Contract Number)
 - f. Date services were provided.
 - g. Location Services where Testing and/or Services were performed to include Zone, Tract Number, Median ID, Tract ID (if applicable), Park, or general vicinity where services were performed within the identified service area.
 - h. Month services were rendered with amount(s) due organized to correspond with Contract/Purchase Order line item(s) (e.g. January Base or Additional Work).
 - i. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of an Agreement amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

- j. Supporting documentation including: receipts for materials purchased, summary tables demonstrating the calculation of total amount due, including description and cost breakdown by job performed within each area, the calculation of mark-up, and the addition of any applicable labor cost. Note: mark-up shall not include tax, shipping or labor.
 - k. If written authorization was required prior to the commencement of work, documentation of the approval is to accompany the subject invoice. Documentation shall include final approved proposal, and corresponding written authorization (e.g., fully executed proposal or proposal accompanied by the corresponding e-mail approval).
- J. The City will pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
- K. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- L. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

2. ADDITIONAL WORK

- A. During the term of this Agreement the City may, at its discretion, authorize the Contractor to perform certain Additional Work services as described, herein, in addition to the work set forth in Exhibit A.
- B. If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.
- C. Compensation for all such Additional Work shall be calculated either at the prices set forth by the Contractor and included herein or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Written estimates shall contain sufficient detail to justify the cost (i.e., quantities, adequate work description) and shall contain the location (Zone, Median or Tract ID, Park, or general vicinity) where services are to be performed. Except as set forth below, the Contractor shall not perform any such Additional Work services without first obtaining express written authorization from the City.
- D. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage

to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.

- E. The Contractor will complete additional tree trimming and removal that the City may add to this Agreement at a unit price comparable to price described herein.
- F. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work in excess of the not to exceed amount.

3. PAYMENT DEDUCTIONS

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

- A. Work required in the General or Technical Provisions which is not performed, not performed to the standards set forth therein, not performed at or within the time(s) specified therein, or is incomplete.
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

- A. The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety including but not limited to wearing of appropriate work attire; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Agreement, or General Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.
- B. If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone.
- C. The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.

- D. Excessive Utility Usage. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City to allow for explanations.

5. TIME FOR PERFORMANCE

The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization as specified in the Notice to Proceed and to diligently prosecute the contracted work noted on the Bid Schedule.

6. **COMPENSATION DETAIL** - See table on following page.

Bid/Compensation Schedule

VendorID 356538	Company Name West Coast Arborists, Inc.	Address 21718 Walnut Avenue	City Grand Terrace
Respondee Victor Gonzalez	Respondee Title Vice President	Respondee Phone 714-991-1900	Respondee Email vgonzalez@wcainc.com

Line Items

Item Num	Section	Description	Unit of Measure	Quantity	Unit Price	Line Total	Comment
1	Tree Services	Tree Trim	each	1	\$71.00	\$71.00	
2	Tree Services	Tree & Stump Removal	each	1	\$330.00	\$330.00	
3	GPS Inventory, City Wide, GeoDatabase or Shapefile	GPS Inventory Pricing	each	1	\$5.00	\$5.00	
4	Additional Work Price List	Tree Trim (Per Service Request), 0"-6" dsh	each	1	\$40.00	\$40.00	
5	Additional Work Price List	Tree Trim (Per Service Request), 7"-15" dsh	each	1	\$80.00	\$80.00	
6	Additional Work Price List	Tree Trim (Per Service Request), 16"-23" dsh	each	1	\$180.00	\$180.00	
7	Additional Work Price List	Tree Trim (Per Service Request), 24" & larger dsh	each	1	\$280.00	\$280.00	
8	Additional Work Price List	Tree & Stump Removal, per inch dsh	inch	1	\$40.00	\$40.00	
9	Additional Work Price List	Stump Only	inch	1	\$18.00	\$18.00	
10	Additional Work Price List	3 Man Crew with Equipment	man hour	1	\$84.00	\$84.00	3-man crew @ \$252/hour
11	Additional Work Price List	3 Man Crew with Equipment, per 8 hour day	per day	1	\$2,016.00	\$2,016.00	

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT

7. PREVAILING WAGE DETERMINATION

Based on information available at time of RFP issuance. See table on following page.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TREE MAINTENANCE¹ (LABORER)
(APPLIES ONLY TO ROUTINE TREE MAINTENANCE WORK, NOT CONSTRUCTION AND/OR LANDSCAPE CONSTRUCTION²)

DETERMINATION: SC-102-X-20-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

CLASSIFICATION ^a (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X ^b	Sunday/Holiday 2X
Senior Tree Trimmer	\$20.40	\$2.45	\$1.75	\$2.17	-	\$0.30	8	\$27.07	\$37.27	\$47.47
Tree Trimmer	\$18.40	\$2.45	\$1.75	\$1.97	-	\$0.30	8	\$24.87	\$34.07	\$43.27
Groundsperson	\$15.65	\$2.45	\$1.75	\$1.82	-	\$0.30	8	\$21.97	\$29.795	\$37.62

^a There shall be at least one Senior Tree Trimmer on crews of three or more.

^b Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

¹ This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

² This determination does not apply to tree trimming, removal, or planting work performed on construction or landscape construction contracts.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.


EXHIBIT D - TERM OF CONTRACT
TREE TRIMMING AND REMOVAL SERVICES

TERM OF CONTRACT

- A. Following approval by all parties, the Contract shall expire June 30, 2025 unless terminated sooner as noted herein.
- B. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- C. Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Moreno Valley Community Services District does not grant necessary funding appropriations and/or program approvals, the affected multi-year contract becomes null and void effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E – CONTRACTOR PROPOSAL SUBMITTAL CHECKLIST

The following check list, and associated documentation, must be completed, signed, and included with your submission for the RFP to be considered responsive:

<u>West Coast Arborists, Inc.</u> Company Name (Please print)	 Authorized Signature
<u>Victor Gonzalez</u> Name of RFP Preparer	<u>(714) 991-1900</u> Preparer's Phone Number
<u>vgonzalez@wcainc.com</u> Preparer's Email Address	

SCHEDULE I – GENERAL INFORMATION – fillable form, print, and include with submission

- Vendor Information
- References
- Proposed Facilities, Equipment and Personnel
- Communications and Traffic Safety
- Greenwaste Recycling
- List of Subcontractors

SCHEDULE II – PROPOSAL SCHEDULES

- Bid Import Schedule – form in PlanetBids

SCHEDULE III – FORMS – print, complete, and include with submission

- Proposal Affirmation
- Non-Collusion Affidavit
- Certificate of Non-Discrimination
- Affirmation of Proposal Guarantee
- Bid Bond

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

VENDOR INFORMATION

A. Company Name: West Coast Arborists, Inc.

TYPE

- Sole proprietor
- Partnership
- Corporation

B. Company Physical Address

(Street) 2200 E. Via Burton

(City, State, Zip) Anaheim, CA 92806

C. Company Mailing Address

(Street) 2200 E. Via Burton

(City, State, Zip) Anaheim, CA 92806

D. Business Phone Number (714) 991-1900

E. Satellite Office Address (if applicable):

21718 Walnut Avenue, Grand Terrace, CA 92313

F. Satellite Office Phone Number (909) 783-6544

G. Contractor's Licensing Information:

1. License number/Classification/Name Style: 366764 C61/D49, C27

2. Number of Years Operating Under the Above License Name Style: _____

3. License Expiration Date: 12/31/20

4. Current License Status: Active & Good Standing

5. Prior actions against this License? Yes No

6. If Yes, list the citation type and how it was resolved:

N/A

H. Company's Federal Identification No.: 95-3250682

I. Name and Title(s) of Company Officers:

Patrick Mahoney, President

Richard Mahoney, Secretary

Rose Epperson, Treasurer

J. Department of Industrial Relations Registration No.: 1000000956

K. Number of years the company has performed tree trimming and removal services: 48

L. Number of years the company has performed tree trimming and removal services for public agencies: 48

M. Current Tree Trimming and Removal Services

The City recognizes that the information provided in answer to this question is proprietary in nature and therefore the City will keep this information confidential to the extent permitted by law.

Total number of tree trimming and removal contracts: 300

Percentage of total contracts with public agencies: 95%

Total dollar value of tree trimming and removal contracts: \$120,000,000

N. Number of employees committed to tree trimming and removal services: 900

Supervisors	Average wage scale	\$ <u>80,000</u> /annually
Technicians	Average wage scale	\$ <u>31.14</u> /Hr.*
Foremen	Average wage scale	\$ <u>31.14</u> /Hr.*
Laborers	Average wage scale	\$ <u>26.04</u> /Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P).
This is a prevailing wage project.

O. Type/number of vehicles and power equipment committed to tree trimming and removal services:

Motor vehicles		
Type	<u>F750 W/1090i BOOM</u>	Number <u>6</u>
Type	<u>BC1000-49 BRUSH CHIPPER</u>	Number <u>20</u>
Type	<u>F650 CHIPPER TRUCK</u>	Number <u>11</u>
Type	<u>RAM 1500 PICKUP</u>	Number <u>20</u>
Type	<u>SC802 STUMP CUTTER</u>	Number <u>5</u>

*Additional equipment information is included in Section 6 of the attached.

Power Equipment

Type	<u>Chainsaws</u>	Number <u>20</u>
Type	<u>Leaf blowers</u>	Number <u>20</u>
Type	_____	Number _____
Type	_____	Number _____
Type	_____	Number _____

REFERENCES

List a minimum of three (3) references for public agency tree trimming and removal contracts that are either current and/or have been successfully completed within the last two (2) years.

The following questions will be asked of each reference agency:

1. List the number of agreements and years under agreement.
2. Explain the scope of the agreement(s), acreage amounts, and location(s).
3. Identify the agreement amount(s).
4. Describe the quantity and quality of staffing.
5. Describe the training/technical skills (i.e., irrigation/pest control/ equipment operation/safety).
6. Explain the communication abilities and language preferences of staff.
7. Describe staff appearance, uniforms, and use of safety equipment.
8. Explain the availability of additional personnel for extra work/special projects.
9. Explain the working order of equipment used.
10. Describe the effectiveness of communications system.
11. Explain the contractor’s knowledge of project and contract standards.
12. Describe the contractor’s ability to respond to complaints/requests in a timely fashion.
13. Identify if the contractor is willing to resolve questions, disputes, and deficiencies short of “formal” sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds).
14. Explain the accuracy and timeliness of billing and invoicing.
15. Identify if contract(s) had been successfully completed to term.
16. Would you accept future proposals/bids from this Proposer?

Reference #1	
Public Agency Name	City of Murrieta
Agency Address	37000 Ruth Ellen Way, Murrieta, CA 92653
Agency Contact Responsible for administering contract	George Moring, Parks Maintenance Supervisor
Contact telephone	(951) 461-6112 gmoring@murrieta.org
Agreement Name(s)	Tree Maintenance Services
Annual Agreement Amount(s)	\$350,000
Number of acres maintained per contract	N/A (Citywide contract)
Location(s) of areas maintained.	Various locations citywide
Length of Contract(s)/expiration date	2007 - Present / Expires: 6/30/21

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

Reference #2	
Public Agency Name	City of Corona
Agency Address	755 Corporation Yard Way, Corona, CA 92880
Agency Contact Responsible for administering contract	Moses Cortez, Parks & Landscape Supervisor
Contact telephone	(951) 817-5728 moses.cortez@ci.corona.ca.us
Agreement Name(s)	Citywide Tree Maintenance Services
Annual Agreement Amount(s)	\$1,200,000
Number of acres maintained per contract	N/A (Citywide contract)
Location(s) of areas maintained.	Various locations citywide
Length of Contract(s)/expiration date	2016 - Present / Expires: 6/30/22

Reference #3	
Public Agency Name	City of Indio
Agency Address	83-101 Avenue 45, Indio, CA 92210
Agency Contact Responsible for administering contract	Paul Stalma, Parks Supervisor
Contact telephone	(760) 625-1806 pstalma@indio.org
Agreement Name(s)	Tree Maintenance Services
Annual Agreement Amount(s)	\$400,000
Number of acres maintained per contract	N/A (Citywide contract)
Location(s) of areas maintained.	Various locations citywide
Length of Contract(s)/expiration date	2006 - Present / Expires: 6/30/22

Reference #4	
Public Agency Name	City of Temecula
Agency Address	41000 Main Street, Temecula, CA 92590
Agency Contact Responsible for administering contract	Rodney Tidwell, Public Works Manager
Contact telephone	(951) 694-6411 rodney.tidwell@temeculaca.gov
Agreement Name(s)	Citywide Tree Trimming Maintenance Services
Annual Agreement Amount(s)	\$500,000
Number of acres maintained per contract	N/A (Citywide contract)
Location(s) of areas maintained.	Various locations citywide
Length of Contract(s)/expiration date	2006 - Present / Expires: 6/30/21

Reference #5	
Public Agency Name	City of Redlands
Agency Address	35 Cajon Street, Redlands, CA 92373
Agency Contact Responsible for administering contract	Erik Reeves, Field Services Superintendent
Contact telephone	(909) 798-7508 ereeves2@cityofredlands.org
Agreement Name(s)	Street Tree Trimming and Arboriculture Services
Annual Agreement Amount(s)	\$100,000
Number of acres maintained per contract	N/A (Citywide contract)
Location(s) of areas maintained.	Various locations citywide
Length of Contract(s)/expiration date	2004 - Present / Expires: 11/02/20

PROPOSED FACILITIES, EQUIPMENT AND PERSONNEL

Attach additional sheets as necessary to provide a full and comprehensive response.

A. Facilities

List the facility(ies), location(s), and/or address(es) where work crews and equipment will be dispatched.

<p>Regional office located at: 21718 Walnut Avenue, Grand Terrace, CA 92313</p>

B. Equipment

List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement and Scope of Work. Indicate with an "S" any listed equipment to be shared with another contract/project. List both powered and hand equipment/tools

<p>General Equipment:</p>
<p>Equipment information can be found in Section 6 in the attached.</p>

Motor Vehicles:		
Pickup Trucks	ATVS	Cranes
Aerial Lift Devices	Stump Grinders	
Dump Trucks	Loaders	
Flat Beds	Root Pruners	
Forklifts	Rolloff Trucks	
Arrowboards	Brush Chippers	
Additional vehicle information can be found in Section 6 in the attached.		

Turf Maintenance Power Equipment/Tools:
N/A

Tree Trimming/Pruning Equipment/Tools:
<p>Small Equipment:</p> <ul style="list-style-type: none"> - Chainsaws - Leaf blowers - Climbing Gear kits - Hand Saws (varying sizes) - Weedeater - Rakes <ul style="list-style-type: none"> - Cones - Signs

C. Personnel

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the agreement, and Scope of Work. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with an "S" if listed personnel are to be shared with another contract/project.

General Tree Trimming and Removal

List labor, administrative, and field supervisory personnel – include any relevant education, certification and/or licensing information for each person listed.

- 1. Martin Cortez, Area Manager (S)
ISA Certified Utility Arborist Tree Worker Climber #WE-8539AUT
- 2. Manuel Perez, Supervisor (S)
ISA Certified Arborist Tree Worker Climber #WE-0818AT
- 3. Leonel Cortez, Supervisor (S)
ISA Certified Arborist Tree Worker Climber #WE-8625AT
- 4. Reina Godoy, Customer Service Representative (S)
- 5. Demetrio Lira, Foreman
ISA Certified Tree Worker Climber #WE-11323T

Please see Project Team in the attached for more information.

Tree Trimming

List any ISA or equivalent certified personnel.

Please see above and review staff qualifications in the attached.

COMMUNICATIONS AND TRAFFIC SAFETY

Attach additional sheets as necessary to provide a full and comprehensive response.

A. Communications

Exhibit A requires the contractor possess and maintain an effective Contractor-wide communications system. The Proposer must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your internal communications system, both in the office and in the field, and how it will enable you to provide the communication capability as required in Scope of Services specifications. Also, describe how your Proposer will provide the required twenty-four (24) hour communication capability.

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time. By utilizing smart phones, WCA staff has access to e-mail, text messages and phone calls 24/7.

Our emergency response line 1-866-LIMDOWN is available to our customers for emergency calls after normal business hours to provide 24/7 assistance.

B. Traffic Safety

Exhibit A requires the contractor to provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2012 (or most current revised version) California Supplement, Part 6, Temporary Traffic Control".

Describe your general traffic control practices and training, and how your Proposer intends, if selected, to conduct work area traffic control operations to provide service for this project.

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work

operations are in progress. WCA also maintains ATSSA certified Traffic Control Technicians and Designers on staff.

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.

Describe your program to ensure that the City receives credit for greenwaste that will be generated from executing the project's Scope of Work. Include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above.

WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. All recyclable materials removed from the trees trimmed are brought to recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State and City for reducing landfill usage. The recycling facility we will use is listed below:

Additional information on our recycling program can be found in the attached proposal.

LIST OF SUBCONTRACTORS

In compliance with the provisions of Government Code, Section 4102, the undersigned Contractor sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total Proposal, and the portion of the work which will be done by each subcontractor, as follows.

In compliance with Labor Code 1771.1(a), please include any subcontractor's DIR registration number.

Name, current DIR No., License and Classification No.	Business Address and Telephone	Description of Work
NONE TO BE USED.		

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

**EXHIBIT E – CONTRACTOR PROPOSAL
SCHEDULE III – FORMS**


Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Submittal Documents), I affirm that:

1. All information provided is true and correct to the best of my knowledge, and;
2. I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley, the Moreno Valley Community Services District and West Coast Arborists, Inc., and further, the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
3. I have legal authority to bind West Coast Arborists, Inc. to the terms of this affirmation (See "NOTICE AND INSTRUCTIONS", Section D – Signature of Contract Proposal).

For the proposal to be valid, this sheet must be returned with the proposal submission and fully completed with a legible signature and date

SIGNATURE 

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, Inc.

DATE 7/13/20

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §

(NAME) Patrick Mahoney, affiant

being first duly sworn, deposes and says:

That he or she President of
(Sole Owner, Partner or other proper title)

West Coast Arborists, Inc.
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, Contractor, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by Agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, Contractor association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name West Coast Arborists, Inc.
Bidder's Address 2200 E. Via Burton, Anaheim, CA 92806
Telephone Number (714) 991-1900

Signature of Bidder (with handwritten signature)

President
Title

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

CERTIFICATION OF NON-DISCRIMINATION

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

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE 

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, Inc.


DATE 7/13/20

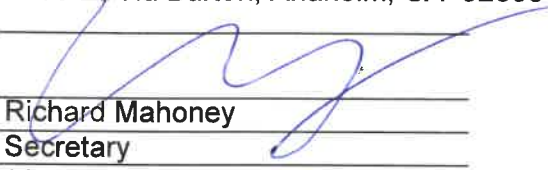
Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

Affirmation of Proposal Guarantee

The undersigned also affirms that:

Accompanying this Proposal is a cashier's check, a certified check, or a Bid Bond for 10% of bid payable to the City of Moreno Valley, which is deemed to constitute liquidated damages, if, in the event this Proposal is accepted, the undersigned shall fail to execute the Agreement and furnish satisfactory bonds under the conditions and within the time specified in this Proposal, otherwise said cash, cashier's check, certified check or Bid Bond is to be returned to the undersigned.

Dated	7/13/2020
Contractor Signature	
By	Patrick Mahoney
Contractor Address	2200 E. Via Burton, Anaheim, CA 92806
Contractor Telephone Number	(714) 991-1900
Names and Addresses of Members of the Contractor: (If a Corporation)	2200 E. Via Burton, Anaheim, CA 92806

Signature of Contractor	
By	Richard Mahoney
Title	Secretary
Business Address	2200 E. Via Burton, Anaheim, CA 92806
Incorporated Under Laws of the State of	California
State License Number and Classification	366764 C61/D49, C27

President	Patrick Mahoney
Secretary	Richard Mahoney
Treasurer	Rose Epperson

(Corporate Seal)

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING



CITY OF MORENO VALLEY

RFP #2020-018: TREE TRIMMING AND REMOVAL SERVICES

WCAINC.COM • 800.521.3714 • LIC #366764 • DIR #1000000956



Setting the gold standard.



Tree Pruning



Tree Removal



Tree Planting



GPS Tree Inventory



Emergency Response



Plant Health Care



ISA



CORPORATE CAPABILITIES

WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing nearly 1,000 full-time employees providing tree maintenance and management services. We are proudly serving over 275 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

COMPANY INFORMATION

President: Patrick Mahoney
 Organization Type: Corporation
 Established: 1972
 Federal Tax ID: 95-3250682
 DIR Registration: 1000000956
 Members of Laborers' Union: LiUNA!

CORPORATE OFFICE

2200 E. Via Burton St.
 Anaheim, CA 92806

REGIONAL OFFICES

Fresno, CA
 Indio, CA
 Pinole, CA
 Phoenix, AZ
Riverside, CA
 Sacramento, CA
 San Diego, CA
 San Jose, CA
 Stockton, CA
 Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President
 Corporate Office
 Phone (714) 991-1900
 Fax (714) 956-3745
 Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Martin Cortez, Area Manager
 21718 Walnut Ave.
 Grand Terrace, CA 92313
 Phone (714) 396-9544
 Fax (909) 783-6515
 Email: mcortez@wcainc.com

EMERGENCY RESPONSE 24/7
 866-LIMB-DOWN

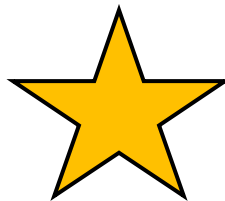
OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

*Tree care professionals serving
 communities who care about trees.*

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



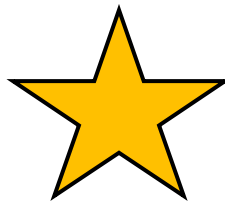
**80+ ISA Certified
 Arborists**



**45+ Years Experience
 (Similar Size & Scope)**



**950+ Qualified
 Employees**



**Less than 2% turnover
 ratio for service staff**



**Local Office
 Riverside**



**1250+ Fleet of
 Modern Equipment**

CORPORATE CAPABILITIES

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49 & C27
- Over \$8,500,000 line of credit available
- Bonded by CBIC, an A+ rated company
- 950+ employees
- 275+ contracts with public agencies
- 80+ Certified Arborists
- 140+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 500,000 trees **pruned** annually over past 3 years
- Avg. 18,000 trees **removed** annually over past 3 years
- Avg. 14,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$10 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$110 million annually
- Fleet of approximately 1,250 pieces of equipment



Active Memberships:
Tree Care Industry Association (TCIA)
 International Society of Arboriculture (ISA)
 League of California Cities (LCC)
 California Parks & Recreation Society (CPRS)
 Association of California Cities- Orange County (ACCOC)
 Maintenance Superintendents Association (MSA)
 California Landscape Contractors Association (CLCA)
 Street Tree Seminar (STS)
 California Urban Forest Council (CaUFC)
 American Public Works Association (APWA)

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE
 License Number: **366764**
 Business Name: **WEST COAST ARBORISTS INC**
 Classification(s): **C61/D49 C27**
 Expiration Date: **12/31/2020**
 www.cslb.ca.gov

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
 1001 I STREET
 SACRAMENTO, CALIFORNIA 95814
 ISSUED: January 01, 2020
 EXPIRES: December 31, 2021
Pest Control Business - Main LICENSE
 LICENSE NO. 39575
 Invalid if insurance and/or qualified person(s) lapse before expiration date.
 Mailing Address: WEST COAST ARBORISTS, INC. 2200 E VIA BURTON ST ANAHEIM, CA 92806
 Business Location: WEST COAST ARBORISTS, INC. 2200 E VIA BURTON ST ANAHEIM, CA 92806
 POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
 THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

State of California
Department of Industrial Relations
Contractor Information
 Legal Entity Name: WEST COAST ARBORISTS, INC.
 Corporation
 Active
 1000000956
 07/01/19
 06/30/22
 2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
 2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
 ygonzalez@wcainc.com
 License Number (s)
 CSLB:366764

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING



2

STAFF QUALIFICATIONS



Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

Patrick Mahoney, President



Rose Epperson, Vice President



Chris Crippen, VP IT



Andy Trotter, VP Field Operations



Jason Pregar, Regional Manager



Richard Mahoney, Vice President

Debbie DePasquale, VP Contract Services

Victor Gonzalez, VP Marketing

Randy Thompson, VP Operations



UPPER MANAGEMENT TEAM

From marketing, contract administration, field and fleet management, to information technology, our Upper Management Team is involved in the day-to-day operations supporting each Project Team and Customer to ensure the highest quality of tree care is being achieved in the industry.

PROJECT TEAM

MARTIN CORTEZ, AREA MANAGER

ISA Certified Utility Arborist Tree Worker Climber #WE 8539AUT - TCIA Certified Treecare Safety Professional #2958 - TLC Wildlife Aware - ISA Tree Risk Assessment Qualified

Mr. Cortez has been with WCA since 2006. Martin has worked as a groundman and trimmer. In time, his efforts were recognized as he's experienced a number of promotions: from Crew Leader to Foreman to Supervisor to now being the Area Manager of Riverside County and beyond. Today, Martin is responsible for field operations and management of crews. He is also involved in scheduling, evaluation and production of street tree maintenance.

MANUEL PEREZ, SUPERVISOR

ISA Certified Arborist Tree Worker Climber #WE 0818AT- ATSSA Traffic Control Technician #459650 - TCIA Certified Tree Care Safety Professional #575

As Site Supervisors, Manuel is a full-time employee and speaks fluent English. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisors, they will communicate with City officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. They also assist in employee training programs, maintain records, and file daily reports and receipts.

REINA GODDOY, CUSTOMER SERVICE REPRESENTATIVE (CSR)

As the CSR (Customer Service Representative), Reina is responsible for providing support to the Area Manager, Site Supervisors and crew. She is to act as a liaison between the company and it's clients as well as the general public. Esther is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.

ERNESTO MACIAS, RISK MANAGER/ LABOR RELATIONS

Ensures safety company-wide which includes the development, implementation and review of the company's in-house training programs, crew safety audits, and the company's Injury & Illness Prevention Program.

TIM CROTHERS, PLANT HEALTH CARE MANAGER

ISA Board Certified Master Arborist WE 7655 BUM - DPR Qualified Applicator #145321 - QAL Categories B&D

WCA's PHC program is managed in-house; there is no subcontracting. Staff is licensed by the CA Dept. of Pesticide Regulation. Our program goes beyond standard chemical applications as we expanded our services to include an Integrated Pest Management program. Inspection, diagnosis and treatments are available as needed.



Martin Cortez, Area Mgr.

Reina Godoy, Customer Svc.

Manuel Perez, Supervisor

Ernesto Macias, Risk Mgr.

Tim Crothers, PHC Mgr.

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

SPECIALIZED SAFETY TRAINING

Our ISA Certified Tree Workers go through specialized testing that proves they are competent to work in trees in a safe manner that protects themselves as well as the general public. We also qualify our employees to operate in a safe and efficient manner that meets and exceeds the industry standards, these programs are WCA Qualified Level 1 Tree Trimmer, WCA Qualified Level 2 Tree Trimmer, WCA Qualified Level 3 Tree Trimmer, WCA Qualified Big Boom Operator, WCA Qualified Loader Operator, WCA Qualified Roll-Off Driver. We also qualify all drivers that operate our vehicles by conducting 2 driving test and entering them into the California DMV pull program that monitors their driving record to ensure safe driving operators.

SAFETY TRAINING PROGRAMS

Jobsite Briefing - Conducted each work day.

Weekly Tailgate - Meetings held for each crew.

On the Job Training - New employees are assigned a "buddy" with experience to assist them.

Video Training - Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association (TCIA).

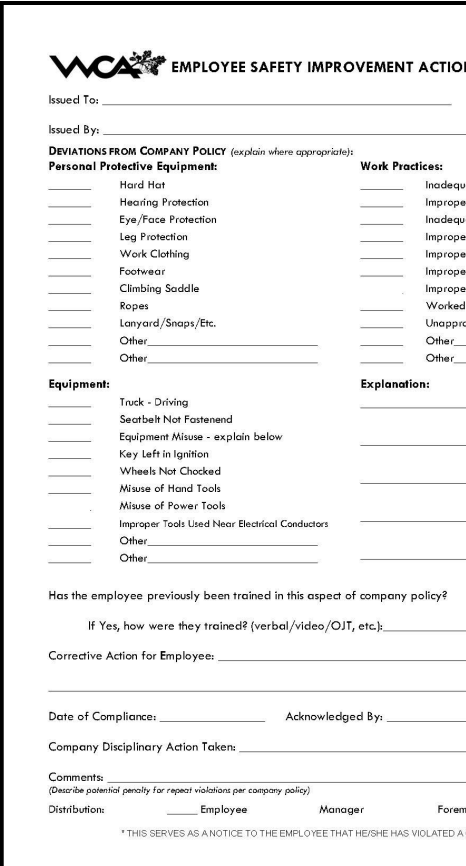
Safety Crew Lunch - This program rewards employees company-wide quarterly.

Safety Team - A 10 person committee that reviews and discusses safety procedures, problems and incentives.

Injury & Illness Prevention - Integral program to WCA's overall safety program.

Leadership Training - Continued training and study utilizing the Crew Leader Home Study Program, available through the Tree Care Industry Association (TCIA).

Certification Training - Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.



WCA EMPLOYEE SAFETY IMPROVEMENT ACTION PLAN

Issued To: _____

Issued By: _____

DEVIATIONS FROM COMPANY POLICY (explain where appropriate):

Personal Protective Equipment:	Work Practices:
Hard Hat _____	Inadequate _____
Hearing Protection _____	Improper _____
Eye/Face Protection _____	Inadequate _____
Leg Protection _____	Improper _____
Work Clothing _____	Improper _____
Footwear _____	Improper _____
Climbing Saddle _____	Improper _____
Ropes _____	Worked _____
Lanyard/Snaps/Etc. _____	Unapproved _____
Other _____	Other _____
Other _____	Other _____

Equipment:

Truck - Driving _____

Seatbelt Not Fastened _____

Equipment Misuse - explain below _____

Key left in Ignition _____

Wheels Not Chocked _____

Misuse of Hand Tools _____

Misuse of Power Tools _____

Improper Tools Used Near Electrical Conductors _____

Other _____

Other _____

Explanation: _____

Has the employee previously been trained in this aspect of company policy? _____

If Yes, how were they trained? (verbal/video/OJT, etc.): _____

Corrective Action for Employee: _____

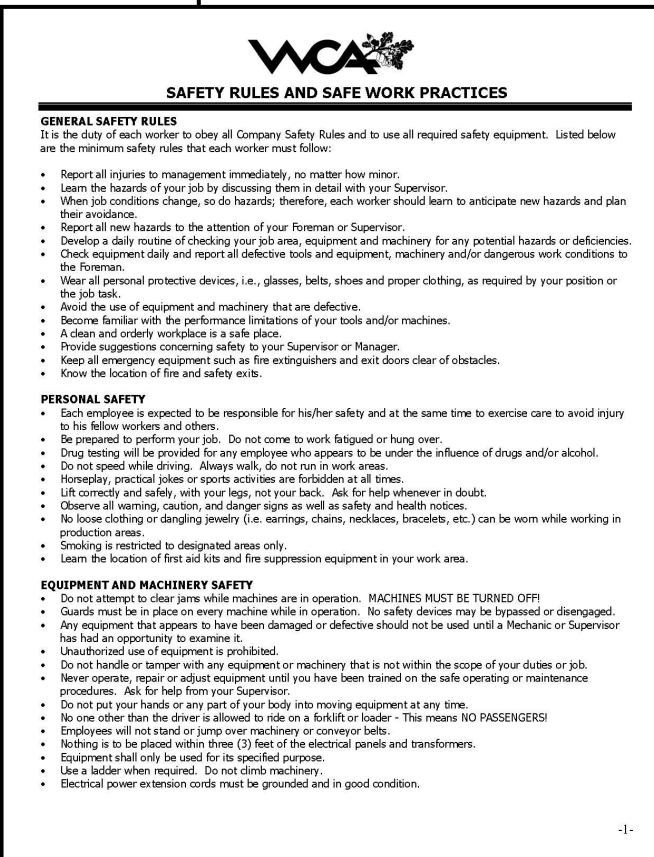
Date of Compliance: _____ Acknowledged By: _____

Company Disciplinary Action Taken: _____

Comments: _____
(Describe potential penalty for repeat violations per company policy)

Distribution: _____ Employee _____ Manager _____ Foreman _____

* THIS SERVES AS A NOTICE TO THE EMPLOYEE THAT HE/SHE HAS VIOLATED A COMPANY POLICY



WCA SAFETY RULES AND SAFE WORK PRACTICES

GENERAL SAFETY RULES

It is the duty of each worker to obey all Company Safety Rules and to use all required safety equipment. Listed below are the minimum safety rules that each worker must follow:

- Report all injuries to management immediately, no matter how minor.
- Learn the hazards of your job by discussing them in detail with your Supervisor.
- When job conditions change, so do hazards; therefore, each worker should learn to anticipate new hazards and plan their avoidance.
- Report all new hazards to the attention of your Foreman or Supervisor.
- Develop a daily routine of checking your job area, equipment and machinery for any potential hazards or deficiencies.
- Check equipment daily and report all defective tools and equipment, machinery and/or dangerous work conditions to the Foreman.
- Wear all personal protective devices, i.e., glasses, belts, shoes and proper clothing, as required by your position or the job task.
- Avoid the use of equipment and machinery that are defective.
- Become familiar with the performance limitations of your tools and/or machines.
- A clean and orderly workplace is a safe place.
- Provide suggestions concerning safety to your Supervisor or Manager.
- Keep all emergency equipment such as fire extinguishers and exit doors clear of obstacles.
- Know the location of fire and safety exits.

PERSONAL SAFETY

- Each employee is expected to be responsible for his/her safety and at the same time to exercise care to avoid injury to his fellow workers and others.
- Be prepared to perform your job. Do not come to work fatigued or hung over.
- Drug testing will be provided for any employee who appears to be under the influence of drugs and/or alcohol.
- Do not speed while driving. Always walk, do not run in work areas.
- Horseplay, practical jokes or sports activities are forbidden at all times.
- Lift correctly and safely, with your legs, not your back. Ask for help whenever in doubt.
- Observe all warning, caution, and danger signs as well as safety and health notices.
- No loose clothing or dangling jewelry (i.e. earrings, chains, necklaces, bracelets, etc.) can be worn while working in production areas.
- Smoking is restricted to designated areas only.
- Learn the location of first aid kits and fire suppression equipment in your work area.

EQUIPMENT AND MACHINERY SAFETY

- Do not attempt to clear jams while machines are in operation. MACHINES MUST BE TURNED OFF!
- Guards must be in place on every machine while in operation. No safety devices may be bypassed or disengaged.
- Any equipment that appears to have been damaged or defective should not be used until a Mechanic or Supervisor has had an opportunity to examine it.
- Unauthorized use of equipment is prohibited.
- Do not handle or tamper with any equipment or machinery that is not within the scope of your duties or job.
- Never operate, repair or adjust equipment until you have been trained on the safe operating or maintenance procedures. Ask for help from your Supervisor.
- Do not put your hands or any part of your body into moving equipment at any time.
- No one other than the driver is allowed to ride on a forklift or loader - This means NO PASSENGERS!
- Employees will not stand or jump over machinery or conveyor belts.
- Nothing is to be placed within three (3) feet of the electrical panels and transformers.
- Equipment shall only be used for its specified purpose.
- Use a ladder when required. Do not climb machinery.
- Electrical power extension cords must be grounded and in good condition.

-1-

Pictured left: Sample Safety Improvement Action Plan Form & Safety Rules and Safe Work Practices review sheet.

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

950+

Employees

LiUNA!

In partnership with the Laborer's International Union of North America (LiUNA!).
Higher Standards + Exemplary Training = Superior Employees

ISA Certified

81

Arborists

5

Board Certified Master Arborists

142

Tree Workers

WCA staff is trained to design and implement Traffic Control Plans.

ATSSA



1

Certified Urban Forester

74

WCA Certified Utility Line Clearance Workers

18

ISA Certified Utility Specialists

25

TCIA Certified Tree Care Safety Professionals

8

ISA Municipal Specialist

1

Nursery in Placentia & Dedicated Manager

6

Information Technology Specialists

75

Fleet Mechanics

16

NCCCO Certified Crane Operators

Unique Capabilities

PHC

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1

Advisor

10

Applicators



WILDLIFE PROTECTION

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife.



70

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute.

Board Certified Master Arborists

Cris Falco WE 7490 B
Michael Palat WE 6541 BUM
Kelley Gilleran WE 7061 B
Tim Crothers WE 7655 BUM
Glenn Reeve WE 10177 B



2 ASCA Consulting Arborists: Michael Mahoney, RCA #353 - Cris Falco, RCA #557

Additional List of ISA Certified Arborists

Employee Name	Cert #	Employee Name	Cert #
ADAN BALTAZAR REYNAGA	WE-7786AT	JESUS RAYA	WE-3449A
AL EPPERSON	WE-0719A	JOEL LOPEZ	WE-10871A
ANDREW R. TROTTER	WE-0642A	JOHN LEE PINEDA	WE-10367A
ARLENE BISCAN	WE-9806A	JORGE MAGANA	WE-3460A
BENJAMIN EUGENE BORDSON	WE-10777A	JOSE A. GONZALEZ MENDEZ	WE-6475A
BRIAN C. KIRKEGAARD	WE-10476A	JOSE M. CORTEZ TORRES	WE-8539A
BRIAN M. KOCH	WE-0341A	JOSE M. CHAVARRIA MANZO	WE-11210AT
CALVIN F. HAUPT	WE-7634A	JOSE MANUEL PEREZ	WE-0818A
CARLOS BRACAMONTES	WE-8557A	JOSEPH BARTOLO	WE-20344U
CHARLES PATRICK MADSEN	WE-0462A	JOSEPH NICK ALAGO	WE-4396A
CORINNE BRUNDER BASSETT	WE-11625A	JUAN ORTIZ	WE-8514A
CRISTAN ANGELO FALCO	WE-7490A	JUAN C. IXTA	WE-10144A
CURTIS PATRICK WORTH	WE-10972A	JUSTIN LEE MENZEL	WE-11756A
DANIEL CHAVARRIA	WE-10292A	KELLEY LEWIS GILLERAN	WE-7061A
DANIEL MAHONEY	WE-10434A	KRIS BURBIDGE	WE-9566A
DAVID COOPER	WE-0497A	LEONEL CORTEZ	WE-8625A
DEBORAH DEPASQUALE	WE-3812A	LORENZO PEREZ	WE-7443A
EDUARDO VARGAS	WE-11058AT	MANUEL BRIANO	WE-8791A
ELOY MARQUEZ	WE-11566AT	MARCO A. PADILLA JIMENEZ	WE-8621A
ERICK SERRANO	WE-6750A	MARIA MUNOZ-CAMPOS	WE-8267A
ERNESTO J. F. MACIAS	WE-7120A	MATED ARVIZU	WE-10151A
EUGENE BARRIENTOS	WE-8701A	MICHAEL W. PALAT	WE-6541A
FELIX HERNANDEZ	WE-2037A	NESTOR VALENCIA	WE-11359A
GERARDO PEREZ	WE-9131AT	PATRICK D. MAHONEY	WE-1172A
GERARDO MARTINEZ GARCIA	WE-11358A	RANDY J. THOMPSON	WE-1043A
GLENN D. WHITLOCK REEVE	WE-10177A	REBECCA A. MEJIA	WE-2355A
GONZALO REGALADO	WE-9952A	RENE ROSALES	WE-7941AT
HECTOR MONTES	WE-8079A	RICHARD R. MAHONEY	WE-1171A
HERMINIO PADILLA	WE-7552A	ROBERT D. THOMPSON	WE-0915AU
HUGO ANGEL RINCON	WE-8710A	RODNEY LYNN MORGAN	WE-9546A
IGNACIO LOPEZ	WE-7329A	ROSE M. EPPERSON	WE-1045A
ISIDORO ESTRADA BARBOZA	WE-11885A	SEAN PATRICK SULLIVAN	WE-10050A
J. ALONSO GARCIA-LOPEZ	WE-8499A	SHAWN A. GUZIK	WE-3182A
JAIME ROBELIO HERNANDEZ	WE-5297A	STEFAN B. KALLENBERG	WE-10730A
JAMES CHARLES WORKING	WE-1592A	STEPHEN GLENN DAVIS JR	WE-10894A
JAMES PAUL SPECK II	WE-10858AT	STEVE B. HUNT	WE-1044A
JARED LEE MAYSEY	WE-11510A	TIMOTHY CROTHERS	WE-7655A
JASON PINEGAR	WE-2039AU	VICTOR M. GONZALEZ	WE-7175A
JASON ROSS DAVLIN	WE-7628A	WALLACE BURCH	WE-0713A
JEFFERY B. WILLIAMS	WE-1100A	WILLIAM STEVE PONCE	WE-6461A

JOSE INEZ MANGILLA	WE-10983T	JULIO C. GARCIA VAZQUEZ	WE-11175T
JOSE JUAN PEREZ	WE-11246T	KYLE JAMES VIGNEAU	WE-10962T
JOSE LUIS DELREAL	WE-11231T	LEONARDO RAMOS	WE-11264T
JOSE M. CORTEZ TORRES	WE-8539AUT	LEONEL CORTEZ	WE-8625AT
JOSE M. MUNIZ GARCIA	WE-11686T	LETUSA MUAAU JR	WE-11021T
JOSE M. CHAVARRIA MANZO	WE-11210T	LORENZO PEREZ	WE-7443AT
JOSE MANUEL PEREZ	WE-0818AT	LUIS A. MUNOZ RAMIREZ	WE-11023T
JOSE R. GRANADOS	WE-11186T	LUIS P. PEREZ	WE-11245T
JOSEPH ANTHONY NUNN	WE-11034T	MANUEL BARRAGAN	WE-10925T
JUAN BECERRA	WE-10932T	MANUEL BRIANO	WE-8791AT
JUAN MARQUEZ	WE-10987T	MARCO A. PADILLA JIMENEZ	WE-8621AT
JUAN ORTIZ	WE-8514AT	MARCO ANTONIO VERGARA	WE-11065T
JUAN TELLEZ TAPIA	WE-11137T	MARCOS RICHARD-MARTINEZ	WE-10989T
JUAN AMADOR ARCE	WE-11480T	MARCOS GAMINO	WE-11482T
JUAN C. PENNA-ARIAS	WE-11327T	MARTIN BARRERA	WE-10928T
JUAN CARLOS MORA	WE-11019T	MATED ARVIZU	WE-10918T

WCA's ISA Certified Tree Workers

Employee Name	Cert #	Employee Name	Cert #
ADAM RODRIGUEZ	WE-11281T	FELIX HERNANDEZ	WE-2037AT
ADAN BALTAZAR REYNAGA	WE-7786AT	FRANCISCO LOPEZ	WE-10952T
AGUSTIN LOZANO	WE-11306T	FRANCISCO RAMIREZ	WE-11259T
ALEJANDRO VALENZUELA	WE-11674T	FRANCISCO VILLANUEVA	WE-10965T
ALFREDO ANGEL LOPEZ	WE-11334T	FRANCISCO URENA JIMENEZ	WE-11075T
ANDRES ROMAN	WE-11285T	GABRIEL GAMINO	WE-1167T
ANTONIO CASTELLANDS	WE-11203T	GABRIEL MERCADO RUIZ	WE-11568T
ANTONIO GRADILLA	WE-11185T	GERARDO PEREZ	WE-9131AT
ANTONIO GARCIA CONTRERAS	WE-11173T	GERARDO A. ORDUND	WE-11036T
ARIEL ALONSO	WE-10906T	GERARDO MARTINEZ GARCIA	WE-10997T
ARMANDO SOTO	WE-11131T	GLENN D. WHITLOCK REEVE	WE-10177ATM
ARMANDO O. LOPEZ	WE-10953T	GONZALO REGALADO	WE-9952AT
AUDOMARO CORRAL	WE-11220T	HECTOR MONTES	WE-8079AUT
AURELIO COVARRUBIAS	WE-11629T	HERIBERTO CORONEL WENCESLAD	WE-11218T
AURELIO PAZ-GUZMAN	WE-11084T	HUGO ANGEL RINCON	WE-8710AT
BRIAN C. KIRKEGAARD	WE-10476AT	HUMBERTO CHAVARRIA	WE-11207T
CARLOS IXTA	WE-11106T	ISAIAS MACIAS	WE-10979T
CARLOS RAMOS	WE-11263T	ISRAEL A. RAMIREZ	WE-11567T
CELEDONIO R. MANZANO OLEA	WE-10984T	J. REFUGIO ESCAMILLA	WE-1153T
CELESTINO PEREZ	WE-11243T	J. SOCORRO GARCIA	WE-11172T
CESAR WENCESLAD	WE-10968T	JAIME ROBELIO HERNANDEZ	WE-5297AT
CESAR G. VALENZUELA REYES	WE-11076T	JAMES CHARLES WORKING	WE-1592AT
CHARLES F.M. INSCO	WE-11368T	JEFFERY B. WILLIAMS	WE-1100AT
CURTIS PATRICK WORTH	WE-10972AT	JESUS RAYA	WE-3449AT
DANIEL CHAVARRIA	WE-10292AT	JESUS A. MONTES	WE-11014T
DANIEL RIVAS	WE-10850T	JESUS M. SARABIA PENNA	WE-11450T
DANIEL GEORGE POTTS	WE-11534T	JOEL LOPEZ	WE-10871AT
DANIEL J. KJUTSEN JR	WE-11715T	JOEL MARTINEZ	WE-10992T
DANNY AVITIA	WE-11638T	JOEL ORTIZ	WE-11039T
DELFINO AGUILAR-MORALES	WE-10900T	JOEL M. RIVERA	WE-11273T
DEMETRIO LIRA	WE-11323T	JOHN LEE PINEDA	WE-10367AT
DEMETRIO DSEGUERA	WE-11043T	JORGE ARREDOLA-HERNANDEZ	WE-11321T
EDIBERTO SERNA SALAZAR	WE-11051T	JORGE DUENAS	WE-11144T
EDUARDO AVILA	WE-10812T	JORGE JIMENEZ	WE-11110T
EDUARDO MARTINEZ BECERRA	WE-10991T	JOSAFAT MONTOYA	WE-11015T
EDUARDO VARGAS	WE-11058T	JOSE AGUAYO	WE-10899T
ELIGIO IBARRA CARDOZO	WE-11197T	JOSE JIMENEZ	WE-11108T
ELOY MARQUEZ	WE-11566T	JOSE JIMENEZ HERNANDEZ	WE-11113T
ENRIQUE SANDOVAL	WE-11302T	JOSE VEGA	WE-11062T
ERNESTO GONSALEZ	WE-11461T	JOSE A. ALVAREZ	WE-10908T
EUGENE BARRIENTOS	WE-8701AUT	JOSE A. GONZALEZ MENDEZ	WE-6475AT
FAUSTO GUZMAN	WE-11083T	JOSE ABEL CANGINO	WE-11192T
FELIX GARCIA	WE-11170T	JOSE AGUSTIN CARRILLO	WE-11200T
MELCHOR LEMUS	WE-11237T	JOSE F. DRELLANA	WE-11483T
MICHAEL LOUIS YOUNG	WE-11687T	ROBERT JAY ADDISON JR	WE-10898T
MIGUEL AYALA	WE-10924T	RODNEY LYNN MORGAN	WE-9546AUT
MIGUEL MACIAS	WE-10978T	ROMUALDO GAETA LUNA	WE-11165T
NELSON R. AGUIRRE	WE-10901T	SALOMON SILVA	WE-11053T
OSCAR IGNACIO RIVERA	WE-11424T	SALUSTIO SANCHEZ	WE-11462T
PEDRO CUEVAS	WE-11765T	SAMUEL JIMENEZ	WE-11109T
PEDRO GARCIA	WE-11168T	SANTOS MACIAS LEMUS	WE-10980T
PEDRO SANDOVAL	WE-11301T	SERGIO LOPEZ-RIVERA	WE-10957T
PEDRO ALTAMIRANO	WE-11095T	STEFAN B. KALLENBERG	WE-10730AT
RAMON ZUNIGA GOMEZ	WE-10977T	STEPHEN GLENN DAVIS	WE-10894AT
RANULFO PERALTA CASTANEDA	WE-11202T	STEVE B. HUNT	WE-1044A
RAUL MANZO HERNANDEZ	WE-10985T	VENTURA GOMEZ	WE-11180T
RAUL TELLEZ TAPIA	WE-11138T	WALLACE BURCH	WE-0713AT
RAYMUNDO GUTIERREZ	WE-11080T		
RENE ROSALES	WE-7941AT		



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QUALITY CONTROL

IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound, reliable equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the City's specifications.

Area Manager: Martin Cortez

ISA Certification #: WE-8539A

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the City to review work schedule and progress
- Insure standards of pruning are performed in accordance with City specifications
- Maintain open communication with the City Inspector and field crew

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

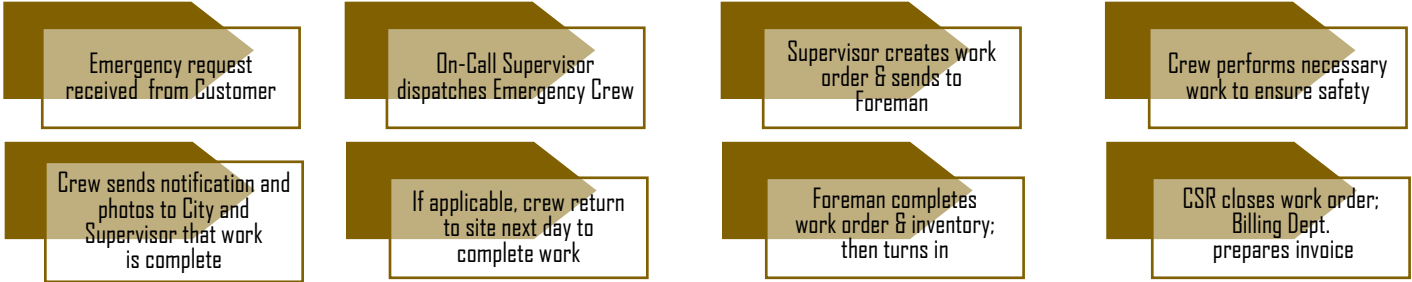
All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

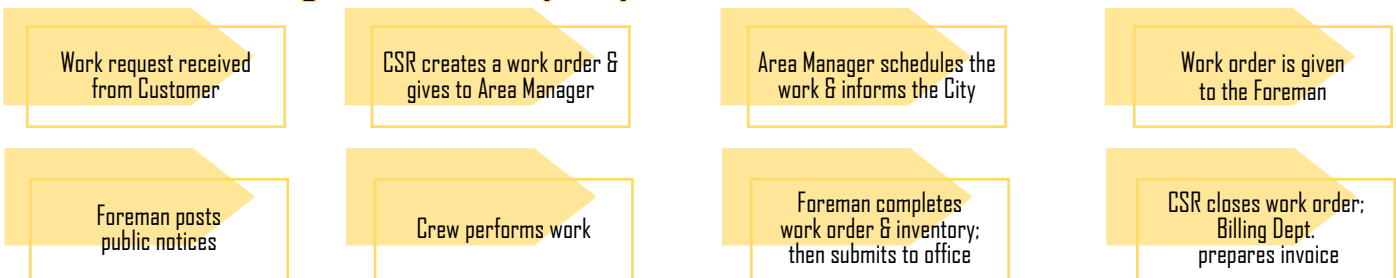
WCA will give right to operate within the project to the Agency workers and/other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

WORKFLOW TIMELINE

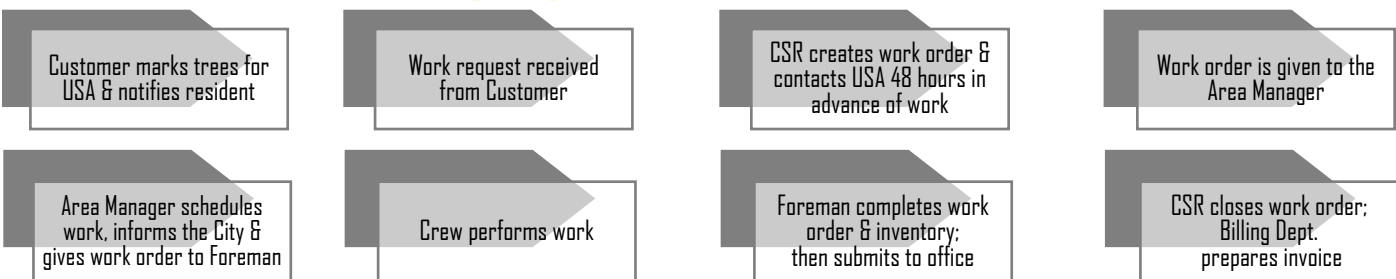
Emergency Flowchart (1 Hour Response/ 24 Hour Completion)



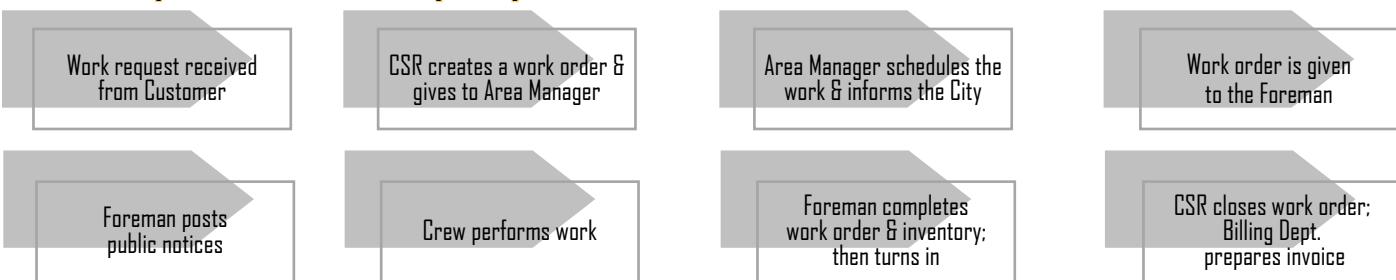
Scheduled Tree Pruning Flowchart (30 day Completion)



Scheduled Removal Flowchart (15 day Completion)



Service Request Flowchart (15 day Completion)



EMERGENCY CONTACTS

TOLL FREE
866.546.2369

in case of emergency
after normal business hours

Leave a message, if you do not receive a call back within 10 minutes, call the following contacts in order:

LEONEL CORTEZ, SUPERVISOR
714.412.0424

MANUEL PEREZ, SUPERVISOR
626.255.2821

MARTIN CORTEZ, AREA MANAGER
714.920.0558

After confirmation from on call Manager, you can email multiple locations to:
LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS
714.991-1900



SAMPLE PLANTING DOOR HANGER

HELP ME GROW!

WATER THE TREE
once (1) per week during cool months.

PLEASE DO NOT
change or adjust the stakes.

PLEASE DO NOT
adjust the water basin or mulch placed around the tree.

WATER THE TREE
twice (2) per week during warm months.

KEEP THE TREE FREE
of weeds and other plants.

WCA
Services Provided By:
West Coast Arborists, Inc., 2200 E. Via Burton St., Anaheim, CA 92806
800.521.3714

TREE CARE PROFESSIONALS
SERVING COMMUNITIES WHO CARE ABOUT TREES

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the City.

*Excluding emergency services.

Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.



Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the City Representative immediately upon damage of personal property including plans for corrective measures to take place within 48 hours.

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.

Any activities found by the City to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.



OATH OF COMMITMENT

WCA is committed to working with the your agency staff to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by your agency and ensure residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the agency's budget and that the agency may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

This is our oath of commitment to uphold the namesake of your agency by providing gold standard tree care services.

Patrick Mahoney, President

2020

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SERVICE APPROACH

PRUNE CLASSIFICATIONS

Grid Prune- Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 25% of the live foliage removed at a given time.

Full Prune/Crown Reduction- Crown reduction is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be reduced. A full prune is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a full prune shall have more than 25% of the live foliage removed at a given time.

Service Requests

A Service Request Prune includes tree maintenance services on designated tree(s) as ordered by the City Arborist or designee. Pruning may include structural pruning, crown raising, crown cleaning or pruning to reduce/restore the crown. Whichever work type is ordered by the City, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Work assignments from the City may require mobilization from one tree site to another within the City.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors

Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

Root Pruning

We strongly recommend against any root pruning, however, should the City elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away.

Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification.

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the City. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the City, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim Crothers goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

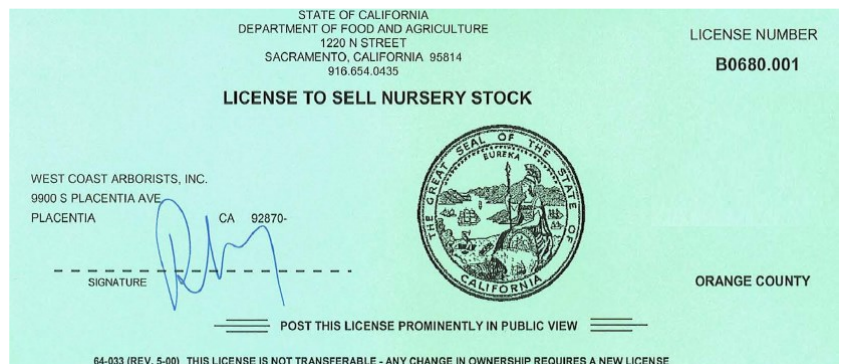
- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.

Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility in Placentia, Brea, or if possible, at a staging area within the City. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.



Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

GREEN WASTE

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.



MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to a yard in Irvine where a firewood retailer splits and resells the firewood to local residents.

LOGS TO LUMBER is an old idea with a new approach by converting Agency trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests.

LOGS TO LUMBER *Recycling the Urban Forest*



"Logs to Lumber" evolved from a 12-month trial program where West Coast Arborists, Inc. (WCA) worked with the California Department of Forestry and Fire Protection (CDF).

The Goal

is to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand on trees from natural forests.



Reducing

waste from the urban forest.



Converting

trees removed into useable lumber.

Assisting

with landfill diversion (AB939).

Giving

back to the Community!

The program proves to be successful and now WCA transports suitable logs to our wood recycling center, Woodhill Firewood.



5 INFORMATION MANAGEMENT

INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your City in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed **300+** GPS tree inventories.



ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the City. Proper use of this system enables the City and WCA to track the completion of work that is ordered.

BILLING

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

SAMPLE MANAGEMENT TOOLS

DETAILED TREE SITE CHARACTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the City with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

SAMPLE CITY SPECIES FREQUENCY REPORT

	Botanical	Common	Total	Pct.
	Liquidambar styraciflua	AMERICAN SWEETGUM	4,781	14.36%
	Lagerstroemia indica	CRAPE MYRTLE	2,008	6.03%
	Ulmus parvifolia	CHINESE ELM	1,963	5.90%
	Fraxinus velutina 'Modesto'	MODESTO ASH	1,820	5.47%
	Cupaniopsis anacardioides	CARROTWOOD	1,568	4.71%
	Fraxinus velutina	ARIZONA ASH	1,259	3.78%
	Pinus canariensis	CANARY ISLAND PINE	1,191	3.58%
	Grevillea robusta	SILK OAK	1,141	3.43%
	Pistacia chinensis	CHINESE PISTACHE	1,127	3.39%
	Liriodendron tulipifera	TULIP TREE	1,076	3.23%
	Other	OTHER	15,355	46.13%
	Total Trees		33,289	100%

The Species Frequency report can assist your City in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your City.

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Tees at an Address
- Estimated Tree Value



Modern Fleet consisting of 1250+

6 EQUIPMENT SUMMARY

EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications as required.

CHP Biennial Inspection of Terminal Certification

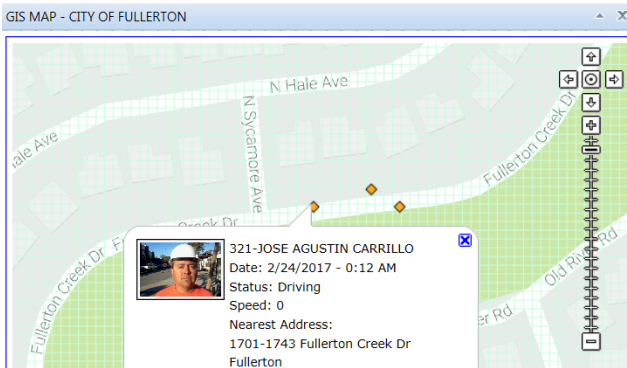
We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

NetworkCar Fleet Solutions

WCA has partnered with NetworkCar Fleet Solutions to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions. GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers

EQUIPMENT LIST SUMMARY:	
Pick Up Trucks	300
Aerial Lift Devices	300
95' Aerial Devices	15
Dump Trucks	180
Flat Beds	44
Forklifts	8
Arrowboards	70
ATVs	7
Stump Grinders	55
Loaders	77
Rubber Track Loader	1
Root Pruners	2
Rolloff Trucks	45
Saw Mill	3
Log Skidder	1
Back Hoes	1
Brush Chippers	166
Cranes	6
Toyota Prius	13
Toyota Yaris	9
Ford CMAX	4



CURRENT CONTRACT WORK EXPERIENCE

WCA, Inc. understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the City's entire urban forest.

CITY OF MURRIETA



Annual Budget: \$ 350,000
Contact: George Moring, Parks Maint. Supv.
Address: 37000 Ruth Ellen Way, Murrieta, CA 92653
Phone: (951) 461-6112
Email: gmoring@murrieta.org

CITY OF CORONA



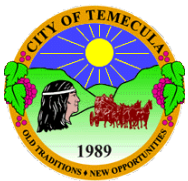
Annual Budget: \$ 1,200,000
Contact: Moses Cortez, Parks & Landscape Supv.
Address: 755 Corporation Yard Way, Corona, CA 92880
Phone: (951) 817-5728
Email: moses.cortez@ci.corona.ca.us

CITY OF INDIO



Annual Budget: \$ 400,000
Contact: Paul Stalma, Parks Supervisor
Address: 83-101 Avenue 45, Indio, CA 92210
Phone: (760) 625-1806
Email: pstalma@indio.org

CITY OF TEMECULA



Annual Budget: \$ 500,000
Contact: Rodney Tidwell
Address: 41000 Main St., Temecula, CA 92589
Phone: (951) 694-6411
Email: Rodney.tidwell@cityoftemecula.org

CITY OF REDLANDS



Annual Budget: \$ 100,000
Contact: Erick Reeves, Parks Division Coord.
Address: P.O. Box 3005, Redlands, CA 92373
Phone: (909) 798-7853
Email: ereeves2@cityofredlands.org

7

REFERENCES/ EXPERIENCE

SINCE 2007

Primarily WCA performs tree maintenance services including removals for all of Murrieta's city-owned trees in the parkways, medians, and Landscape Maintenance Districts on an as-needed basis.

SINCE 2006

The City of Corona and WCA have been working together on the City's urban forest since 2010. City crews maintain the landscape maintenance districts. The City has initiated a removal project where dead, diseased, and dying trees are being phased out. In turn, the City has been planting over 100 trees annually.

SINCE 2006

We currently maintain the City's landscape maintenance districts consisting of over 10,000 street trees. These trees are maintained on an annual 3-5 year maintenance cycle. All palm tree species are trimmed annually and removals are based on an as needed basis. WCA is a supporter and participant in the City's annual Arbor Day celebration. Based on the positive letters the City has received, we have gained a reputation as a conscientious tree maintenance firm capable of performing high quality service.

SINCE 2006

Primarily WCA performs tree maintenance services for all of Temecula's city-owned trees. The City currently is on a 3-5 year pruning maintenance cycle. Removals are performed on an as-needed basis. Temecula manages their urban forest by utilizing ArborAccess, the inventory software program provided by WCA.

SINCE 2004

We provide complete urban forestry management for more than 38,000 trees, including tree pruning, removals, planting and emergency services. We also provide inventory updates to the City's own inventory database. There are over 1,000 tree removal work records since the beginning of the contract.

FIRM EXPERIENCE

Listed below are current contracts (in alphabetical order) valued over \$1,000,000 annually. These contracts represent WCA corporate capabilities to provide superior and professional work to public agencies.

CUSTOMER	DURATION	ANNUAL CONTRACT AMOUNT
City of Anaheim/Anaheim Utilities	Since 2007	\$ 1,750,000.00
City of Beverly Hills	Since 2000	\$ 1,375,000.00
City of Corona	Since 2010	\$ 1,300,000.00
City of Fullerton	Since 1998	\$ 1,000,000.00
City of Glendale	Since 2015	\$ 1,056,000.00
City of Huntington Beach	Since 2008	\$ 1,000,000.00
City of Long Beach	Since 2016	\$ 1,200,000.00
City of Palo Alto	Since 2016	\$ 1,400,000.00
City of Sacramento	Since 2015	\$ 1,000,000.00
City of San Diego	Since 2015	\$ 2,000,000.00
City of Santa Ana	Since 2015	\$ 1,082,000.00
City of Santa Monica	Since 2011	\$ 1,723,000.00
County of LA	Since 2015	\$ 4,300,000.00
County of Orange	Since 2013	\$ 1,800,000.00
Riverside Public Utilities	Since 2016	\$ 2,000,000.00

EXPERIENCE (SIMILAR SIZE & SCOPE)

The references listed above are all current contracts displaying WCA's capabilities to provide the necessary manpower, experience, and equipment to manage Cities and Counties that require a heightened level of attention, expectation and need in comparison to other types of customers (i.e., HOA's, commercial and residential).

WCA, Inc. specializes in tree care for municipalities and public agencies. WCA, Inc. does not provide residential service or sub-contract.

EXPERIENCE- CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA



CITY OF AGOURA HILLS
 CITY OF ALAMEDA
 CITY OF ALHAMBRA
 CITY OF ANAHEIM
 CITY OF ARTESIA
 CITY OF AZUSA
 CITY OF BALDWIN PARK
 CITY OF BELL
 CITY OF BELLFLOWER
 CITY OF BEVERLY HILLS
 CITY OF BREA
 CITY OF BRENTWOOD
 CITY OF BUENA PARK
 CITY OF BURBANK
 CITY OF CAMARILLO
 CITY OF CARLSBAD
 CITY OF CARMEL-BY-THE-SEA
 CITY OF CARPINTERIA
 CITY OF CARSON
 CITY OF CERRITOS
 CITY OF CHINO HILLS
 CITY OF CHOWCHILLA
 CITY OF CHULA VISTA
 CITY OF CITRUS HEIGHTS
 CITY OF CLAREMONT
 CITY OF COACHELLA
 CITY OF CONCORD
 CITY OF CORONA
 CITY OF CORONADO
 CITY OF COSTA MESA
 CITY OF COVINA
 CITY OF CULVER CITY
 CITY OF DANA POINT
 CITY OF DAVIS
 CITY OF DEL MAR
 CITY OF DIAMOND BAR
 CITY OF DUARTE
 CITY OF EL CAJON
 CITY OF EL CERRITO
 CITY OF ENCINITAS
 CITY OF FILLMORE
 CITY OF FONTANA
 CITY OF FRESNO
 CITY OF FULLERTON
 CITY OF GARDEN GROVE
 CITY OF GARDENA
 CITY OF GILROY
 CITY OF GLENDALE
 CITY OF GLENORA
 CITY OF HUNTINGTON BEACH
 CITY OF IMPERIAL BEACH

CITY OF INDIAN WELLS
 CITY OF IRVINDALE
 CITY OF LA CANADA FLINTRIDGE
 CITY OF LA HABRA
 CITY OF LA MESA
 CITY OF LA MIRADA
 CITY OF LA PALMA
 CITY OF LA PUENTE
 CITY OF LA VERNE
 CITY OF LAGUNA BEACH
 CITY OF LAGUNA HILLS
 CITY OF LAGUNA NIGUEL
 CITY OF LAKE ELSINORE
 CITY OF LAKEWOOD
 CITY OF LODI
 CITY OF LOMITA
 CITY OF LOMPOC
 CITY OF LONG BEACH
 CITY OF LOS ALAMITOS
 CITY OF LOS ALTOS
 CITY OF LOS ANGELES
 CITY OF MADERA
 CITY OF MANHATTAN BEACH
 CITY OF MAYWOOD
 CITY OF MENLO PARK
 CITY OF MILPITAS
 CITY OF MISSION VIEJO
 CITY OF MONROVIA
 CITY OF MONTCLAIR
 CITY OF MONTEBELLO
 CITY OF MONTEREY
 CITY OF MONTEREY PARK
 CITY OF MOORPARK
 CITY OF MORENO VALLEY
 CITY OF MORGAN HILL
 CITY OF MOUNTAIN VIEW
 CITY OF MURRIETA
 CITY OF NEWARK
 CITY OF NORCO
 CITY OF NORWALK
 CITY OF OAKLEY
 CITY OF OCEANSIDE
 CITY OF ONTARIO
 CITY OF ORANGE
 CITY OF OXNARD
 CITY OF PALO ALTO
 CITY OF PARAMOUNT
 CITY OF PERRIS
 CITY OF PLACENTIA
 CITY OF PLEASANTON
 CITY OF POMONA
 CITY OF PORTERVILLE
 CITY OF POWAY
 CITY OF RANCHO PALOS VERDES

CITY OF REDLANDS
 CITY OF RIALTO
 CITY OF RIVERSIDE
 CITY OF ROSEMEAD
 CITY OF ROSEVILLE
 CITY OF SACRAMENTO
 CITY OF SAN BERNARDINO
 CITY OF SAN DIEGO
 CITY OF SAN DIMAS
 CITY OF SAN FERNANDO
 CITY OF SAN GABRIEL
 CITY OF SAN JACINTO
 CITY OF SAN JOSE
 CITY OF SAN JUAN CAPISTRANO
 CITY OF SAN MARCOS
 CITY OF SAN RAMON
 CITY OF SANTA ANA
 CITY OF SANTA BARBARA
 CITY OF SANTA CLARA
 CITY OF SANTA FE SPRINGS
 CITY OF SANTA MARIA
 CITY OF SANTA MONICA
 CITY OF SANTA PAULA
 CITY OF SANTEE
 CITY OF SIERRA MADRE
 CITY OF SIGNAL HILL
 CITY OF SOLANA BEACH
 CITY OF SOUTH PASADENA
 CITY OF SOUTH SAN FRANCISCO
 CITY OF STOCKTON
 CITY OF SUNNYVALE
 CITY OF TEMECULA
 CITY OF TEMPLE CITY
 CITY OF THOUSAND OAKS
 CITY OF TORRANCE
 CITY OF TRACY

CITY OF TULARE
 CITY OF TUSTIN
 CITY OF UNION CITY
 CITY OF UPLAND
 CITY OF VENTURA
 CITY OF VICTORVILLE
 CITY OF VISALIA
 CITY OF VISTA
 CITY OF WALNUT
 CITY OF WEST COVINA
 CITY OF WEST HOLLYWOOD
 CITY OF WEST SACRAMENTO
 CITY OF WHITTIER
 CITY OF WOODLAND
 CITY OF YORBA LINDA
 COUNTY OF ALAMEDA
 COUNTY OF COLUSA
 COUNTY OF CONTRA COSTA
 COUNTY OF FRESNO
 COUNTY OF LOS ANGELES
 COUNTY OF MONTEREY
 COUNTY OF ORANGE
 COUNTY OF RIVERSIDE
 COUNTY OF SAN BERNARDINO
 COUNTY OF SAN DIEGO
 COUNTY OF SAN JOAQUIN
 COUNTY OF TULARE
 COUNTY OF YOLO
 TOWN OF ATHERTON
 TOWN OF LOS GATOS

Attachment: Agreement for Tree Trimming Services (4156 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: September 15, 2020

TITLE: APPROVE A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES AND COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR SUNNYMEAD MDP LINE B-16A, STAGE 2, PROJECT NO. 804 0015

RECOMMENDED ACTION

Recommendations:

1. Approve a Professional Consultant Services Agreement with Albert A. Webb Associates, 3788 McCray Street Riverside, CA 92506 for preliminary engineering, design, and construction support for Sunnymead Master Drainage Plan (MDP) Line b-16A, Stage 2 project and authorize the City Manager to execute an agreement, subject to the approval by the City Attorney;
2. Approve the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (District), in substantially the form attached hereto, for the Sunnymead Master Drainage Plan (MDP) Line b-16A, Stage 2 project and authorize the City Manager to execute the agreement, subject to the approval by the City Attorney;
3. Authorize the issuance of a Purchase Order to Albert A. Webb Associates, in the amount of \$159,916.00 when the agreement has been signed by all parties, funded by Riverside County Flood Control & Water Conservation District (RCFC&WCD);
4. Authorize the Public Works Director to execute any subsequent related Amendments to the Agreement for Professional Consultant Services with Albert A. Webb Associates, not to exceed the Purchase Order amount, subject to the approval by the City Attorney;

5. Authorize the Public Works Director/City Engineer to approve any minor changes and amendments to the Cooperative Agreement with the District that may be requested by the District and/or the City subject to the approval of the City Attorney;
6. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends approval of an agreement for Professional Consultant Services with Albert A. Webb Associates (“Webb”) and the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (District) for the Sunnymead Master Drainage Plan (MDP) Line B-16A, Stage 2 project.

DISCUSSION

This project is to design and construct a storm drain system including approximately 3,100 feet of reinforced concrete pipe (RCP) size of 24” and 36” along Kitching Street north of Ironwood Avenue. The proposed storm drain system is identified as storm drain Line B-16A in the District’s Sunnymead MDP. The proposed Line B-16A collects flows from an existing culvert in Kalmia Avenue just east of Kitching Street and conveys them south along Kitching Street. The pipe runs north of Jaffa Way and connects to an existing system in Kitching Street, 300’ north of Ironwood Ave. Steeply sloped topography and the lack of existing underground water conveyance systems in this area result in flooding and erosion, along Kitching Street and Ivy Lane during major storms.

The project is programmed and funded by the District to mitigate the flooding issue experienced by the local residents for 10-year storm events. The Cooperative Agreement sets forth the City’s responsibilities and the District’s responsibilities, both in terms of scope and financial responsibility. The District will fully fund the design and construction phases in the amount of \$1,930,000. The City will be responsible for the management of the design phase and oversee the bidding and construction phases. Once constructed, the City will maintain the installed infrastructure.

Requests for Proposals (RFP) for Professional Consultant Services were distributed and advertised on PlanetBids in April 2020. The City received one (1) proposal from Webb in response to the RFP. Following the selection process, Capital Projects has reviewed the proposal and considered Webb qualified to perform the work consisting of full service preliminary engineering, design, and construction support. The selection process was pursuant to the City’s Municipal Code requirements for professional services procurement. The proposal amount provided in the RFP by Webb was within the pre-established budget for design.

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: “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. *This alternative will provide for the Sunnymead MDP Line B-16A to move forward on schedule and resolve the flooding issue.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the Sunnymead MDP Line B-16A project and does not mitigate the flooding issue from a 10-year storm event in the area, which may lead to additional erosion in the project area.*

FISCAL IMPACT

Per the Cooperative Agreement, the District will fully fund the project for design and construction in the total amount of \$1,930,000. The District has approved and allocated \$200,000 to the City in FY 2020/21 and will continue to allocate funds, to the full amount, per the Cooperative Agreement. There is no impact to the General Fund.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
CIP	PW General Capital Projects	3002-99-99-93002-500600 804 0015-3002-98	REV	\$0	\$1,930,000	\$1,930,000
CIP	PW General Capital Projects	3002-70-77-80004-720199 804 0015-3002-99	EXP	\$0	\$1,924,659	\$1,924,659

PROJECT BUDGET:

District’s ADP - Public Works General Capital Projects
 (Account 3002-70-77-80004-720199) (Project No. 804 0015-3002-99)
 Total \$1,930,000

ESTIMATED CITY PROJECT COSTS:

Environmental/Permitting/Right of Way \$210,000
 Professional Consultant Services \$159,916
 Construction \$1,250,000
 Construction Materials Testing and Surveying \$80,000
 Mitigation/Monitoring During Construction \$60,000
 Project Administration/Inspection* \$150,000
 Total \$1,909,916

*Project administration and inspection will be provided by City staff

ANTICIPATED PROJECT SCHEDULE:

Design and Permitting October 2020 - December 2021

Construction Summer 2022

NOTIFICATION

Public notification and community outreach will continue throughout the completion of this project.

PREPARATION OF STAFF REPORT

Prepared By:
Henry Ngo, P.E.
Capital Projects Division Manager

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

CITY COUNCIL GOALS

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

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

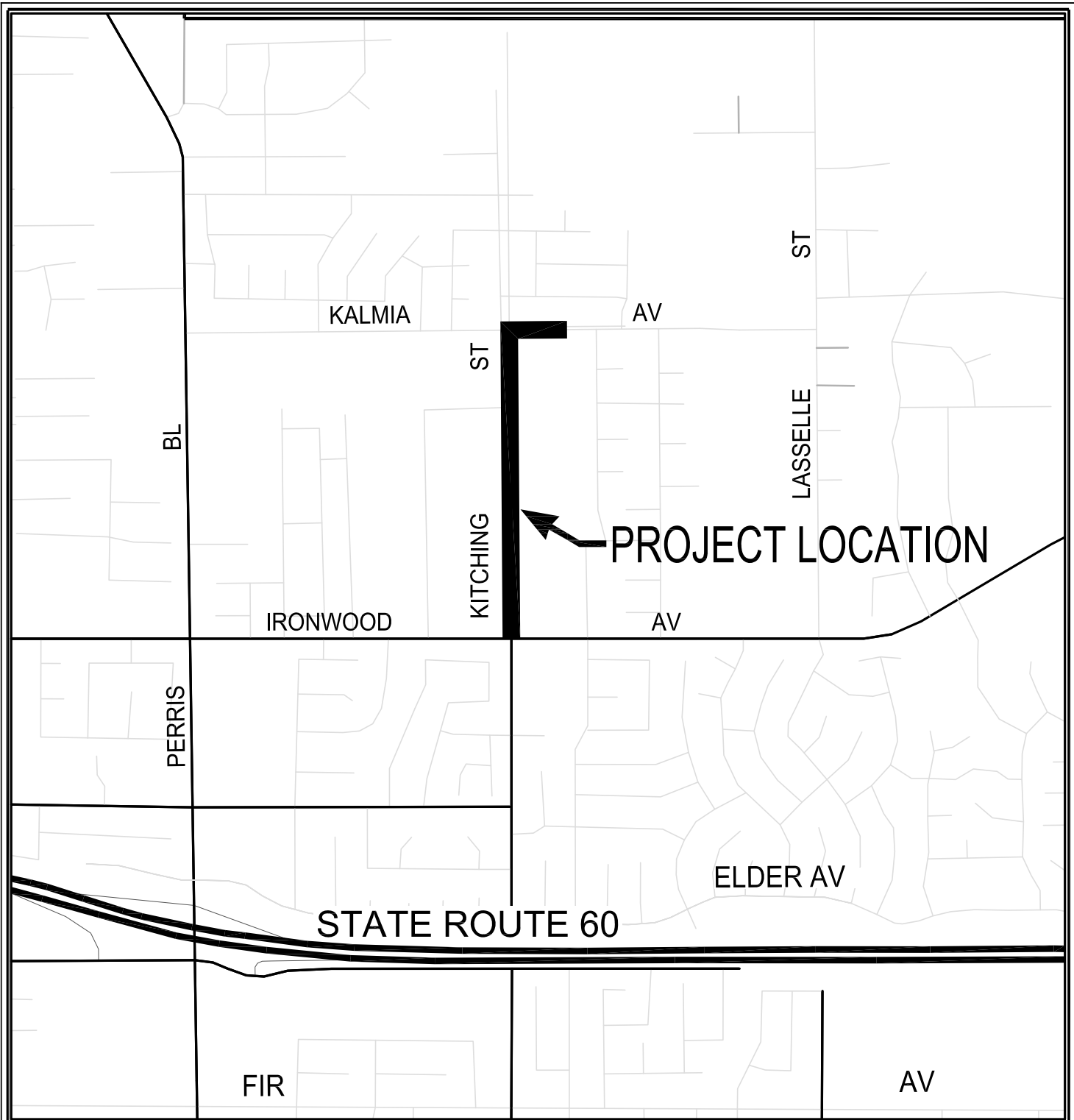
- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs


ATTACHMENTS

- 1. Location Map
- 2. Professional Consultant Agreement with Albert A. Webb Associates
- 3. Cooperative Agreement with RCFC&WCD

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/02/20 10:53 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/09/20 3:46 PM



	SUNNYMEAD MDP LINE B-16A		
	LOCATION MAP Public Works Department Capital Projects Division	SUNNYMEAD MDP LINE B-16A KITCHING ST FROM KALMIA AV TO IRONWOOD AV PROJECT No 804 0015	
	ATTACHMENT 1		

Attachment: Location Map (4119) : APPROVE A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES

**AGREEMENT FOR PROFESSIONAL
CONSULTANT DESIGN SERVICES WITH ALBERT A. WEBB ASSOCIATES (WEBB) FOR
THE SUNNYMEAD MASTER DRAINAGE PLAN LINES B-16A, STAGE 2
CITY OF MORENO VALLEY PROJECT NO. 804 0015
RCFC&WCD PROJECT NO. 4-0-00614-02**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Albert A. Webb Associates (WEBB), a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 804 0015**

DESCRIPTION OF PROJECT

1. The Project is described as Sunnymead Master Drainage Plan Lines B-16A, Stage
2. Project No. 804 0015 and RCFC&WCD Project No. 4-0-00614-02.

SCOPE OF SERVICES

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$159,916.00 in accordance with the payment terms provided on Exhibit D attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.
6. This Agreement shall be effective from effective date and shall continue in full force and effect date through June 30, 2022, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.
7. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

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

SPECIAL PROVISIONS

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

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

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

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

12. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that

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

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

14. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all

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

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

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

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide

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insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

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

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

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

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

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

18. (a) This Agreement shall terminate without any liability of City to Consultant

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

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

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

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termination for convenience.

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

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

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

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

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

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

24. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

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

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

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

25. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project,

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be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

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

SIGNATURE PAGE FOLLOWS

Attachment: Professional Consultant Agreement with Albert A. Webb Associates (41119 : APPROVE A PROFESSIONAL CONSULTANT

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

City of Moreno Valley

Albert A. Webb Associates (WEBB)

BY: _____
Mike Lee, City Manager

BY: _____

Date

TITLE: _____
(President or Vice President)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Public Works Director/City Engineer
_____ Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

- Enclosures:
- Exhibit A – City Scope of Services
 - Exhibit B – Consultant Proposal
 - Exhibit C – City Services to be Provided
 - Exhibit D – Terms of Payment
 - Exhibit E – Insurance Requirements

Attachment: Professional Consultant Agreement with Albert A. Webb Associates (41119 : APPROVE A PROFESSIONAL CONSULTANT

EXHIBIT A

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT DESIGN SERVICES**

**FOR SUNNYMEAD MASTER DRAINAGE PLAN LINES B-16A, STAGE 2
CITY OF MORENO VALLEY PROJECT NO. 804 0015
RCFC&WCD PROJECT NO. 4-0-00614-02**

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Design Services associated with the Sunnymead Master Drainage Plan Storm Drain Line B-16A.

The City will receive electronic proposals through PlanetBids **before 5:00 p.m., May 19, 2020.**

Prospective Proposers/bidders must register, download copies of the Request for Proposal (RFP) package, and submit proposals electronically through PlanetBids. The link to register to become a prospective bidder, electronically receive RFP package, and submit proposal can be found at the following address:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=24660>

There is no cost to download RFP package.

All requests for information (RFI) and general questions regarding this RFP must be submitted through PlanetBids **before 5:00 p.m., May 12, 2020.** Any RFI's received after the date and time specified herein will not be considered.

For additional information regarding the project RFP, please call the Department of Public Works, Capital Project Division at 951.413.3130.

II. GENERAL PROJECT DESCRIPTION

This project is to design and construct a storm drain system including approximately 3,100 feet of reinforced concrete pipe (RCP) size of 24" and 36" along Kitching Street north of Ironwood Avenue. This proposed storm drain system is identified as storm drain Line B-16A in the Sunnymead Master Drainage Plan. The proposed Line B-16A collects flows from an existing culvert in Kalmia Avenue just east of Kitching Street by a 24" RCP and convey them South into Kitching Street. The pipe transitions into a 36" RCP north of Jaffa Way and connects to an existing 36" RCP in Kitching Street, 300' North of Ironwood Ave. Inadequate drainage system, unpaved roads, and steep slopes result in flooding, erosion, and damage to the properties along Kitching Street and Ivy Lane during every major storm. The project includes removal of the portion of the existing 30" RCP storm drain built by Tract 31089 within Kitching Street, and replacing it with an adequately sized storm drain for 10-year storm. Applicable street improvements will also be necessary to convey the surface runoff into the proposed storm drain system. These improvements will provide a flood protection level up to a 10-year storm event for the area.

III. PROJECT BUDGET AND SCHEDULE

The approved budget for PS&E phase is \$200,000 which is to cover all costs to complete the design for this project. The project is funded by Riverside County Flood Control and Water Conservation District (RCFC & WCD). All work must meet the RCFC & WCD

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requirements.

The Consultant shall be required to meet or exceed the following timeline for this project:

Notice to Proceed:	June 2020
Project Environmental Clearance Complete:	September 2020
50% PS&E Complete:	November 2020
All Permits Complete and Approved:	February 2021
100% PS&E Complete:	May 2021
Advertise and Award Construction Contract:	June 2021 – Aug 2021
Construction:	October 2021 – May 2022

IV. SCOPE OF SERVICES

The Consultant shall complete various tasks involved in permitting, environmental clearance. Plans/Specifications/ Engineer's Estimates (PS&E) preparation, and bidding and construction support, but not be limited to, in the list below. Be advised that the following is a general description of the scope of services. The Consultant shall anticipate any additional coordination or scope to meet the project goals and objectives in their proposal.

Phase 1: 50% Level Completion

The Phase 1 shall include, but not be limited to, the following tasks:

1. Attend the kick-off meeting, PDT meetings, and other meetings with affected agencies, businesses or residents as required throughout the project duration. Prepare meeting agenda as required.
2. Conduct field review and evaluate existing drainage patterns and facilities to obtain enough information for the design.
3. Use the topo survey performed by RCFC&WCD to prepare base map and design.
4. Perform all geotechnical services necessary for engineering design of specific proposed improvements
5. Assist City in identify right-of-way and/or easement needs. City is responsible for Right of way/easement needs.
6. Investigate existing utilities to identify any utility conflicts and coordination with utility owners to obtain adjustment and/or relocation.
7. Prepare storm drain construction plans, Hydrology & Hydraulic Report and cost estimate with submission for review at 50% completion. Coordinate with RCFC & WCD to complete the required tasks. Consultant to obtain specific approval of Storm Drain Alignment Concept Design from Flood Control as part of 50% Design.
8. Determine requirements for various permits necessary for the project.
9. Prepare, process, and file CEQA documentation and obtain environmental clearance. Categorical Exemption (CE) is anticipated for this project,

Phase 2: 100% Level Completion

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The Phase 2 shall include, but not be limited to, the following tasks:

1. Prepare storm drain construction plans with submission for review at 80%, 100%, and final design at the Mylar stage.
2. Prepare Specifications and Engineer Estimates with submission for review at 80%, 100%, and final design at the Mylar stage.
3. Coordinate design plans, prepare and submit permit application to the RCFC & WCD for review and approval, and obtain the encroachment permit from the RCFC & WCD for storm drain connection.
4. Prepare and submit permit applications to all applicable agencies and coordinate to obtain all required permits.
5. The final PS&E shall be stamped and signed by the Design Consultant Civil Engineer, licensed to practice in the State of California, who supervised this project's PS&E preparation.
6. The Consultant shall provide an adjustment of final design plans and corresponding documents to reduce the scope of work to match available budget in accordance with City-specified priorities.

Phase 3: Advertising, Bidding and Construction Support

The Phase 3 shall include, but not be limited to, the following tasks:

1. Assist City staff in evaluating and checking all bids per project requirements.
2. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during bidding process and pre-construction meeting.
3. Assist City for any change of Design during construction.
4. Incorporate all red-line comments prepared by the Contractor and project inspector and prepare final ink on Mylar "as-built" record plans. The as-built/record drawings shall be signed by the Engineer of Record and provided to the City for approval prior to the release of the final progress payment.

DETAILED DESCRIPTIONS OF WORK ITEMS ARE AS FOLLOWS:

A. ENVIRONMENTAL

The Consultant shall identify all environmental concerns for the specific improvements and coordinate with the City and other applicable agencies for requirements to complete the environmental process. The City's Community and Economic Development Department, Planning Division, will make the environmental determination. The project is anticipated to have Categorical Exemption (CE) Determination per CEQA.

B. SURVEYING

The Consultant shall use the topo survey provided by RCFC & WCD to prepare base

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map and design. The consultant shall perform additional survey-related services necessary for the project:

1. Establish a minimum of two (2) temporary benchmarks on the project.

C. AUTOCAD DRAWINGS

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

1. Drawing scale shall be: 1" = 20' or 1" = 40' horizontal and 1" = 2" or 1" = 4' for vertical profiles.
2. Lettering style shall be Arial and sizes shall correspond to standard scales. The latest City Title Block, which will be supplied by the City, shall be used.
3. Ability to work with RCFC&WDC's CAD file in MicroStation-INROADS format.

D. GEOTECHNICAL

The Consultant shall perform all geotechnical services necessary for engineering design of specific proposed improvements, including but not limited to:

1. Perform subsurface exploration and analysis, including in-place moisture and density tests, laboratory maximum density and optimum tests, sieve analysis, R-value determination, direct shear tests, consolidation or collapse tests, and other required tests.
2. All in-place/laboratory tests, sampling, and reports shall be performed and prepared in accordance with City standard procedures, policies, regulations, requirements, and formats.
3. Potholes in paved areas shall be repaired per City Standard Plan No. 602, A through E; however, potholes within the proposed pavement construction area may be considered for an alternate repair treatment, at the discretion of the City.
4. It will be the responsibility of the Consultant to notify Underground Service Alert prior to the start of any subsurface exploration work. The Consultant shall submit a traffic control plan to the City for review and obtain a permit to operate and conduct explorations within the public right-of-way.
5. The Consultant shall obtain all necessary permits to enter and construct on private properties from property owners, as required by the City, for all research such as surveying, geotechnical, and other design-related work.

E. RESEARCH OF RECORD INFORMATION

The Consultant shall perform all research of utility company, and other agency records as necessary to secure all the information, clearances, and/or plan review services required to identify, locate, and accurately layout all underground

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improvements and easements, centerline, right-of-way, property lines, curb and gutter, intersecting streets, and other ancillary items that may affect the project.

The City will provide copies of available pertinent City Records, such as survey ties, benchmarks, and street plans that the City knowingly has in its possession. City will provide:

1. Project Charter and the preliminary alignment.
2. Preliminary Hydrology & Hydraulic calculations.
3. RCFC&WCD's Topo Survey
4. As-Built Plans

F. UTILITY POTHOLING

The Consultant shall pothole, or engage a construction service to pothole, all underground utilities to determine the location, depth for clearance, connection points, or conflicts for any underground improvements such as sewer lines, storm drains, gas lines, waterlines and other utilities. The Consultant shall pothole at least an adequate number of water and sewer laterals at appropriate locations to establish an average lateral depth. The Consultant shall submit to each utility company a preliminary set of plans that provide the location and elevation of the utility with the conflict areas clouded to show the utility companies the areas of conflict with the proposed improvements. The potholing information and plan shall be submitted to the City after completion of that task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at no cost to the City.

Potholes in paved areas shall be repaired per City Standard Plan No. 602, A through E; however, potholes within the proposed pavement construction area may be considered for an alternate repair treatment, at the discretion of the City. Program Manager.

It shall be the responsibility of the Consultant to notify Underground Service Alert prior to the start of any subsurface exploration work. The Consultant shall submit for City Review a traffic control plan and obtain a permit to operate and conduct any potholing within the public right-of-way.

The Consultant shall obtain all necessary permits to enter and construction private properties from property owners, as required by the City, for all research such as surveying, geotechnical, and other design-related work.

G. FORMAT FOR PLANS AND SPECIFICATIONS

1. The PS&E must conform to the City of Moreno Valley's standards and format. The Consultant shall provide clear, concise, and complete plans and profiles, which shall include, where applicable, the title sheet, street improvement, storm drain, traffic signal, striping and signing, traffic control, and detail and cross section plans. The scales for the plans are 1" = 20' or 1" = 40'. The City of Moreno Valley's standard title block shall be used for all sheets.

The Consultant shall indicate on the plans the stationing of all intersections,

beginning and end of curves, and breaks in alignment. Survey monuments and monument wells shall be noted on the plans for preservation. Missing monuments shall be installed per City Standards. Monuments are to be placed in all street intersections, public and private. The setting or marking of the actual monuments shall be done under the direction of a licensed land surveyor at the end of construction, and a Record of Survey shall be filed with the County and copy shall be submitted to the City. These items must be quantified and shown in the PS&E. The Consultant shall note that the Contractor shall be responsible for replacing disturbed monuments or ties after construction is completed.

2. Storm Drain Plan preparation shall include hydrology, hydraulic, and structural calculations in conformance with standards of the Riverside County Flood Control and Water Conservation District, with requirements for review and approval and connection permitting by the District. In the absence of standards by the District, Los Angeles County design standards may be considered.

The Consultant shall provide necessary plan and profile sheets with hydraulic grade lines, calculations for pipe sizing, detailing of connections, catch basins, lateral pipes, for all portions of the proposed drain or culvert.

The work shall include, but not be limited to: Determinations of water surface, hydraulic grade line (HGL), velocities, catch basin and lateral pipe sizing with structural "D" value determination, and all other calculations as required for a complete storm drain and/or culvert design.

3. Traffic Control Plans shall address handling of traffic, long-term closures, and representative construction signage for the major elements in logical stages of the project construction and shall be in accordance with the latest California Manual on Uniform Traffic Control Devices (MUCTD) and/or Work Area Traffic Control Handbook (WATCH) Manual, as appropriate.
4. Detail Plans shall be provided where standard plans are not available or where specific dimensioning cannot be readily shown on the improvement plans or provided by description in the project specifications or as needed to insure project constructability.
5. All drawings shall be prepared with AutoCAD Land Development software or design software that is compatible with the Land Development software and **RCFCD's software**. The design shall be plotted using permanent drafting ink on Mylar, and drafted on twenty-four inch by thirty-six inch (24" x 36"). The Consultant is required to put hanging file tabs on all Mylar sheets. The final Plans shall be signed by a Civil Engineer registered in the state of California. No "stick-ons" will be allowed.

The originals and the electronic data of these drawings are to be considered to be the property of the City at all times, and shall be submitted to the City, along with a CD-RW disk in AutoCAD Land Development format, upon completion or as otherwise directed by the City. The electronic data shall also include all survey data and point information.

- 6. Specifications - The City will provide the Consultant with its boilerplate Specifications and General Technical Provisions in the current version of Microsoft Word for Windows format. The Consultant shall be responsible for compiling the project Specifications, signed by a Civil Engineer registered in the State of California, which is complete and ready for bidding purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs.

H. SUBMITTALS TO (CITY, AGENCIES, UTILITIES, ETC.)

- 1. The Consultant shall submit four (4) sets of bond copies of the design drawings with each submittal for checking to the City, along with the previous redlined check prints. The design drawings shall be as complete, accurate, and error-free as possible before plan checking is considered, in order to reduce the number of plan checks required and related costs therefore to the City and Consultant. Incomplete submittals may be rejected.
- 2. The Consultant shall submit two (2) sets of any reports, such as geotechnical and/or quantity calculations with each submittal for checking to the City, along with the previously checked reports.
- 3. The Consultant shall, at no cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.
- 4. The Consultant shall submit three (3) sets of bond copies of cross sections along with each submittal of the design drawings for plan checking.
- 5. The City shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.

I. COPIES OF CONTRACT DOCUMENT PACKAGE

The City will have copies of the Contract Document Package reproduced for distribution during bidding.

J. OWNER OF ORIGINAL DRAWINGS, DOCUMENTS, AND OTHER INFORMATION

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

K. PROJECT SCHEDULE

The Consultant shall prepare a project schedule and provide hard copies for reports and staff usage. The project schedule shall be updated regularly and handed out

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT DESIGN SERVICES
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during the PDT meetings.

The project schedule shall be divided into tasks and subtasks in full detail showing their critical path for expeditious project completion. The schedule shall include, but is not limited to, planning, environmental clearance, permitting, design, advertising, construction, and any other applicable tasks. All the required time for project reviews and processing and associated agency and utility contacts and coordination shall be shown. Critical task items such as permit applications, environmental, City Council meetings, utility noticing, notices to proceed, notice of completion, and as-built plan preparation shall also be shown.

L. PROJECT MEETINGS

The Consultant shall be attend the project meetings:

1. Pre-Design (kick-off) meeting including all sub-consultants, affected utilities, City staff, and other interested parties to the work.
2. Project Development Team (PDT) meetings on a monthly basis.
3. Conduct meetings with affected stakeholders (RCA, RCFCD...), utility companies, and other agencies as needed.
4. Conduct field meetings with City staff, residents, and utility representatives as required over the course of design.
5. Pre-construction meeting.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

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

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

- A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).
- B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.
- C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects

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similar to this project for the key team members including references. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.

- D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule.
- E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.
- F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent plan check reviews and 95% plan biddability/constructability/claims avoidance reviews.
- G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

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

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other staff of at least equal competence only after prior written approval by the City.

6. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The Title Reports shall be a separate line item under the right-of-way task.

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

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

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

9. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
12. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as**

- part of the Proposal submittal.** All extra work will require prior approval from the City.
13. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 14. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
 15. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
 16. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
 17. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
 18. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
 19. Complete "Disclosure of Lobbying Activities" (Form LLL – see attached).
 20. Complete List of Subconsultants.
 21. A statement that the Consultant agrees with all terms of the attached City Standard Consultant Agreement, which includes the provisions that must be complied with for this Federal funded project.

VI. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fee."
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for

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individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by Part, phase, and milestone.

- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. **The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:**
 - 1. Environmental Clearance obtained.
 - 2. Phase 1, 50% Level Completion is complete.
 - 3. Phase 2, 100% Level Completion is complete.
 - 4. Project Bidding and Construction Support on a monthly basis.
 - 5. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

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

IX. INSURANCE

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

<u>GENERAL LIABILITY</u>		
Bodily Injury	\$1,000,000	per occurrence

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Property Damage \$ 500,000 per occurrence

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

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

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

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

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

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Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

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

XI. TERMINATION FOR CONVENIENCE OF THE CITY

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

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XII. INDEPENDENT CONTRACTOR

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

XIII. CONTRACT

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

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

XIV. GENERAL CONDITIONS

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.
The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.
- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

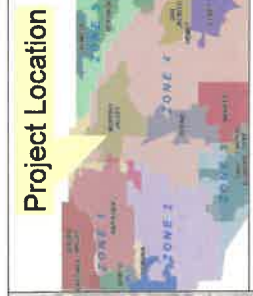
The Proposals will be rated/ranked according to the following criteria:

1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-Consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable

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projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, **and proven track record and depth of understanding/knowledge of the proposed Design Consultant Project Manager, Construction Manager, and/or Inspector.**
3. Project Approach/Understanding (40 points) – **Understanding of project**, discussion of major issues identified on the project and how the Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction.

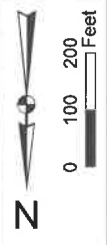


- Legend**
- Proposed Storm Drain
 - RFOC Existing Facilities
 - City of Moreno Valley Storm Drains
 - Private Road

Description:
 The proposed Line B-16A is an underground storm drain located along Kalmia Avenue and Kitching Street. The pipe is 36" RCP and conveys storm water from Kalmia Avenue into Kitching Street. The pipe transitions into a 36" RCP North of Jalta Way and connects to an existing drain in Kitching St, 300' North of Ironwood Ave.

Project Constraints:
 Kitching Street between Kalmia Avenue and Overlook Circle is a dirt road. During construction, there may be dust or noise that may cause significant erosion. Erosion control measures such as silt fences at Kalmia, considerable amounts of sediment flow down on Kitching Street due to erosion on the road. To solve this problem, sediment control measures such as paving the road should be taken into account.
 Also, as shown in the map several parts of Kitching Street belong to private property owners and a permit from the City of Moreno Valley is required to construct the project.

Furthermore, there are a lot of trees and vegetation along the sides and the centerline of the unpaved portion of Kitching Street. Whatever the status of the road right-of-way and whether or not street improvements are constructed concurrently with the storm drain, removal of several large California Pepper trees would be required.



**Zone 4
 Sunnymead MDP Line B-16 A**



EXHIBIT B

Attachment: Professional Consultant Agreement with Albert A. Webb Associates (41119 : APPROVE A PROFESSIONAL CONSULTANT

Prepared for



Proposal to Provide Professional Design Services
Sunnymead Master Drainage Plan Lines B-16A, Stage 2
City of Moreno Valley Project No. 804 0015
RCFC&WCD Project No. 4-0-00614-02

May 19, 2020



Attachment: Professional Consultant Agreement with Albert A. Webb Associates (4119 : APPROVE A PROFESSIONAL CONSULTANT



Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
T: 951.686.1070

Palm Desert Office
74967 Sheryl Avenue
Palm Desert, CA 92260
T: 951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

May 19, 2020

Gail Smerkol
City of Moreno Valley
Department of Public Works, Capital Project Division
14177 Fredrick Street
Moreno Valley, CA 92553

RE: Request for Proposal for Professional Consultant Design Services for Sunnymead Master Drainage Plan Lines B-16A, Stage 2 City Of Moreno Valley Project No. 804 0015 RCFC&WCD Project No. 4-0-00614-02

To Ms. Smerkol:

Enclosed is Albert A. Webb Associates' (WEBB) response to the City of Moreno Valley's (City) Request for Proposal for the Sunnymead Master Drainage Plan Lines B-16A, Stage 2 project. The WEBB Team has extensive experience providing services similar to this project and is ready to begin this work in an expedited manner with essentially no ramp up time and effort. WEBB will commit the level of resources and expertise needed to provide a quality, responsive, and effectively managed project to meet the City's expectations.

WEBB is eager to continue our collaboration with the City to provide innovative and cost effective services for the City's project. WEBB would like to illustrate to the City the differentiators that make us the absolute correct choice for your project. This team has direct experience providing similar services to many public and private agencies.

- WEBB offers creative ideas to mitigate issues and perform the required services in a cost effective manner, thereby reducing the time and effort required by City Staff
- WEBB is currently providing on-call services to the Riverside County Flood Control & Water Conservation District and has a deep understanding of their expectations and protocols, which will ease coordination between the stakeholding agencies
- References who appreciate WEBB's efforts meeting their needs and providing efficient and effective services in a timely manner

WEBB is committed to contributing the highest quality assistance possible to achieve the City's goals. We look forward to the opportunity to discuss our qualifications and answer any questions you may have. I can be reached directly at (951) 248-4253.

Sincerely,


Scott Hildebrandt, PE - Senior Vice President
Albert A. Webb Associates
951.248.4253
scott.hildebrandt@webbassociates.com

Attachment: Professional Consultant Agreement with Albert A. Webb Associates (41119 : APPROVE A PROFESSIONAL CONSULTANT

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Section A. Project Understanding



Project Alignment

View: Looking Southerly Along Kitching Street

City Residents who live on Kitching Street are subject to flooding and erosion during non-exceptional storm events. This occurs in spite of the fact that backbone drainage infrastructure is in place both south and north of this location. To help alleviate these flooding issues, the City has secured funding from Riverside County Flood Control and Water Conservation District for the upsizing and extension of an existing storm drain in Kitching Street (Sunnymead MDP Line B-16A). This existing storm drain will extend approximately 2,500-LF in Kitching Street and 500-LF in Kalmia Avenue and capture runoff that causes current flooding problems.

What complicates this project is that much of the proposed alignment is through private property that covers the future Kitching Street Alignment. The City is seeking a consultant to design the appropriate storm drain and collection system to alleviate flooding, help coordinate with local residents the grading and stormwater collection along the alignment, coordinate the relocation of conflicting utilities, identify necessary easements for construction, and assist in the bidding and construction of this project.

Critical Issues

Our team spent an extensive amount of time reviewing and researching this proposal in order to allow the City the best opportunity to understand all the various complexities of this project. As part of the proposal preparation, we have identified several critical issues and have developed the following steps to address these issues:

- **Runoff Analysis and Collection**
- **Coordination with RCFC&WCD**
- **Environmental - CEQA Documentation**
- **Utility Location and Relocation**
- **Right-of-Way**
- **Scope Management and Cost Control**

Runoff Analysis and Collection

Key to this project is the proper analysis of storm flows tributary to the proposed and existing storm drain system. Riverside County Flood Control and Water Conservation District conducted some preliminary analysis as part of their project planning study.

The system will be designed to convey the 10-Year runoff. A portion of the existing Line B-16A will need to be replaced in order to have adequate capacity in the system. Based upon our initial review of the downstream system, the proposed modifications appear feasible. To verify this we have included, as part of our proposed scope, time to evaluate the flows and hydraulics of the downstream system.



*Kalmia Avenue Looking West
Limits of Pavement Replacement will be Coordinated with the City*

WEBB will document this analysis in a Technical Memorandum that recommends design flows for the project. This will ensure the proposed project will not cause any unintended consequences downstream and it will also enable us to prepare the most cost effective design upstream.

Coordination with RCFC&WCD

This project proposes to tie into the existing Line B-16A storm drain in Kitching Street. Since RCFC&WCD is a contributing partner on this project, it is important to make sure all proposed facilities are designed to their standards. WEBB has an extensive history of working with local cities in designing RCFC&WCD projects. Our familiarity with RCFC&WCD standards will help to streamline the design and approval of this project.

Environmental - CEQA Documentation

Almost every public works project requires proper CEQA Documentation. Based upon our review, we believe this project would qualify for a Class 1 and Class 3 Categorical Exemption per the CEQA Guidelines Section 15031 (b) and (c) and 15303 (d), respectively. Since the project only involves approximately 3,000-LF of installation of a storm drain, which is considered a public utility, it would meet the parameters for these Exemptions. Additionally, based on our review of the project impact area, we do not expect there to be any impacts to listed species, known historic resources, or hazardous waste sites that would make using these exemptions obsolete. Because of this, our scope does not include technical studies. We will prepare a Notice of Exemption and provide supporting documentation for City Staff to file this notice.

Utility Location and Relocation

Our initial utility research for this project indicates there is gas, sewer, water, and electric along the project alignment. Some of these utilities will likely be in conflict with the proposed storm drain design. Where possible, WEBB will develop a design that avoids conflict with existing utilities. However in some cases, existing utilities may need to be relocated. Since utility relocation can often be a very costly and a lengthy process, it is critical to evaluate the utilities that may require relocation as soon as possible in the design process. It is important to determine if the City has "prior rights" and can order the impacted utility purveyor to relocate the conflicting utility. We have teamed with **C Below Subsurface Imaging** and have budgeted for 8 potholes for this project. WEBB also has an in-house utility relocation specialist that will assist the City in this project.

Right-of-Way

Right-of-Way acquisition can be an extremely long process for a project, especially if landowner from whom the property is being acquired is not supportive and cooperative of the proposed project. Based upon our field walk and our review of the planning analysis, portions of twelve parcels may require the acquisition of easements. The City has been in contact with property owners and will take the lead for all right-of-way acquisition. WEBB will work with the City to identify the necessary right-of-way for this project.

Scope Management and Cost Control

Controlling costs and staying on schedule are critical components of every project. By managing the scope of work and budget, it is easier to control the schedule and deliver a project on time and within budget. WEBB will do this through earned value tracking that can be linked to the project schedule. Using the detailed manhour estimate and project schedule, the monthly revenue for each task can be developed and tracked. This information is critical to the project to analyze where certain tasks are ahead or behind schedule based on the original schedule. This system can also be used to project trends that can show where a certain task is going out of budget. This can be used to determine if that task has effort that is out of scope so these issues can be resolved before they become problems. WEBB will meet with the City every month to review the scope management reports and assess the progress of the scope and budget.

*Kitching Street Looking North
Existing Trees Will Need to be Removed to Allow for the Installation of the Storm Drain*



Attachment: Professional Consultant Agreement with Albert A. Webb Associates (4119) : APPROVE A PROFESSIONAL CONSULTANT

Section B. Approach & Management Plan

WEBB understands the absolute need for strong project management. Our team will factor in all critical issues associated with schedules. Communication and coordination between an engineering consultant and the City is paramount to each project. To guarantee continuous and effective communication, our project manager is assigned to serve as the primary point of contact to the City and a principal-in-charge will be monitoring the process as a whole. This will ensure a constant and effective way of communication resulting in strong schedule control and meeting design milestones.

WEBB's project manager, Joseph Caldwell, will be responsible for the day-to-day project and technical management of the project including:

- Facilitating frequent and consistent communications with the City
- Implementing the overall delivery plan
- Managing the overall scope, schedule, and budget
- Implementing the QA/QC Program
- Monthly status reports on progress
- Detailed invoicing monthly

Joseph will be responsible for facilitating final decisions by the City, coordination, management, communicating with the project team and City project manager, and preparing and reviewing design deliverables.

Schedule Management

A preliminary schedule will be prepared, provided, and discussed. In collaboration with the City, the project schedule and milestones will be evaluated and modifications will be made to set the final baseline schedule during the initial project kick-off process. The baseline schedule will be monitored and tracked by our project manager to maintain the project milestones and manage critical path items. A tracking schedule will be provided with monthly updates and all schedule variances identified. Actions required to correct schedule deviations will be developed and implemented by the team. The project schedule is an effective management tool when developed and maintained to guide the design team through the tasks required to successfully complete a project. WEBB uses Microsoft Project software to schedule and track project tasks.

Cost/Budget Management Plan

The proposed project budget will be prepared based on the project RFP requirements and detailed scoping and defined deliverables. Our project manager will track the final budget compared to the actual earned value, task completion, and cost-to-date, and will identify any project cost and scope variance at least monthly. Corrective actions will be taken to maintain the project budget. If changes to the scope and budget are deemed necessary, our project manager will work with the City to justify the need and clearly define the impacts.

Communication Plan and Management

Communication between all team members and City Staff is critical to its success. A key differentiator between our project team and our competitors is our physical locations and our ability to meet with City Staff and stakeholders quickly. Whether it is City Council meetings, a community workshop, or a strategy meeting with the City, representatives from the project team can be there within 30 minutes.

Organizational Chart

WEBB's Team for the Sunnymead MDP Line B-16A project, directed by **Scott Hildebrandt, PE**, and managed by **Joseph Caldwell, PE**, is unlike any other team being considered for this job. Scott's historic and extensive knowledge of the region's infrastructure and challenges will be able to inform and guide the project process. Joseph has a long history of working under Scott's direction, but has also gained his own experiences by modeling, analyzing, and presenting for many drainage projects. The following chart provides an overview of personnel who will be responsible for the City's project.



Attachment: Professional Consultant Agreement with Albert A. Webb Associates (41119 : APPROVE A PROFESSIONAL CONSULTANT

Section C. Qualifications & Experience

Albert A. Webb Associates (WEBB), a Corporation, has consistently provided civil engineering services to public sector clients throughout California since 1945. WEBB is a mid-size consulting firm with offices in Riverside, Palm Desert, and Murrieta to best meet the needs of all of our clients. WEBB has over 150 associates and the in-house expertise to address the needs of cities, water and special districts, counties, regional agencies, and our partner firms within the industry.

WEBB's Team has over 50 years of combined experience of working on planning, design, and implementation. As experts in stormwater engineering, our Principal-in-Charge, **Scott Hildebrandt, PE**, and our Project Manager, **Joseph Caldwell, PE, CPESC, CPSWQ**, have developed numerous drainage projects throughout Riverside County and are familiar with the needs of our region. Joseph leads the firm's Stormwater Engineering Department focusing on design of backbone drainage infrastructure, and the design of water quality systems for flood control projects throughout the region. Scott has been actively involved in master plan development for three decades and has assisted numerous public agencies with their master plan development.

Service Departments

- **Stormwater Engineering**
- Municipal Engineering
- Land Development Engineering
- Traffic and Transportation Engineering
- Planning and Environmental
- Landscape Architecture
- Construction Management and Inspection
- Land Survey and Mapping Services
- Geographic Information Systems

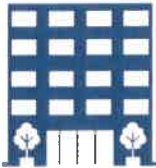
Owner and Principal Parties

- Matthew Webb, PE, TE, LS - President/CEO
- Scott Webb - Senior Vice President
- Steve Webb - Director of Risk Management
- Mohammad Faghihi, PE - Chief Operations Officer
- Kevin W.M. Ferguson - Chief Development Officer
- Todd Smith - Chief Financial Officer
- Sam Gershon, RCE - Senior Vice President
- **Scott Hildebrandt, PE - Senior Vice President**
- Bruce Davis, PE - Senior Vice President
- Brian Knoll, PE - Senior Vice President
- Dilesh Sheth, PE, TE - Vice President
- Stephanie Standerfer - Vice President
- Jason Ardery, PE, TE, LLS, CPESC, QSD - Vice President
- **Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM - Director**
- Emily Webb, J.D. - Senior Land Use and Entitlement Specialist

Firm Specifics

1945

Founding Year



Corporate Headquarters:

3788 McCray Street
Riverside, CA 92506
951.686.1070

155

Number of Employees



Palm Desert Office:

74967 Sheryl Avenue
Palm Desert, CA 92260
T: 951.686.1070

53

Professional Licenses



Murrieta:

41870 Kalmia Street #160
Murrieta, CA 92562
951.686.1070

Attachment: Professional Consultant Agreement with Albert A. Webb Associates (41119 : APPROVE A PROFESSIONAL CONSULTANT

References & Relevant Projects

The City will benefit from WEBB's team approach to client service. Our reputation for superior quality work, integrity, and long-standing client relationships is a direct result of our industry proven capabilities and experience. We encourage the City to speak with your staff who have worked with our firm.



University Wash Storm Drain Project Riverside County Flood Control and Water Conservation District

Client:
Riverside County Flood Control and Water
Conservation District
1995 Market Street
Riverside, CA 92501-1719

Contact:
Imad Guirguis
Senior Civil Engineer
imguirgu@rivco.org
(951) 955-4683

The University Wash Storm Drain Project included the planning, analysis, and design of a large diameter master plan storm drain that connects existing upstream and downstream facilities together. This project was unique in that the 2,450-LF, 90-inch RCP required for this project had to be designed to maneuver its way through a developed industrial corridor of the City of Riverside (City). Key to this project was the coordination with local businesses to ensure construction of the storm drain minimized impacts to business operations.

Project Highlights:

- Planning, analysis, and design of a large diameter master plan storm drain
- Connects existing upstream and downstream facilities together
- 2,450-LF to 90-inch RCP required for this project had to be designed to maneuver its way through a developed industrial corridor of the City
- Coordination with local businesses to ensure construction of the storm drain minimized impacts to business operations



Hemet MDP Line C, Stage 4

Riverside County Flood Control and Water Conservation District

Client:
Riverside County Flood Control and Water
Conservation District
1995 Market Street
Riverside, CA 92501-1719

Contact:
Bob Cullen
Assistant Chief Engineer
bcullen@rivco.org
(951) 955-1275

The extension of the Hemet MDP Line C was an important component to provide surface flooding relief and flood protection of a predominately developed portion of the City of Hemet. This segment of the master plan facility represents the middle one third of the entire Line C system. However, the Master Drainage Plan developed in 1977 did not include current conditions. The system contemplated in 1977 may not be appropriate or constructible today.

Since the time of the 1977 MDP development, several changes have occurred. Additional residences have been constructed that will require access during construction, additional utilities have been constructed within a limited pavement width, and intersections have been reconstructed that may have changed runoff patterns. Recognizing these constraints, WEBB developed a constraints report that evaluated the various constraints and provided solutions to develop the most efficient and economical design. This project outlets into the Riverside County Flood Control and Water Conservation District's existing Whittier Storm Drain, Stage 3 facility just east of Palm Avenue. The WEBB Team designed connections to this existing storm drain.

WEBB designed a Reach beginning in Whittier Avenue at a point approximately 15-FT east of Palm Avenue at the upstream terminus of the existing Whittier Storm Drain, Stage 3 (72-inch diameter RCP) underground storm drain project. The Stage 4 facility extends east within Whittier Avenue to a point approximately 100-FT east of San Jacinto Street for a total length of approximately 6,600-FT. The design of the catch basin along Palm Avenue immediately north of Whittier Avenue was included in this project. These catch basins were designed to outlet into an existing 42-inch RCP lateral (Hemet MDP Line C-1) in Palm Avenue which has been constructed.



Palm Springs MDP Line 43, Lateral 43-A, and Lateral B-03

Riverside County Flood Control and Water Conservation District

Client:
Riverside County Flood Control and Water
Conservation District
1995 Market Street
Riverside, CA 92501-1719

Contact:
Bob Cullen
Assistant Chief Engineer
bcullen@rivco.org
(951) 955-1275

The completion of Line 43 and Lateral 43-A was an important component to the flood protection Eagle Canyon Dam provides to the City of Cathedral City. This master plan facility was the main link from the dam to the West Cathedral Canyon Channel.

The criteria used to establish facility type and location for the Master Plan was developed in 1982 and since then, several changes have occurred in the area including the construction of new businesses, the removal of other businesses, the re-designation of Highway 111 from a state highway to a local highway, and updates to the rainfall design values.

Key Issues and Challenges:

Collaboratively partnering with the City was crucial to the success of this project. In order to do this, WEBB met with the City Engineer and the City Redevelopment Director on a regular basis to determine the critical success factors for the City. Impacts to the local businesses were of key importance to the City. To minimize those impacts, WEBB designed a precast RCB system that substantially reduced construction related impacts to local business. WEBB identified and coordinated the relocation of multiple existing utilities in Highway 111. The design and construction of this mile long drainage system has significantly improved the flooding conditions in Cathedral City.



Heacock Channel

March Joint Powers Authority

Client (Contract):

March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518-3045

Contact (Contract):

Danielle Wheeler
Executive Director
wheeler@marchjpa.com
(951) 656-7000

Client (District):

Riverside County Flood Control and Water
Conservation District
1995 Market Street
Riverside, CA 92501-1719

Contact (District):

Imad Guirguis
Senior Civil Engineer
imguirgu@rivco.org
(951) 955-4683

This project included the preparation of final improvement plans, traffic control plans, and a hydrology and hydraulic report for approximately 10,000-LF of the channel. The project extends from Lateral A of the Perris Valley Storm Drain north along Heacock Avenue to Cactus Avenue. WEBB's services also included project management and coordination throughout the duration of the project including attendance at project design team meetings, quality control services, and all other processing of improvement for necessary project approvals.

WEBB's environmental team managed the day-to-day coordination with the lead agency's project manager, and quality assurance in preparing and processing the EIR. The multi-jurisdictional project involves improvements to an undersized earthen-based channel that spans properties belonging to March Air Reserve Base, March Joint Powers Authority, and the City of Moreno Valley. March Joint Powers Authority is the lead agency for the EIR and the Riverside County Flood Control & Water Conservation District is a responsible agency that will operate and maintain the channel once constructed. The project area contains contaminated ground water plumes and a capped landfill. Key issues addressed in the EIR include biological and jurisdictional drainage resources, hazardous materials, hydrology, and water quality.

Key Personnel Resumes & Certifications



Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM

Director

Joseph Caldwell, PE, is the Director of WEBB's Stormwater Engineering. Joseph focuses on the development of master drainage plans, the design of backbone drainage infrastructure, and the design of water quality systems for flood control projects throughout the region. A Certified Professional in Erosion and Sediment Control and Storm Water Quality, Joseph is a specialist in water quality and environmental compliance and an expert in hydrology and hydraulics.

REGISTRATIONS

Registered Civil Engineer C 67239 (CA)
 Certified Professional in Erosion and Sediment Control (CPESC) 5311
 Certified Professional in Stormwater Quality (CPSWQ) 544

EDUCATION

MS, Civil Engineering
 Brigham Young University
 BS, Civil Engineering
 Brigham Young University

CERTIFICATIONS

Qualified SWPPP Developer
 (QSD) 00076
 Qualified SWPPP Practitioner
 (QSP) 00076
 Association of State Floodplain Manager,
 Inc. (ASFPM)
 Certified Floodplain Manager (CFM)

AFFILIATIONS

American Society of Civil Engineers (ASCE)
 American Public Works Association (APWA)
 California Storm Water Quality Association
 (CASQA)
 Floodplain Management Association (FMA)

Joseph's experience includes the design of regional flood control basins, a flood control levee, master drainage plans, and the design and construction of several miles of backbone drainage infrastructure. He has also hydrologically and hydraulically modeled the San Jacinto River from Railroad Canyon to the existing Army Corps levee in the City of San Jacinto. Joseph's extensive knowledge of local agencies' design standards and procedures, and effective working relationships with agency staff, enable him to expedite projects through completion.

Bedford Wash Channel, Riverside County Flood Control and Water Conservation District - Joseph is the Project Manager for the Bedford Wash Channel upstream on the McMillan Property. Services provided included finalizing the 30% design, preparation of all necessary studies and designs for the final construction drawings, preparation and processing of the Cooperative Agreement and Agency approvals as well as providing on-going coordination with the overall project team during the design of the overall project, and with the environmental consultant to assist with obtaining any regulatory permits associated with the channel construction. Joseph and the WEBB Team provided three iterations of channel design from the point project was secured over from Hunsaker, when it was a completely lined concrete channel and from there strategically moving in steps to a soft bottom channel.

Heacock Channel Design Project, March Joint Powers Authority - Joseph served as the Project Manager for Phase 3 of the Heacock Channel Design Project for the March Joint Powers Authority. The project included the preparation of final improvement plans, traffic control plans, and a hydrology and hydraulic report for approximately 3,600-LF of the channel. The project extends from Lateral A of the Perris Valley Storm Drain north along Heacock Avenue to the southern end of an existing land fill. WEBB's services also included project management and coordination throughout the duration of the project, including attendance at project design team meetings, quality control services, and all other processing of improvement for necessary project approvals.

Wildwood Creek Basin, City of Yucaipa (City) - Joseph served as the Project Manager for design of a multi-purpose watershed basin in Wildwood Creek in the City of Yucaipa. WEBB provided engineering services that accommodated the critical needs of the City. This project is located in the middle of a major watercourse. The watershed

Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM

Director

tributary to the project is over 4,000 acres and the creek is designated on the Flood Insurance Rate Map by FEMA. The City's goal was to reduce the peak flow utilizing a series of detention basins that in turn will reduce peak flow rates downstream and reduce the burden on those downstream facilities. This reduction in peak flow rates was accomplished through the removal of sediment/debris load and the attenuation of peak flooding through the use of the proposed basins. In addition to providing flood control benefits, this project also provided certain environmental and water quality benefits. To do this, the flood control facilities were developed in such a manner so the construction preserves riparian vegetation where possible, and implements other measures for environmental and water quality impacts. In order to accomplish this, WEBB reviewed the conceptual design and provided a more precise analysis of the level of flood control protection the basins will provide. WEBB also prepared detailed hydrologic, hydraulic, and sediment transport models to determine the peak runoff rates, flood volume, and debris load.

North Indio Regional Flood Control Channel Project, Coachella Valley Water District (CVWD) - Joseph is the Technical Lead for the North Indio Regional Flood Control Channel Project which is a key component of the CVWD flood protection mission in the Coachella Valley. The project will complete the link between existing flood control facilities in the north Indio area, providing increased flood protection for the region. The project consists of over three miles of concrete lined trapezoidal and rectangular channels, including numerous culvert crossings of existing and future streets. To date, WEBB has prepared the hydraulic analysis, preliminary design, and environmental documentation for the project. WEBB is currently in the process of preparing the final design plans, specifications, and estimates. WEBB is also responsible for preparing the CLOMR and providing public outreach and right-of-way acquisition services.

University Wash Channel, Riverside County Flood Control & Water Conservation District - Joseph was Technical Lead for the University Wash Storm Drain Project including the planning, analysis, and design of a large diameter master plan storm drain that connects existing upstream and downstream facilities together. This project was unique in that the 2,450-LF, 90-inch RCP required for this project had to be designed to maneuver its way through a developed industrial corridor of the City. Key to this project was the coordination with local businesses to ensure construction of the storm drain minimized impacts to business operations.



Scott Hildebrandt, PE

Senior Vice President

Scott Hildebrandt is a Senior Vice President at WEBB as well as an expert in drainage, hydrologic, and hydraulic planning and design services.

Scott's broad knowledge of the engineering industry enables him to oversee a number of multi-faceted projects. He specializes in large complex projects where attention to detail is critical, and is known as a trusted advisor in the design of projects that intersect multiple market sectors. As a market leader, Scott is instrumental in the marketing and business development aspects of our company. He is responsible for a number of the key client relationships as well as researching and creating new relationships in key geographic areas and with target clients.

REGISTRATIONS

Registered Civil Engineer C 44762 (CA)

EDUCATION

MS, Civil Engineering
University of California, Berkeley
BS, Civil Engineering
Cal Polytechnic University, Pomona

AFFILIATIONS

American Society of Civil Engineers (ASCE)
National Society of Professional Engineers
(NSPE)
National Council of Examiners for Engineers
and Surveyors (NCEES)
National Association of Industrial and
Office Parks (NAIOP)

Scott has helped provide more than 14,000 residents of the private Canyon Lake Community with parks, infrastructure, and a 40-plus mile roadway system in his role as Corporate Engineer for the Property Owners Association. He has planned and designed hundreds of major public infrastructure projects including transportation, sewer and water systems, storm drains, and utility tunnels. Cultivating close relationships with local, state and federal regulatory agencies, he understands how to expedite approvals from multiple agencies to effectively advance projects.

Bedford Wash Channel, Riverside County Flood Control and Water Conservation District - Scott is the Principal-in-Charge for the Bedford Wash Channel upstream on the McMillan Property. Services provided included finalizing the 30% design, preparation of all necessary studies, and designs for the final construction drawings, preparation and processing of the Cooperative Agreement and Agency approvals as well as providing on-going coordination with the overall project team during the design of the overall project, and with the environmental consultant to assist with obtaining any regulatory permits associated with the channel construction. WEBB provided three iterations of channel design from the point the project was secured, when it was a completely lined concrete channel. Through WEBB's recommendation, the project stakeholders strategically selected to move toward transitioning the channel to a soft bottom.

Heacock Channel Design Project, March Joint Powers Authority - Scott served as the Principal-in-Charge for Phase 3 of the Heacock Channel Design Project for the March Joint Powers Authority. The project included the preparation of final improvement plans, traffic control plans, and a hydrology and hydraulic report for approximately 3,600-LF of the channel. The project extends from Lateral A of the Perris Valley Storm Drain north along Heacock Avenue to the southern end of an existing land fill. WEBB's services also included project management and coordination throughout the duration of the project including, attendance at project design team meetings, quality control services, and all other processing of improvement for necessary project approvals.

Scott Hildebrandt, PE

Senior Vice President

Eastern Coachella Valley Stormwater Master Plan, Coachella Valley Water District (CVWD) - Scott served as Principal-in-Charge of the Eastern Coachella Valley Stormwater Master Plan. CVWD has a long history of providing domestic water, wastewater, irrigation/drainage, groundwater, and stormwater management services throughout the Coachella Valley since 1918. While the Eastern Coachella Valley is mostly agricultural today, forecasts have predicted the population in the valley will increase by 250% over the next 30 years. Recognizing the importance of having a well-planned infrastructure system to meet the demands of an expanding population, CVWD set an ambitious, but an attainable goal of developing a stormwater master plan for the Eastern Coachella Valley. Partnering with the County of Riverside and the Torres Martinez Desert Cahuilla Indians, CVWD intends to develop a stormwater master plan that will not only address the alluvial fan flooding from the Santa Rosa Mountains, the existing flooding from the Coachella Valley Stormwater Channel, and the local drainage area flooding, but that also addresses land use changes as the area shifts from agricultural to urban uses. WEBB has completed the MDP and EIR development and is awaiting Board approval.

San Jacinto River Stage 3 Master Drainage Plan, Riverside County Flood Control & Water Conservation District (District) - Scott served as Principal-in-Charge for the WEBB Team responsible for reviewing the current hydrological modeling, analyzing potential alternative models, and working with the District and stakeholders to decide the best option based for the current San Jacinto River Master Drainage Plan that could be ultimately constructed and permitted. This project consisted of preparation of conceptual drawings for the Master Plan addressing all key elements such as floodplain management, flood control features, environmental preservation, development opportunities, effects on regional infrastructure, right-of-way requirements, and order of magnitude cost. WEBB worked directly with the County to prepare the planning study, coordinated with all stakeholders, and presented all findings to the Advisory Board with recommendations for the next steps (i.e., MSHCP compliance, CEQA strategy, land development constraints, and floodplain management). WEBB is currently working on the final MDP and EIR for the District.

Master Drainage Plan Update, City of Lake Elsinore (City) - Scott served as the Principal-in-Charge for this project. WEBB developed a comprehensive MDP and updated the existing drainage fee schedule for the City in order to meet the demands of an expanding population of the fourth fastest growing City in the County. The primary purpose of the MDP update was to control the flood and drainage problems, identify the critically needed drainage facilities, establish the cost and the funding for citywide flood control, and drainage infrastructure improvements for the safe, orderly, and economical development of the area. In addition, the MDP addresses watershed-based BMPs, regional and master plan level water quality mitigation and treatment with the focus on nutrient reduction to enhance the beneficial use and minimize the negative impact to the lake water quality from the current and future developments.

San Jacinto Valley Master Drainage Plan Update, City of San Jacinto - Scott served as Principal-in-Charge for the revision for the San Jacinto Area MDP and EIR. This update included the redesign and review of 3 MDPs of the area and redeveloped a new MDP for the western portion of the City of San Jacinto. WEBB worked hand-in-hand with the City of San Jacinto and the Riverside County Flood Control & Water Conservation District to develop a comprehensive Storm Water Management Plan (SWMP) while encompassing approximately 22 square miles including the County of Riverside, City of San Jacinto, west Hemet, and Little Lake areas. WEBB prepared the alternatives analysis, MDP engineering detail, environmental impact report, and economic analysis for the MDP update. The estimated MDP construction cost is approximately \$150 million. Key elements include the development of the new drainage plans for the west San Jacinto and north San Jacinto areas, refinement of the drainage plan of the notwithstanding portion of Hemet, and the central portion of the City. WEBB also prepared the economic update for all areas including the Little Lake area. WEBB also included the preparation of the Environmental Impact Report and cost estimates for updating the Area Drainage Plan.



Ranjit Singh, PE

Senior Engineer

Ranjit Singh, PE, is a Senior Engineer with WEBB's Water Resources Department. Ranjit has years of diverse engineering experience with deep expertise in hydrology, hydraulics, Water Quality Management Plans, grading, and drainage design. He has helped clients prepare preliminary design reports, alternative analysis studies, and final design plans for flood control infrastructure projects. He also has experience designing storm drain systems for residential, commercial, industrial, and public agency projects.

REGISTRATIONS

Registered Civil Engineer C 68716 (CA)

EDUCATION

MS, Civil Engineering

University of Toledo

BS, Civil Engineering

Sardar Patel COE, Mumbai India

AS, Civil Engineering

K.J. Somaiya Polytechnic, Mubai, India

AFFILIATIONS

American Society of Civil Engineers (ASCE)

Air & Waste Management Association

(AWMA)

American Water Works Association (AWWA)

Water Environment Federation (WEF)

In addition to Ranjit's extensive experience with drainage project design, he offers strong civil site development and public project background. His expertise includes development of site grading plans, street improvement plans, sewer plans, bike trail plans, Water Quality Management Plans, Stormwater Pollution Prevention Plans, and railroad grade crossing improvement plans. His field experience includes survey, construction staking, construction observation, and support.

Bedford Wash Channel, Riverside County Flood Control and Water Conservation

District - Ranjit served as the lead project engineer for the Bedford Wash Channel upstream on the McMillan Property. Services provided included finalizing the 30% design, preparation of all necessary studies, and designs for the final construction drawings, preparation and processing of the Cooperative Agreement and Agency approvals as well as providing on-going coordination with the overall project team during the design of the overall project, and with the environmental consultant to assist with obtaining any regulatory permits associated with the channel construction. WEBB provided three iterations of channel design from the point the project was secured, when it was a completely lined concrete channel. Through WEBB's recommendation, the project stakeholders strategically selected to move toward transitioning the channel to a soft bottom.

Heacock Channel Design Project, March Joint Powers Authority

- Ranjit served as the design engineer for Phase 3 of the Heacock Channel Design Project for the March Joint Powers Authority. The project included the preparation of final improvement plans, traffic control plans, and a hydrology and hydraulic report for approximately 3,600-LF of the channel. The project extends from Lateral A of the Perris Valley Storm Drain north along Heacock Avenue to the south end of an existing land fill. WEBB's services also included project management and coordination throughout the duration of the project including attendance at project design team meetings, quality control services, and all other processing of improvement for necessary project approvals.

North Indio Regional Flood Control Channel Project, Coachella Valley Water

District (CVWD) - Ranjit is serving as the drainage design engineer for this project, preparing the preliminary alignment layout, hydraulic calculations, and design reports for the primary phase. His responsibilities also include coordinating the schedule and executing the project with WEBB's project manager and subconsultants.

EDUCATION

MS, Environmental Sciences,
Washington State University
Pullman, WA
BS, Environmental Sciences,
University of California
Riverside

AFFILIATIONS

American Planning Association (APA)
Association of Environmental Professionals
(AEP)
City of Riverside Cultural Heritage Board,
Chair (2003–2011)

Stephanie Standerfer**Vice President**

Stephanie Standerfer is a Vice President and Director of WEBB's Planning and Environmental Department. Stephanie has worked as an environmental planning project manager, focusing on California Environmental Quality Act (CEQA) matters for small, medium, and large public and private projects. As an expert in CEQA implementation throughout Inland Southern California, she also provides local agencies training in CEQA processing. She regularly oversees and coordinates with large teams of environmental planners, engineers, and architects and actively assists her clients through the environmental compliance gauntlet. Stephanie served as contract staff to the Western Riverside County Regional Conservation Authority (RCA), the agency responsible for implementing the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

In this role, she provided processing, review, and consultation on MSHCP implementation procedures and policies. She provided training and policy guidance documents to not only the RCA but all permittees which included all 17 cities in western Riverside County. In this capacity she regularly interfaced with regulatory agencies working toward solutions to MSHCP compliance issues. Stephanie's experience with the RCA has resulted in a solid amicable working relationship with the regulatory agencies which allows her to anticipate issues on projects before they arise and advise clients accordingly.

REGISTRATIONS

Licensed Land Surveyor 7673 (CA)

EDUCATION

AS, Mathematics,
Riverside Community College

AFFILIATIONS

California Land Surveyors Association
(CLSA)

Michael Johnson, LLS**Director**

Michael Johnson, LLS, is the Director of WEBB's Land Survey & Mapping Department. Michael has years of experience in all aspects of surveying from initial project coordination and research, performing survey data adjustments and analysis, to overseeing and providing construction staking through final as-built and ALTA surveys.

Michael trained and supervised several field crews including technical office and support staff. From entitlement to field survey and construction to delivery of a completed product, Michael has the knowledge and experience to provide the entire range of services any municipal, private development, or construction company has come to expect. As part of the private and public sector of development, Michael gained experience with subdivisions, retail centers, commercial distribution centers, pipelines, tank site & reservoir projects, mass grading and hillside slope projects, hospitals, schools, training facilities for fire & police, highways, channels, parking structures, and many others. Michael is responsible for providing technical support, survey analysis, overseeing field work and management for specific projects, and field data processing and adjustments, among many other duties. He provides his expertise and broad range of skills for solutions to complex and large scale projects.

REGISTRATIONS

Registered Civil Engineer C 65078 (CA)
 Registered Civil Engineer C 14934 (NM)
 Registered Traffic Engineer TE 2112 (CA)

EDUCATION

BS, Civil Engineering
 University of Saurashtra Rajkot,
 India

AFFILIATIONS

American Public Works Association (APWA),
 Coachella Valley

Dilesh Sheth, PE, TE**Vice President**

Dilesh Sheth, PE, TE, is a Vice President with WEBB and is Director of the Traffic & Transportation Department. Dilesh assists public and private clients with sophisticated civil works projects. Clients benefit from his expertise in presenting project findings and recommendations to elected officials, municipal commissions, community groups, and the general public.

Dilesh has coordinated projects with Caltrans and numerous counties, cities, flood control districts, utility companies, residential, and business owners throughout Inland Southern California. This experience enables him to help clients realize a wide range of project goals and comply with varied requirements. He balances the needs of the community with the needs of local jurisdictions to bring positive solutions to difficult situations and projects. Dilesh's technical experience includes highway design, intersection and interchange improvements, street widening, alignment studies, and geometrics' drawings. His recent projects include a diverse range of roadway design, freeway ramp improvements, residential development street design, traffic signal design, traffic control plans, signing & striping plans, and pedestrian and bike facilities. He has also handled site access evaluation, intersection capacity analysis, traffic forecasting, circulation planning, traffic impact studies, parking studies, parking demand analysis, transportation demand management plans, focused site specific traffic studies, and area-wide circulation studies. Dilesh is currently serving as the Program Manger for the on-call traffic engineering services for the cities of Palm Springs, Cathedral City, Lake Elsinore, and Grand Terrace, and the County of Riverside. Through his efforts, Dilesh has been able to raise over \$24.3 million in funds from HISP and CVAG for these cities and their numerous projects. A large majority of these projects were completed without any matching funds needed from the Cities.

Subconsultant Identification



GEOCON

Geotechnical

Geocon has been providing geologic services throughout California for nearly 50 years. Their services include seismic hazard analyses, subsurface fault, landslide, liquefaction, geotechnical investigations and assessments, geologic mapping, and geotechnical evaluation of levee stability. Geocon has been actively involved in determining methods and design necessary for slope stabilization, seepage, mitigation of collapsible soils, induced soil settlement, expansive soils, subsurface dewatering, and drainage. WEBB has worked with Geocon for over 30 years.



Potholing

C Below Subsurface Imaging (C Below) specializes in subsurface imaging including potholing, utility location, and ground penetrating radar (GPR). They employ highly experienced technicians and utilize the most advanced equipment available in the industry. C Below has provided timely, cost effective solutions to assure safety while protecting assets and preventing lost time due to damages caused by cutting, coring, drilling, or digging in areas congested by unseen hazards in concrete, masonry, and underground for many of WEBB's projects.

Section D. Staffing Plan

WEBB has extensive experience leading public agencies Master Drainage Plan (MDP) Projects to successful completions. WEBB's Team has over 50 years of combined experience of working on planning, design, and implementation. As experts in MDP's, our WEBB Principal-in-Charge, **Scott Hildebrandt, PE**, and our Project Manager, **Joseph Caldwell, PE**, have developed numerous MDP's throughout Riverside County. Joseph leads the firm's Stormwater Engineering Department focusing on the development of MDP's, the design of backbone drainage infrastructure, and the design of water quality systems for flood control projects throughout the region. Scott has been actively involved in master plan development for three decades and has assisted numerous public agencies with its master plan development.



Principal-in-Charge

Scott Hildebrandt, PE
Senior Vice President
951.248.4253
scott.hildebrandt@webbassociates.com

Principal-in-Charge Highlights

- Over 30 years of pertinent experience with WEBB
- Detailed knowledge of the City's expectations
- Principal-in-Charge on numerous projects for public agencies throughout Inland Southern California



Project Manager

Joseph Caldwell, PE, CPESC, CPSWQ, QSD,
QSP, CFM
Director - Stormwater Engineering
951.320.6029
joseph.caldwell@webbassociates.com

Project Manager Highlights

- Over 18 years experience with WEBB
- Extensive experience providing stormwater engineering services
- Has worked with the project team on numerous projects for public agencies throughout Inland Southern California

Scott Hildebrandt, PE, will serve as the Principal-in-Charge, handling all contractual matters and providing technical assistance to Joseph. Joseph is a Certified Professional in Erosion and Sediment Control and Storm Water Quality and a specialist in water quality and environmental compliance and an expert in hydrology and hydraulics. Joseph's extensive knowledge of local agencies' design standards and procedures, in particular RCFC&WCD, as well as his effective working relationships, enable him to expedite projects through completion. Joseph will be responsible for the day-to-day project and technical management of the project and his responsibilities will include:

- Facilitating frequent and consistent communications with the City
- Implementing the overall delivery plan
- Managing the overall scope, schedule, and budget
- Implementing the QA/QC Program

Our available project team consists of senior level professionals who will perform the required tasks for the City. By taking this hands-on approach, an experienced professional always has in-depth and intimate knowledge of each project task. This improves overall project management, reduces the opportunity for costly mistakes and delays, and allows our staff to provide very effective and efficient service to you. Coordination is critical for your engineering projects. Our team members are readily available to you and remain accessible throughout a specific project to the extent required to successfully complete it.

WEBB's experience working together on related regional projects, knowledge and understanding of the City's goals, and professional experience working with the City and stakeholders make our team indisputably qualified to complete your projects on time and on budget.

Resource Allocation Matrix

TASK DESCRIPTION	Principal I	Principal I	Senior III	Senior II	Senior I	Associate III	Associate II	1-Person Survey Party	Project Coordinator	Total Hours
General										
Task 1. Meetings	2	22	--	--	2	--	28	--	22	76
Task 2. Project Schedule		1	--	--	--	--	4	--	8	13
General Subtotal	2	23	--	--	2	--	32	--	30	89
Phase I - Planning, Environmental, and Conceptual Design (50% Complete)										
Task 1. Hydrology & Hydraulics Study Review & Refinement	3	8	--	--	22	--	66	--	--	99
Task 2. Environmental Documentation - CEQA		--	--	--	4	--	4	--	4	12
Task 3. Survey & Topography Mapping		--	--	--	4	--	16	8	--	28
Task 4. Existing Utilities Research & Basemap Compilation (1 st Notice)		--	--	--	27	--	--	--	7	34
Task 5. Utility Potholing - Assume 10 Potholes		--	--	--	8	--	--	--	--	8
Task 6. Geotechnical Report		--	--	--	4	--	--	--	4	8
Task 7. 35% Level Plans & Cost Estimate	4	14	--	--	40	8	60	--	--	126
Phase I Subtotal	7	22	--	--	109	8	146	8	15	315
Phase II - Design (PS&E)										
Task 1. 80% Improvement Plans	3	4	--	--	18	8	40	--	16	89
Task 2. 100% Improvement Plans	3	4	--	--	18	16	40	--	16	97
Task 3. Coordinate with RCFC&WCD, Obtain Encroachment Permit	2	--	--	--	8	--	--	--	8	18
Task 4. Mylar Plans	1	6	--	--	--	--	32	--	--	39
Phase II Subtotal	9	14	--	--	44	24	112	--	40	243
Phase III - Construction										
Task 1. Questions During Bidding	1	4	--	--	8	--	--	--	2	15
Task 2. Pre-Construction Meeting	1	4	--	2	--	--	4	--	2	13
Task 3. Construction	4	8	4	--	--	6	--	--	8	30
Phase III Subtotal	6	16	4	2	8	6	4	--	14	60
TOTAL	24	75	4	2	163	38	294	8	99	707

Section E. Work Plan & Schedule

WEBB's Scope of Work for the Sunnymead Master Drainage Plan Storm Drain Line B-16A Project has been organized with a detailed breakdown and brief description of the proposed tasks:

A. GENERAL

1. Meetings

At a minimum, WEBB will schedule and attend meetings in the planning phase as follows:

- a. Kick-off meeting including sub-consultants and agencies
- b. Project Development Team (PDT) meetings, monthly
- c. City Council Meeting/Council Study Session
- d. Field reviews, utilities, and meetings with individuals
- e. Right-of-way status meeting (if needed)

WEBB will schedule, chair, and prepare meeting agendas and minutes for all meetings. The agendas are to be submitted to the City for review five working days before the meeting. The minutes shall be distributed to all attendees, everyone who was invited, and the City's Project Manager within five working days after the meeting. The minutes shall include, but not be limited to a list of attendees with phone numbers and emails, synopsis of discussion items, any pertinent information, action items, and follow-up to action items.

2. Project Schedule

WEBB will develop the schedule for all three phases utilizing Microsoft Project®. The schedule shall be provided to the City in both digital and hard copy. An updated schedule is to be handed out during the PDT Meetings. The project schedule will be divided into tasks and subtasks in full detail including, but not limited to utility relocation (if needed), City function timeline, critical path, and other outside sources such as agencies or utilities. Some of the tasks shall be, but are not limited to planning, environmental, utility potholing, utility relocation, design, relevant City Council meetings, Riverside County Flood Control and Water Conservation District (RCFC&WCD) review, advertising, and construction.

B. PHASE I – PLANNING, ENVIRONMENTAL, AND 50% DESIGN (50% COMPLETE)

1. Hydrology & Hydraulics Study

WEBB will coordinate with the City of Moreno Valley and RCFC&WCD for any existing drainage studies for Sunnymead MDP Line B-16A and/or immediately downstream facilities. WEBB will evaluate tributary areas and drainage patterns based on existing studies, topographical maps, field visits, and interviews with property owners. WEBB will determine flows to check Line B-16A existing capacity, and prepare H&H report the proposed facility.

2. Environmental - CEQA Documentation

Based upon our review, we believe this project qualifies for a CEQA statutory exemption as defined in the Public Resources Code §21080.21. This project is less than one mile in length in a public street and is the installation of a new pipeline and appurtenant surface structures. RCFC&WCD utilized this approach in filing a Categorical Exemption for the Sunnymead MDP Line P-6 Stage 2 Project. WEBB will coordinate with City Staff to file a NOE for this project. WEBB will also identify what, if any, resource agency regulatory permits are required for this project.

3. Survey and Topography Mapping

WEBB will supplement the aerial topography provided by RCFC&WCD. Field shots will also be obtained in order to establish the right-of-way base map that will be utilized for this project.

The project is planning to install a storm drain in an existing paved and unpaved street. Portions of the storm drain will cross through private properties, where easements will be secured. To perform the removal and rebuilding of the street back to existing grades necessitates obtaining street sections detailing all topographical features and appurtenances every 50-FT. The field survey will include curb and gutter grades, sidewalk grades, ramps, trees, hedges, service cabinet,

controller cabinet & foundation, pull boxes, traffic signal poles, underground vault, utility manholes, fire hydrants, overhead line clearances, street signs and other items along the proposed alignment.

The plans will indicate the stationing of intersections and beginning or end of curves. Survey monuments and monument wells shall be noted for preservation and where missing, installed per City Standards by the Contractor's land surveyor. The plans will note that the construction contractor shall be responsible for replacing disturbed monuments or ties after construction is completed.

4. Existing Utilities Research

a. Mailing 1st Utility Notices

WEBB will conduct existing utility research for all utilities (underground, overhead, dry, wet) within the project limits to identify, locate, and accurately lay out all underground improvements.

WEBB will determine which utility is to receive notification, address the utility notification letters and provide the City with a copy of the letters. The City will print on City letterhead, mail to the respective utility and provide WEBB with a copy of the letter and response. The utility letters comprise of first utility notice letter (Preliminary Project Notice) with response form, second utility notice letter (Prepare to Relocate) with response form, third utility notice letter (Notice to Relocate), and fourth utility notice letter (Notice to Relocate Immediately) will be forwarded to WEBB. WEBB may also need to call the utility companies, as necessary, until a written response form is received from each potentially conflicting utility.

b. Determining Conflicts in Design and Utility Relocation Coordination

WEBB will identify all utilities that could potentially conflict with storm drains, catch basins, and other improvements to determine special requirements for facilities including protection, relocation, right-of-way, easements, and construction. WEBB will coordinate with the utility companies to schedule the relocation of the utilities prior to the start of construction.

5. Utility Potholing

It is critical to pothole prior to the installation of the storm drain. As such, WEBB will pothole all underground utilities to determine the depth for clearance or conflicts for any underground improvements such as gas lines, telephone lines, electrical lines, sewer lines, water lines, storm drain lines, etc. WEBB will submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan will be submitted to the City after completion of that task. Potholes will be backfilled per City Standard.

For the purposes of this proposal, WEBB has assumed 10 potholes and provided a per-pothole price for each additional pothole required by the City.

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

6. Geotechnical Report

WEBB's geotechnical subconsultant, Geocon, will provide geotechnical engineering expertise necessary to ensure a successful project delivery. Geocon will conduct a geotechnical investigation which, at a minimum, shall include:

- Perform subsurface exploration and analysis, including in-place moisture and density tests, laboratory maximum density and optimum tests, sieve analysis, R-value determination, direct shear tests, consolidation or collapse tests, and other required tests
- Review of existing geotechnical/geologic maps, reports, or other related documents
- Provide geotechnical evaluation and recommendations on, including, but not limited to pipe bedding, trench backfill, pavement restoration design, environmental concerns, removal of unsuitable materials, etc.
- Perform investigation on the existing pavement conditions to include pavement coring and soil borings and sampling. Pavement corings and soil samples in sufficient quantities shall be taken and tested to determine R values and structural pavement sections to be considered for the project

- Prepare field and final geotechnical reports and logs of exploratory borings and results of laboratory testing
- Prepare scale plans showing locations and identifications of the borings and other required geotechnical information
- All in-place/laboratory tests, sampling, and reports shall be performed and prepared in accordance with Caltrans and other applicable agency procedures, policies, regulations, requirements, and formats. Potholes in paved areas shall be repaired per City Standard Plan No. 602, A through E; however, potholes within the proposed pavement construction area may be considered for an alternate repair treatment, at the discretion of the City
- It will be the responsibility of WEBB to notify Underground Service Alert prior to the start of any subsurface exploration work. WEBB shall submit a traffic control plan to the City for review and obtain a permit to operate and conduct explorations within the public right-of-way
- WEBB shall obtain all necessary permits to enter and construct on private properties from property owners, as required by the City, for all research such as surveying, geotechnical, and other design-related work
- WEBB will submit two geotechnical reports to the City

7. 50% Level Plans and Estimate

WEBB will prepare 50% level design plans showing proposed storm drain in plan and profile, catch basins, preliminary traffic control during construction, and connection details. WEBB will design the storm drain to RCFC&WCD requirements and prepare storm drain improvement plans to City standards.

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

C. PHASE II – DESIGN (PS&E)

WEBB will commence work on Phase II (PS&E) after written authorization to proceed from the City. The design will confirm to requirements of the City of Moreno Valley, the District, and CAMUTCD (latest version).

1. 80% Improvement Plans

- a. Storm drain improvement plans, draft estimate, draft specifications.
- b. Utility Coordination - WEBB will submit to each utility company a set of 80% plans that provide the location and conflict area clouded to show the utility companies the areas that conflict. WEBB will coordinate and meet, if necessary, with the utilities for planning the relocation of their facilities if required.

2. 100% Improvement Plans

- a. Storm drain improvement plans, final estimate, final specifications.
- b. Utility Coordination - WEBB will submit to each utility company a final set of plans that provide the location and conflict area clouded to show the utility companies the areas that conflict. WEBB will coordinate and meet, if necessary, with the utilities for planning the relocation of their facilities if required.

During plan review with each submittal, pdf files of individual plan sheets shall be submitted. The final design deliverables shall include, but not be limited to: Providing Improvement Plans ink on Mylar ready for advertising and bidding, along with Specifications (including appendixes), and a complete Estimate, all wet seal stamp and signed by a licensed California Civil Engineer.

3. Coordinate with RCFC&WCD, Obtain Encroachment Permit

As specified in the "Area Map" included in RFP documents, the proposed facility will tie into the existing Line B-16A downstream. WEBB will coordinate with the RCFC&WCD to obtain an encroachment permit to make this connection.

4. Right-of-way Acquisition

WEBB will coordinate with the City to identify the Right-of-Way required for this project. The City will take the lead on acquiring all Right-of-Ways for this project.

5. Mylar Plans

One reproducible and two bond copy sets of the final improvement plans shall be submitted along with the final submittal of the design drawing.

D. PHASE III – CONSTRUCTION

1. Questions During Bidding

- a. WEBB will answer questions regarding the technical provisions, the design drawings, or conflicts in the design during the bidding process and preconstruction meeting. WEBB will assist the City, at no charge, in preparation of addenda regarding omissions or conflicts in the design.
- b. WEBB will assist the City in evaluating bids for completeness and consistency with the contract specifications.
- c. WEBB will assist the City in drafting a City Council Staff Report recommending the lowest qualified bidder for this project. WEBB will attend the City Council meeting to answer questions that the Council may have.

2. Pre-Construction Meeting

WEBB will attend the pre-construction meeting and answer questions regarding the technical provisions and the design drawings during the meeting.

3. Construction

a. Questions During Construction

WEBB will be available to review design change request and assist the City in issuing contract change orders. A line item shall be included in the proposal for design change request during construction.

WEBB will be available to answer questions regarding the technical provisions, the design drawings or conflicts in the design during the construction, and assist the City in issuing contract change orders regarding omissions or conflicts in the design, at no charge to the City. Any design change due to errors/omissions, poor design, and/or unclear construction shall be at WEBB's own cost.

b. Preparation of As-Built Drawings

WEBB will incorporate all redline comments prepared by the contractor and project inspector on the signed design plans. The as-built drawings shall be provided to the City and approved prior to the release of the final progress payment. WEBB will attach hanging file tabs to the Mylar as-built drawings. A line item shall be included in the proposal for as-built drawings.

c. Review of Contract Change Orders (CCOs)

WEBB will be available to answer questions regarding the technical provisions, the design drawings, or conflicts in the design during construction, and assist in reviewing CCOs required.

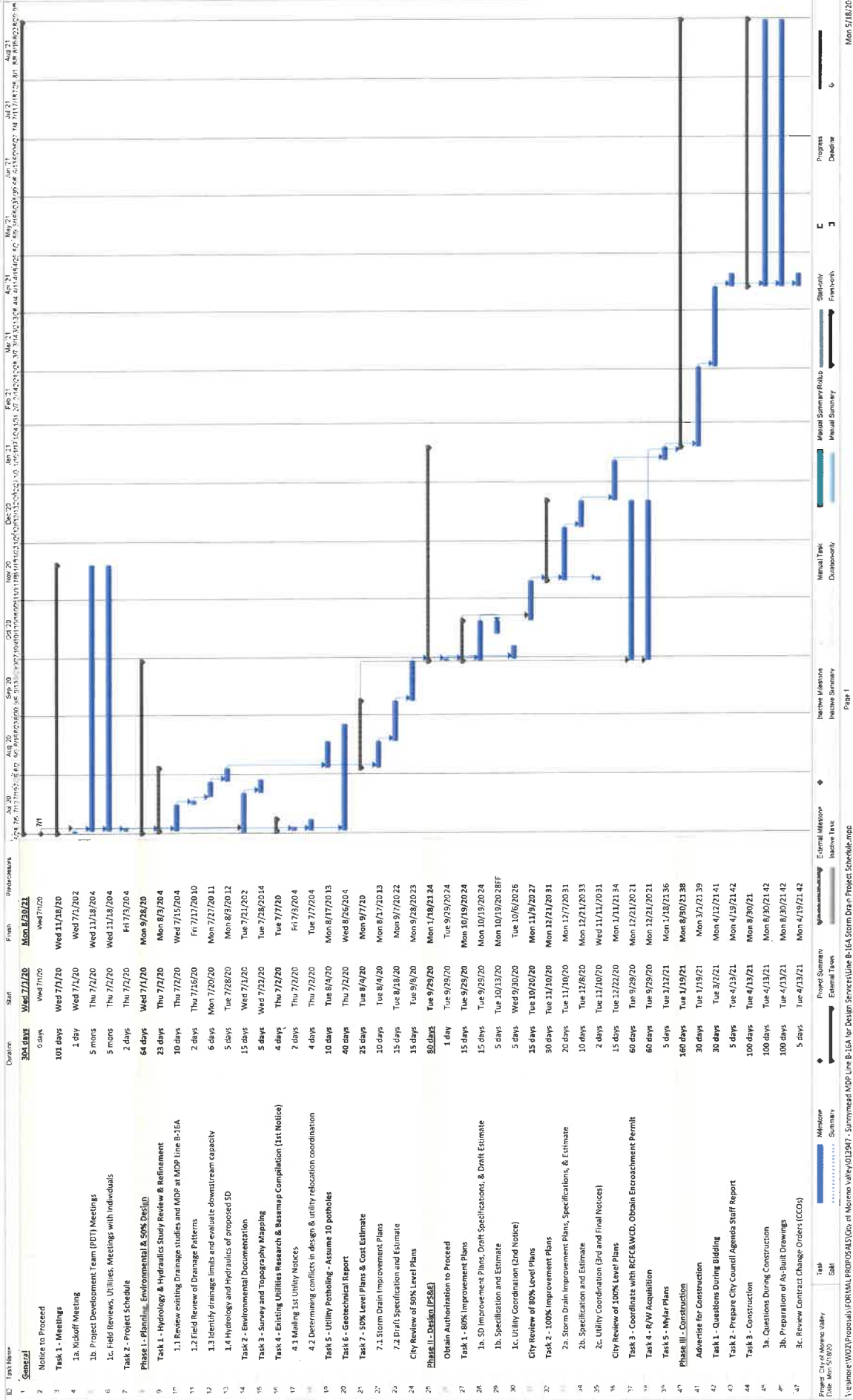
Project Schedule & Milestones

WEBB's basic approach to project scheduling centers on determining the project's critical path and working to complete the required tasks to achieve the schedule. Critical to successfully completing this project on time is the establishment of the various design constraints needed to be incorporated into the refined design of the channel. Based upon our understanding of the project, we have established a schedule goal as shown in the preliminary project schedule (following page). WEBB's preliminary schedule for milestone tasks, which includes timeframes for review for each design submittal for the project, is as follows:

- Project Kick-off Meeting with the City: July 1, 2020
- 50% Design Submittal: September 7, 2020
- 80% Design Submittal: October 19, 2020
- Construction Phase: January 19, 2021

WEBB's assembled team is prepared to deliver the final design for this project no later than January 18, 2021. Our Project Manager, Joseph, will continually review the project schedule, project budget, and work completed to date.

Line B-16A STORM DRAIN PROJECT



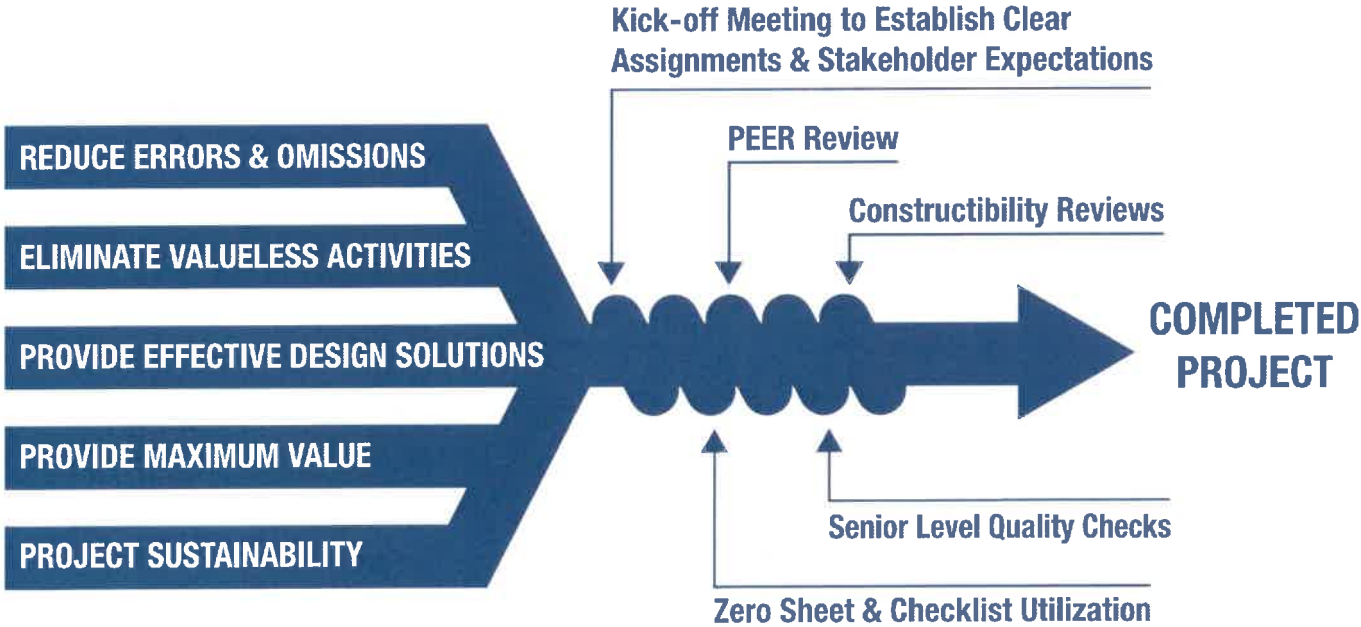
Section F. Quality Control & Assurance

WEBB has established an extensive in-house Quality Assurance/Quality Control (QA/QC) Program that all project managers must conform to for all of our projects. This program is overseen by our chief operations officer, who continually monitors compliance with our in-house QA/QC Program. Our team utilizes WEBB’s detailed approach to quality assurance and quality control. It demands that our principal leaders rigorously scrutinize every critical aspect of a project. Our quality assurance begins with developing a close and continuous line of communication between the WEBB Team and the City. Our past experience indicates that good communication is a critical element to project success. Under our project protocol, we keep an organized directory of all project-related communication, meeting minutes and action items, documents, images, data, and plan sets which allows us to respond quickly to requests. We will seek the input of operations and engineering staff throughout the project development to ensure the project meets the needs of the City.

The quality control for all projects is imbedded in every stage of the project development. Our QA/QC Program is designed to enhance the cooperation and synergy between the disciplines in-house, our design teams, sub consultants, and the City. Our entire staff is part of the QA/QC Program and each plays a significant role in its implementation. As an underlying principle of our QA/QC Program, WEBB will utilize senior level staff to review the work product to utilize the experience and knowledge to each aspect of the project.

After the 50% and 80% draft MDP plans have been developed, the project will receive a comprehensive internal peer review prior to submittal. The peer review panel consists of WEBB professionals apart from the design team. This peer review will be utilized to ensure the draft report is clear, concise, comprehensive, and most importantly, meets the objectives of the City. Final approval at 100% is achieved only after the associate responsible for each portion of the project signs off on our internal QA/QC approved document, known as the “Zero Sheet”, prior to submittal to the City.

QA/QC Process



Attachment: Professional Consultant Agreement with Albert A. Webb Associates (4119) : APPROVE A PROFESSIONAL CONSULTANT

Section G. Additional Relevant Information

1. The Request for Proposal for Sunnymead Master Drainage Plan Lines B-16A, Stage 2 (RFP) has been reviewed and shall be incorporated in its entirety as a part of WEBB's Proposal.
2. The RFP and WEBB's proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and City Manager of Moreno Valley.
3. WEBB's services to be provided, and fees therefore, will be in accordance with the City's RFP.
4. WEBB's proposal includes a statement of qualifications detailing names, qualifications, and proposed duties of our assigned staff to this project, as well as a listing of recent similar projects completed. Should one or more of our staff should become unavailable, WEBB will substitute other staff of at least equal competence only after prior written approval by the City.
5. WEBB has provided a resource allocation matrix in **Section D. Staffing Plan** of our proposal.
6. A rate schedule must be submitted within WEBB's Cost Proposal.
7. WEBB acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
8. WEBB charges for services is a "Not-to-Exceed Fee" which includes conservatively estimated reimbursable expenses, as submitted with and made a part of our proposal.
9. WEBB will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
10. WEBB will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
11. WEBB has provided a copy of our hourly rate schedule within our Cost Proposal.
12. WEBB will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. WEBB will adhere to all federal laws and regulations notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
14. WEBB shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. WEBB shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. WEBB shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

17. WEBB offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract.

18. WEBB will complete Form LLL, Disclosure of Lobbying Activities when provided.

19. WEBB has provided a complete list of subconsultants in **Section B. Approach & Management Plan.**

20. WEBB agrees with all terms of the attached City Standard Consultant Agreement, which includes the provisions that must be complied with for this Federal funded project.

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

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

EXHIBIT D**TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed \$159,916.00.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City along with documentation evidencing services completed to date as specified in the Request for Proposal. Progress payments will be made in accordance with the payment schedule outlined in the Request for Proposal, but in no case will progress payments be made to the Consultant more frequently than once per month. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at TechInfo-CapProj@moval.org. Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be

completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

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

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (45) days of receipt of the invoice for same.

**Corporate Headquarters**

3788 McCray Street
Riverside, CA 92506
T: 951.686.1070

Palm Desert Office

74967 Sheryl Avenue
Palm Desert, CA 92260
T: 951.686.1070

Murrieta Office

41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

May 19, 2020

Gail Smerkol

City of Moreno Valley
Department of Public Works, Capital Project Division
14177 Fredrick Street
Moreno Valley, CA 92553

RE: Request for Proposal for Professional Consultant Design Services for Sunnymead Master Drainage Plan Lines B-16A, Stage 2 City Of Moreno Valley Project No. 804 0015 RCFC&WCD Project No. 4-0-00614-02

To Ms. Smerkol:

Albert A. Webb Associates (WEBB) is committed to providing the highest quality service to the City of Moreno Valley's (City) Request for Proposal Sunnymead Master Drainage Plan Lines B-16A, Stage 2 Project.

After considering the critical issues, project alternatives, and scope of work, we have included all the necessary items required to successfully complete it and believe our experience will generate an efficient processing of the project deliverables. If awarded this contract, the project will be assigned to our Corporate Headquarters in Riverside. WEBB will perform the services outlined in the Scope of Work for a not-to-exceed total of **\$159,916.**

We have enclosed the following items for the District's review:

- Cost and Man-Hour Breakdown
- Hourly Fee Schedule

If you have any questions or require additional information, please let us know.

This proposal remains valid for 90 days after signage.

Sincerely,

Scott Hildebrandt, PE - Senior Vice President

Albert A. Webb Associates
951.248.4253
scott.hildebrandt@webbassociates.com

*Enc.: Cost and Man-Hour Breakdown
Hourly Fee Schedule*

www.webbassociates.com

Attachment: Professional Consultant Agreement with Albert A. Webb Associates (41119 : APPROVE A PROFESSIONAL CONSULTANT

Hourly Fee Schedule



Fee Schedule

CLASSIFICATION

<u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	<u>Rates \$/Hour</u>
Principal II.....	265.00
Principal I	245.00
Senior III	224.00
Senior II	208.00
Senior I	197.00
Associate III	186.00
Associate II	171.00
Associate I	161.00
Assistant V	150.00
Assistant IV	135.00
Assistant III	119.00
Assistant II	103.00
Assistant I	87.00

Survey Services

2-Person Survey Party.....	268.00
1-Person Survey Party	185.00

Inspection Services

Inspector (Non-Prevailing Wage)	125.00
Inspector (Prevailing Wage)	135.00

Administrative Services

Project Coordinator	101.00
Administrative Assistant III	91.00
Administrative Assistant II	81.00
Administrative Assistant I	64.00

Other Direct Expenses

Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant.....	335.00
Survey/Inspection Per Diem.....	Prevailing Wage Rate
In-House Delivery Up to 1/2 Hour	27.00
In-House Delivery Over 1/2 Hour up to 1 Hour	53.00
In-House Delivery Over 1 Hour up to 2 Hours	100.00
In House Delivery Over 2 Hours	150.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

* A FINANCE CHARGE of 1 ½ % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.

Attachment: Professional Consultant Agreement with Albert A. Webb Associates (41119 : APPROVE A PROFESSIONAL CONSULTANT

EXHIBIT E**INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

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

4. Professional Liability (Errors and Omissions):

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

Umbrella or Excess Insurance

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

COOPERATIVE/ FUNDING AGREEMENT

Sunnymead MDP Line B-16A, Stage 2

Project No. 4-0-00614

This Cooperative/Funding Agreement (“Agreement”), dated as of _____, 2020, is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body politic, (“DISTRICT”) and the City Of Moreno Valley, a municipal corporation, (“CITY”). DISTRICT and CITY are individually referred to herein as “party” and collectively referred to herein as “parties”. The parties hereto hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and CITY has plans to design, construct, operate and maintain Sunnymead MDP Line B-16A, Stage 2 (“LINE B-16A”). Upon construction completion, LINE B-16A will provide 10-year flood protection for the residents of Kitching Street in the City of Moreno Valley; and

B. LINE B-16A, as identified in the DISTRICT’s Sunnymead Master Drainage Plan (“MDP”), consists of approximately 3,100 lineal feet of storm drain of various sized storm drain pipe less-than or equal to thirty-six (36”) inches in diameter as shown in concept in blue on Exhibit "A" attached hereto and made a part hereof. At the upstream terminus, LINE B-16A will collect runoff from Kalmia Avenue and convey it southerly along Kitching Street. At the downstream terminus, LINE B-16A will connect to an existing storm drain at Kitching Street, as shown on DISTRICT’s Drawing No. 4-0601; and

C. To eliminate backwater effects, a catch basin and a connector pipe will be added to existing Sunnymead MDP Line B-16A, as shown on DISTRICT’s Drawing No. 4-0422 on Ironwood Avenue (“ADDITIONAL FACILITY”) as shown in concept in green circle of Exhibit “A”; and

D. To improve the runoff of collection at the upstream terminus, a catch basin and associated connector pipe may be added to existing Sunnymead MDP Line B-13, as shown on DISTRICT's Drawing No. 4-0459 ("OPTIONAL CATCH BASIN") located northwest of LINE B-16A as shown in concept in cyan circle on Exhibit "A".

E. LINE B-16A, ADDITIONAL FACILITY, OPTIONAL CATCH BASIN and associated pavement replacements are hereinafter called "CITY's FACILITIES"; and

F. Associated with the construction of CITY's FACILITIES is the installation of catch basins, connector pipes and associated pavement replacements hereinafter called "CITY APPURTENANCES"; and

G. Together, CITY's FACILITIES and CITY APPURTENANCES are hereinafter called "PROJECT"; and

H. Associated with the construction of PROJECT are the street improvements including, but not limited to, the construction of sidewalks, curbs and gutters within and adjacent to the PROJECT limits, and additional paving of the streets outside of PROJECT limits hereinafter called "CITY BETTERMENTS"; and

I. CITY plans to advertise, award and administer a public works construction contract for PROJECT during Fiscal Year 2021/2022; and

J. DISTRICT is willing to review and inspect any CITY's proposed storm drain connections to the DISTRICT maintained facilities; and

K. DISTRICT wishes to support CITY's efforts to construct PROJECT by providing a financial contribution toward PROJECT's design, construction, environmental clearance and right of way acquisition along with the associated administrative costs; and

L. DISTRICT's contributions shall be as follows subject to the not to exceed amount provided in Recital M below:

i. One hundred percent (100%) of CITY's selected consultant's design proposal cost to offset CITY's costs associated with engineering design, hydrology & hydraulics, geo-tech analysis, potholing for conflicting utilities and CEQA determination to construct PROJECT ("DESIGN CONTRIBUTION"), plus an additional fifteen percent (15%) of the CITY's administrative costs associated with design administration ("DESIGN ADMINISTRATION CONTRIBUTION"). Together, DESIGN CONTRIBUTION and DESIGN ADMINISTRATION CONTRIBUTION are hereinafter called ("TOTAL DESIGN CONTRIBUTION"); and

ii. One hundred percent (100%) of all costs associated with the preparation, application and obtaining the environmental clearance and permits if required for PROJECT, hereinafter called ("REGULATORY PERMITS COST"); and

iii. One hundred percent (100%) of the actual costs (not to exceed appraised value and estimated escrow and closing costs as determined by the DISTRICT) for right of way acquisition, and rights of entry for the PROJECT, hereinafter called ("ACQUISITION COST"); and

iv. One hundred percent (100%) of the lowest responsible bid contract price, less the bid price of CITY BETTERMENTS ("CONSTRUCTION CONTRIBUTION"), plus an additional five percent (5%) of the lowest responsible bid price to offset CITY's administrative costs associated with construction contract administration and other typical ancillary costs related to the delivery of PROJECT ("CONTRACT ADMINISTRATION CONTRIBUTION"), plus an additional ten percent (10%) for construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"). Together, CONSTRUCTION CONTRIBUTION, CONTRACT ADMINISTRATION CONTRIBUTION and CONSTRUCTION CHANGE ORDER CONTRIBUTION are hereinafter called ("TOTAL CONSTRUCTION CONTRIBUTION"); and

v. One hundred percent (100%) of the costs associated with the unavoidable relocations of the conflicting utilities within the PROJECT that cannot be relocated by others under CITY’s franchise authority (“NON-FRANCHISE UTILITY COSTS”); and

M. Altogether, TOTAL DESIGN CONTRIBUTION, REGULATORY PERMITS COST, ACQUISITION COST, TOTAL CONSTRUCTION CONTRIBUTION, and NON-FRANCHISE UTILITY COSTS are hereinafter called ("TOTAL DISTRICT CONTRIBUTION"). TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total of One Million Nine Hundred Thirty Thousand Dollars (\$1,930,000). Should the PROJECT require additional funding, DISTRICT is willing to pay the excess amounts by amending this Agreement contingent upon the availability of DISTRICT funds and budgetary approval if (i) the actual appraisal costs exceed the estimated ACQUISITION COST, and (ii) the actual CONSTRUCTION CONTRIBUTION, CONTRACT ADMINISTRATION CONTRIBUTION and DISTRICT approved CONSTRUCTION CHANGE ORDERS CONTRIBUTION exceed the estimated TOTAL CONSTRUCTION CONTRIBUTION; and

N. DISTRICT wishes to provide only financial assistance to CITY and have no other role;

O. The purpose of this Agreement is to memorialize the mutual understandings by and between CITY and DISTRICT with respect to the construction, ownership, operation and maintenance of PROJECT and the payment of TOTAL DISTRICT CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prior to commencing construction of PROJECT for any connections to DISTRICT facilities as set forth in Recitals B, C, and D, obtain a no fee encroachment permit from DISTRICT, pursuant to its rules and regulations and comply with all provisions set forth therein.

3. Keep an accurate accounting of (i) costs associated with the preparation of plans and specifications for PROJECT, in conformance with DISTRICT approved TOTAL DESIGN CONTRIBUTION, as set forth in Sections I.4 and I.8, (ii) costs associated with obtaining all rights of way to construct, operate and maintain PROJECT, as set forth in Section I.9, (iii) costs associated with PROJECT construction with and if applicable, with obtaining REGULATORY PERMITS, as set forth in Sections I.12, (iv) costs associated with CONTRACT ADMINISTRATION CONTRIBUTION and if applicable, CONSTRUCTION CHANGE ORDERS CONTRIBUTION and NON-FRANCHISE UTILITY COSTS as set forth in Section I.22. The accounting shall be provided when invoicing the DISTRICT and shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, change orders and other such contract documents as may be necessary, to establish the actual cost of each contribution item as described in Recital L.

4. Issue a first invoice to DISTRICT (Attn: Contract Services Section) for fifty percent (50%) of the TOTAL DESIGN CONTRIBUTION upon execution of this Agreement or upon CITY's award of the design contract to its selected consultant, as set forth herein.

5. Prepare or cause to be prepared, the necessary plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable

DISTRICT and CITY standards, and submit to DISTRICT for its review and approval prior to advertising PROJECT for construction bids.

6. Prior to commencing construction, secure all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to PROJECT. Such documents may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board (CRWQCB), a Streambed Alteration Agreement issued by the California Department of Fish and Wildlife, and a National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

7. Prior to commencing construction, secure all necessary rights of way, rights of entry and permanent construction easements necessary to construct, inspect, operate and maintain PROJECT.

8. Issue a second invoice to DISTRICT (Attention: Contract Services Section) for the remaining fifty percent (50%) of TOTAL DESIGN CONTRIBUTION following signing of IMPROVEMENT PLANS of all parties.

9. Issue a third invoice to DISTRICT (Attention: Contract Services Section) for ACQUISITION COST following submittal of proof of ownership or easement documents and appraisal report to the DISTRICT. The total amount invoiced to DISTRICT for ACQUISITION COST shall not exceed one hundred percent (100%) of the appraised values for all acquired parcels plus customary escrow and closing costs for the PROJECT only.

- a. CITY shall be responsible for all costs associated with right of way acquisition of the CITY BETTERMENTS and shall separately delineate the boundaries of the PROJECT and CITY

BETTERMENTS when preparing legal descriptions and plats as applicable for right of way acquisition.

10. Advertise, award, and administer a Public Works construction contract of the bids for PROJECT pursuant to the applicable provisions of the California Public Contract Code. At the time of advertising for bids, provide DISTRICT with a copy of PROJECT plans, specifications, bid documents and any subsequent addenda thereto. Should the bid documents include items associated with CITY BETTERMENTS, CITY shall separate such bid items.

11. Provide DISTRICT with written notice (Attention: Contracts Services Section) that CITY has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

12. Issue a fourth invoice to DISTRICT (Attention: Contract Services Section) for the payment of CONSTRUCTION CONTRIBUTION, and if applicable, REGULATORY PERMIT COSTS at the time of providing written notice of the award of a construction contract as set forth in Section I.11, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of One Million Nine Hundred Thirty Thousand Dollars (\$1,930,000). Furthermore, CITY shall be responsible to pay any amounts associated with CITY BETTERMENTS.

13. Construct or cause to be constructed PROJECT pursuant to a CITY administered public works contract in accordance with IMPROVEMENT PLANS.

14. Relocate or cause to be relocated, at its sole cost and expense, all conflicting CITY owned utilities. CITY shall also order the relocation of all other utilities installed under CITY's permit or franchise authority within CITY rights of way which conflict with the construction of PROJECT. CITY shall make reasonable efforts during preparation of the

IMPROVEMENT PLANS to avoid utility conflicts associated with NON-FRANCHISE UTILITY COSTS.

15. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager, and pay all costs associated therewith.

16. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to and performing inspection service for any CITY's proposed storm drain connections to the DISTRICT maintained facilities.

17. Procure or caused to be procured insurance coverages during the term of this Agreement. CITY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to the DISTRICT's required insurance provided in EXHIBIT "B", attached hereto and made a part hereof.

18. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

19. Upon completion of PROJECT construction and CITY's acceptance thereof, accept ownership and sole responsibility for the design, operation and maintenance of PROJECT.

20. Upon completion of PROJECT construction, provide DISTRICT with a copy of CITY's Notice of Completion.

21. Keep an accurate accounting of all PROJECT costs separate from CITY BETTERMENTS and provide this accounting to DISTRICT with CITY's Notice of Completion, as set forth in Section I.20. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, CITY approved change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction for the DISTRICT and CITY approved IMPROVEMENT PLANS.

22. Upon Notice of Completion, issue a fifth invoice to DISTRICT for the CONTRACT ADMINISTRATION CONTRIBUTION and if applicable, CONSTRUCTION CHANGE ORDERS CONTRIBUTION and NON-FRANCHISE UTILITY COSTS, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed One Million Nine Hundred Thirty Thousand Dollars (\$1,930,000).

23. Perform, or cause to be performed, all work associated with CITY BETTERMENTS at its sole cost and expense.

SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA for PROJECT.

2. Issue a no fee encroachment permit ("Encroachment Permit") for the construction of PROJECT facilities as set forth in Recitals B, C, and D, in accordance with the approved IMPROVEMENT PLANS and subject to the provisions set forth in DISTRICT's Encroachment Permit.

3. Within thirty (30) days of receiving of CITY's first invoice to DISTRICT, pay CITY for fifty percent (50%) of the TOTAL DESIGN CONTRIBUTION, as set forth in Section I.4.

4. Review the IMPROVEMENT PLANS in accordance with the applicable DISTRICT and CITY standards.

5. Within thirty (30) days of receiving of CITY's second invoice to DISTRICT, pay CITY for the remaining fifty percent (50%) of the TOTAL DESIGN CONTRIBUTION following the signing of IMPROVEMENT PLANS of all parties, as set forth in Section I.8, subject to and provided that TOTAL DESIGN CONTRIBUTION shall not exceed the total amount of CITY's selected consultant design cost proposal and associated DESIGN ADMINISTRATION CONTRIBUTION.

6. Within thirty (30) days of receiving CITY's third invoice to DISTRICT, pay CITY for the ACQUISITION COST incurred by CITY following the submittal of proof of ownership or easement documents and appraisal report to the DISTRICT, as set forth in Section I.9, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of One Million Nine Hundred Thirty Thousand Dollars (\$1,930,000).

7. Within thirty (30) days of CITY awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Authority the costs associated with the Multiple Species Habitat Conservation Plan ("MSHCP"), which is either the lesser of (i) three percent (3%) of the lowest responsible bid price, or (ii) three percent (3%) of lowest responsible bid price less the value of applicable project-specific mitigation.

8. Within thirty (30) days of receiving CITY's fourth invoice to DISTRICT, pay CITY for the CONSTRUCTION CONTRIBUTION and CONTRACT ADMINISTRATION CONTRIBUTION, as set forth in Section I.12, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of One Million Nine Hundred Thirty Thousand Dollars (\$1,930,000).

9. Conduct periodic inspections if the proposed storm drain connects into DISTRICT maintained facilities.

10. Reimburse the CITY within thirty (30) days of receiving the fifth invoice to DISTRICT for CONTRACT ADMINISTRATION CONTRIBUTION, and if applicable pay for CONSTRUCTION CHANGE ORDERS CONTRIBUTION and NON-FRANCHISE UTILITY COST as set forth in Section I.22, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed One Million Nine Hundred Thirty Thousand Dollars (\$1,930,000).

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision herein this agreement TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of One Million Nine Hundred Thirty Thousand Dollars (\$1,930,000); and shall be used by CITY solely for the purpose of the design and construction of said PROJECT as set forth herein. CITY shall pay for all costs associated with CITY BETTERMENTS.

2. In the event the actual construction cost for PROJECT is less than the CONSTRUCTION CONTRIBUTION, CITY shall refund the difference to DISTRICT within thirty (30) days of filing the Notice of Completion for PROJECT.

3. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, construction, ownership, operation or maintenance of PROJECT.

4. CITY shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY's (including its officers, elected and appointed officials, employees, agents,

representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including, but not limited to, (a) property damage; (b) bodily injury or death; (c) payment of attorney fees; or (d) any other element of any kind or nature whatsoever. This section shall survive any termination of this Agreement until the statute of limitations period has run for any claims that could be asserted under this Agreement.

5. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6. This Agreement is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county. Neither CITY nor DISTRICT shall assign this Agreement without the written consent of the other party.

7. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

8. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contracts Services Section

CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92552
Attn: Henry Ngo

Attachment: Cooperative Agreement with RCFC&WCD (4119 : APPROVE A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH

9. This Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

10. Any waiver by DISTRICT or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcing this Agreement.

11. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution towards PROJECT as set forth herein. In the event that such funds are not forth coming for any reason, DISTRICT shall immediately notify CITY in writing. AGREEMENT shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CITY.

12. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be amended, changed or modified only upon the written consent of the parties hereto.

13. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

14. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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Attachment: Cooperative Agreement with RCFC&WCD (4119 : APPROVE A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative/Funding Agreement on _____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative/Funding Agreement: City of Moreno Valley
Sunnymead MDP Line B-16A, Stage 2
08/31/2020
AK:blm

Attachment: Cooperative Agreement with RCFC&WCD (4119 : APPROVE A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH

RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

By _____
MIKE LEE
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
City Attorney

By _____
PAT JACQUEZ-NARES
City Clerk

(SEAL)

Cooperative/Funding Agreement: City of Moreno Valley
Sunnymead MDP Line B-16A, Stage 2
08/31/2020
AK:blm

Attachment: Cooperative Agreement with RCFC&WCD (4119 : APPROVE A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH

EXHIBIT "A"

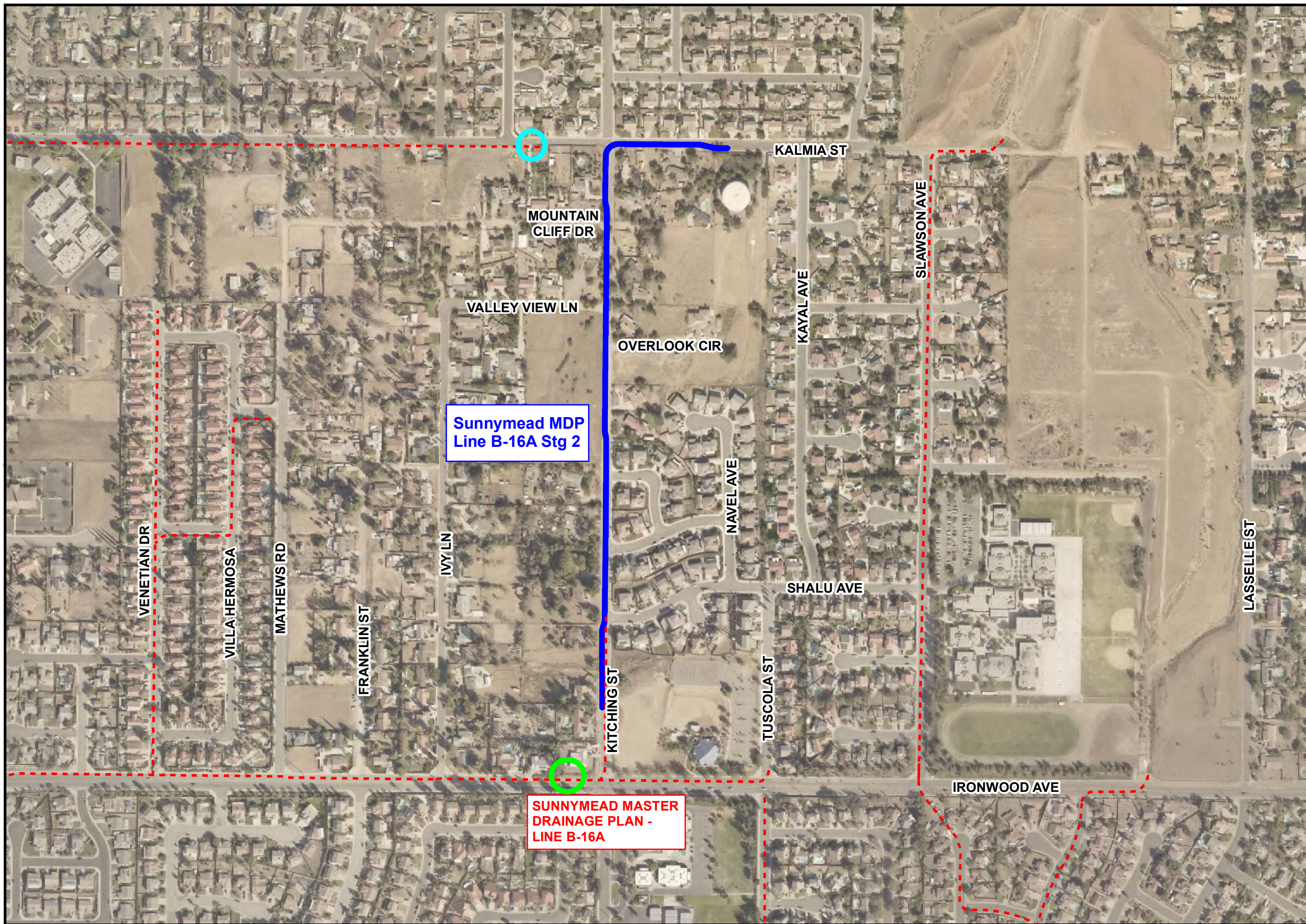
Description:

PROJECT NAME:
SUNNYMEAD MDP B-16A,
STAGE 2

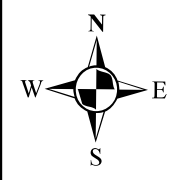
PROJECT NO.:
PROJECT NO. 4-0-00614-02

Legend:

- - - Existing Below Ground Facility
- CITY FACILITY
- OPTIONAL CATCH BASIN
- ADDITIONAL FACILITY



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
Sunnymead MDP Line B-16A Stg 2
 Supervisorial District 5



...tive Agreement with RCFC&WCD (4119 : APPROVE A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH

EXHIBIT “B”

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing CITY's obligation to indemnify or hold DISTRICT harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If CITY has employees as defined by the State of California, CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:

CITY shall cause any architect or engineer retained by CITY in connection with the performance of CITY's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. CITY shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of

EXHIBIT “B”

this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CITY must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CITY's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. CITY shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY shall cause CITY's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

EXHIBIT “B”

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that CITY's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY has become inadequate.
- g. CITY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. CITY agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: September 15, 2020

TITLE: APPROVAL OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND ENCO UTILITY SERVICES MORENO VALLEY, LLC

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Amendment to the Professional Services Agreement between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC; and
2. Authorize the City Manager to execute the Second Amendment on behalf of the City.

SUMMARY

This report recommends approval of the Second Amendment to the Professional Services Agreement with ENCO Utility Services Moreno Valley, LLC that extends the current agreement for three years and provides Moreno Valley Utility (MVU) with a 5% discount effective from the date of execution of the Amendment through December 31, 2025. The reduced operating costs will aid MVU with additional funding for the establishment of reserve funds necessary for the ongoing maintenance and repair of equipment to minimize any reduction of service delivery to customers.

DISCUSSION

The City entered into a Professional Services Agreement with ENCO Utility Services Moreno Valley, LLC in October 2003 for certain services to support MVU. These services include: (1) Engineering, Procurement and Construction Management; (2) Operations and Maintenance; and (3) Customer Account Services. In May 2010, the

Settlement Agreement extended ENCO's services to December 31, 2022.

At the City Council meeting on June 19, 2018, the City Manager was authorized to negotiate and sign an amendment to the Agreement to incorporate the services required for the ongoing operation and maintenance of the streetlights purchased from Southern California Edison (SCE).

As MVU grows, it is in the City's best interest to continue to strengthen the utility so that MVU can maintain reliable service to customers and maximize benefits to the community. Extending the Agreement with ENCO Utility Services Moreno Valley, LLC for an additional three years will allow MVU to continue to deploy business processes, policies, and procedures that follow industry best practices. The extension also allows MVU to continue to provide reliable electric service in the most efficient and cost-effective manner without reducing service levels for customers.

In light of the current pandemic, and as a valued partner with the City, ENCO Utility Services agreed to a 5% discount through the end of the contract extension. The estimated annual savings (based on fiscal year 2019/2020) is approximately \$228,000, assuming rates and revenue remain the same throughout the extension period.

The key features of the extension are as follows:

- Three-year extension with an expiration date of December 31, 2025
- 5% discount
- Clarification of key performance indicators and reporting metrics on performance
- Clarification of scope of work for Engineering, Procurement and Construction Management, Operations and Maintenance, and Customer Account Services

Staff recommends approving the amendment for the reasons stated. In addition, the extension provides MVU staff time to fully explore and adopt a more efficient and cost-effective business model and install infrastructure necessary to implement time-of-use rates and smart grid technology.

ALTERNATIVES

1. Approve the Professional Services Agreement Second Amendment with ENCO Utility Services Moreno Valley, LLC, extending the term to December 31, 2025 and providing the City with a 5% discount on the services provided. *Staff recommends the extension of the Agreement as it will give the utility time to fully explore and adopt a more efficient and cost-effective business model and install infrastructure necessary to implement time-of-use rates and smart grid technology.*
2. Do not approve the Professional Services Agreement Second Amendment with ENCO Utility Services Moreno Valley, LLC. *Staff does not recommend this alternative as it will limit the ability of the utility to provide electric service to customers.*

FISCAL IMPACT

Based on fiscal year 2019/2020 expenses of \$4,554,453, the proposed Professional Services Agreement Second Amendment is estimated to provide annual savings of approximately \$228,000 assuming rates and revenue remain the same throughout the extension period.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Michael L. Wolfe, P.E.
Interim Assistant City Manager/Public Works
Director/City Engineer

CITY COUNCIL GOALS

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

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2022 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

- 1. Second Amendment to Professional Services Agreement 8-14-20

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	9/02/20 5:40 PM
City Attorney Approval	<u> ✓ Approved </u>	

City Manager Approval

✓ Approved

9/09/20 3:46 PM

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment (“Amendment”) to Professional Services Agreement (“PSA”) is entered into as of _____, 2020 (“Effective Date”) by and between the City of Moreno Valley (“City”) and ENCO Utility Services Moreno Valley, LLC (“ENCO”). The City and ENCO are sometimes referred to herein collectively as the “Parties” and individually as “Party”.

RECITALS

A. The City and ENCO entered into a Professional Services Agreement (“PSA”) on October 7, 2003. The professional services detailed in the PSA are provided to the City’s electric utility. The PSA was previously extended to December 31, 2022 by mutual agreement.

B. Pursuant to the PSA, ENCO provides, among other things, (1) Engineering, Procurement and Construction Management Services (“EPC Services”), (2) Operations and Maintenance Services (O&M Services), and (3) Customer Account Services for the City to provide Electric Services within its service territory.

C. Effective April 4, 2019, the First Amendment (“First Amendment”) to the PSA was executed by the Parties. The First Amendment provided for O&M Services for the SCE acquired streetlights through the PSA termination date of December 31, 2020.

D. With the approval and execution of the Second Amendment, the scope of work and cost proposal of the First Amendment shall remain unchanged, but the term of the First Amendment will extend beyond December 31, 2022 and will terminate concurrent with the O&M Services. All other provisions of the PSA remain unchanged and in force.

E. The City wishes to continue to receive professional services from ENCO as to (1) EPC Services, (2) O&M Services, and (3) Customer Account Services as expanded during the Term of the PSA expiring December 31, 2022 and with certain express modifications detailed herein. Nothing herein shall be construed to create for ENCO any public utility obligations nor to relieve the City of its obligations as the public utility.

F. It is the intent of the Parties to (a) extend the PSA by three years and (b) change the payment structure to ENCO for all Services to be provided at a 5% discount, reducing ENCO’s Distribution Revenue share to 47.5% effective the date of execution of this Second Amendment until December 31, 2025.

NOW THEREFORE, the Parties agree as follows:

The fees as set forth in this Second Amendment shall be effective as of the date of the execution of the Second Amendment.

Unless otherwise provided herein, all terms of the PSA shall remain in full force and effect during the term of this Second Amendment.

1. Part A, Section 1.4, Performance Guarantees” Item (a) to be deleted.
2. Part A Section 2.2 (c) Office Space and equipment reference shall be deleted from the PSA.
3. Part A Section 3 of the PSA is revised to provide that the PSA will have an extended term through December 31, 2025. Where applicable, services under this agreement may be subject to annual CPI increases as defined in Item 11 below.
4. Part A Section 3.2 Extension Period as written pertains to the Initial Term of the PSA and no longer applies and as such shall be deleted. Per the terms of the current PSA, the City may, at its sole discretion, issue written request for proposals (“RFP”) for the separate services necessary for the operation and maintenance of the Electric System beyond December 31, 2025. As long as ENCO is not in material breach of the PSA and remains an entity validly operating under the laws of the State of California, ENCO shall be entitled to submit a response to the City’s RFP.
5. Section 4.3 (a) (“Disbursement of Funds”) shall be revised to eliminate the last two sentences.
6. Part A Section 4.3 (b)(ii) Rate Stabilization Fund and Part A Section 4.3 (b)(iii) In Lieu Fees shall be deleted in full.
7. Part A Section 5.1 (b) (“Payment for Services”) will be revised to reflect payment to ENCO of 47.5% of the Distribution Component Revenue. All other terms related to the calculation of the Distribution Component as it is currently derived shall remain the same.
8. Part A Section 7.2 (“Insurance”) will be deleted.
9. Part A Section 9.3 shall be modified to reflect that any notice required pursuant to this Second Amendment shall be addressed as follows:

For ENCO: Robert DeKorne
 ENCO Utility Services
 8141 Kaiser Boulevard, Suite 212
 Anaheim, California 92808
dekorne@encous.com

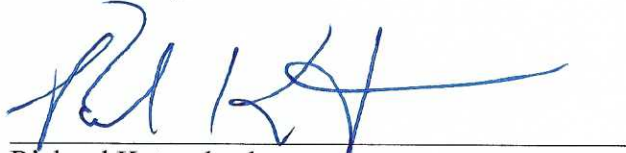
For the City: Electric Utility Division Manager

City of Moreno Valley
 14331 Frederick St. Suite 2
 Moreno Valley, California 92553
 951-413-3502

10. Part B Section 8.2 shall be revised to add the following language at the end of the Section: The minimum qualifications for Senior Vice President Engineering and Operations and Senior Vice President Customer Services are listed in Attachment K.
11. Part B Section 8.3 shall be revised to include Ruby Irigoyen as part of the senior operations personnel team.
12. Part C Definitions, CPI Escalation Factor shall be updated to reflect all CPI calculations and shall be based upon the new index for the Riverside-San Bernardino-Ontario, CA region, based on the “annual” change and implemented 12 months after the Effective Date of the Second Amendment.
13. PSA Part D Attachment A, “Scope of Services for Third Parties” shall be revised as detailed in new Attachment E.1, “Scope of Engineering and design and Construction Management Services” which encompasses the Engineering and Design – Scope of Work and Construction Services – Scope of Work.
14. PSA Part D Attachment B, Sample Work Order Authorization is revised to reflect the updated Work Order Authorization form and is attached hereto as Attachment E.2 for reference.
15. PSA Part D, Attachment D, “Insurance Requirements” shall be modified in General Liability section to state “A combined single limit policy with aggregate limits in the amount of \$5,000,000 will be provided. Proforma Insurance Costs table to be removed from Attachment D
16. PSA Part D Attachment E, O&M Services and Attachment F, Customer Account Services with be replaced with the new following Attachment E.3 and Attachment F
17. PSA Part D Attachment F, “Customer Account Services”, will be replaced with new Attachment F, “Customer Account Services – Scope of Work”. The cost of and expenses related to any system upgrade or new software platform requested by the City and not currently included in the PSA, shall be separately negotiated. ENCO and the City will work together as to any changes, enhancements and/or system changes.
18. Payment of invoices for all services rendered by ENCO to the City pursuant to the Second Amendment shall be paid on or before ten (10) days after receipt thereof by the City.
19. PSA Part D, Attachment I, “Operating Deficit Agreement”, and Attachment J, “Operating Deficit Agreement”, shall terminate as of the date of the execution of this Second Amendment and approval of the City and will no longer be valid or enforceable as of that effective date.

IN WITNESS HEREOF, the Parties have each caused their authorized representative to execute this Amendment.

ENCO Utility Services



Richard Katzenbach
On Behalf of ENCO Utility Services

City of Moreno Valley

Mike Lee
City Manager
On Behalf of the City of Moreno Valley

Attachment: Second Amendment to Professional Services Agreement 8-14-20 (4129 : APPROVAL OF SECOND AMENDMENT TO ENCO

ATTACHMENT E.1

SCOPE OF ENGINEERING AND DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

Subject to the reimbursement provisions in the PSA, ENCO will perform the following services at the City's direction, and in compliance with any applicable public bidding requirements. The list of services may not be comprehensive or exhaustive of those services currently being performed by ENCO and are provided for reference purposes only. The intent of the scope is for all technical components to be completed as necessary for the ongoing operation of the utility including all services as may be currently performed by ENCO. System design and construction management services performed for Developers or other third parties at the City's direction shall be performed pursuant to a Work Order Authorization as described in Attachment E.2. All Work Products will become the property of the City. The services shall include, but not be limited to the following:

1. **System Design and Development Services.** ENCO shall provide design, engineering, and related consulting services necessary to enable the City to install, operate, and maintain the Electric System, including, without limitation, assistance in preparing Requests for Qualifications, Requests for Proposals, technical specifications and other bid documents for the design and construction of the City's Electric System and for the procurement of all necessary equipment to be integrated into the Electric System ("Equipment").
 - a. Development services will include, but not be limited to the following:
 - i. Meet with developers to communicate Moreno Valley Rules, Rates and Tariffs, design requirements, systems and processes for new developments.
 - ii. Prepare method-of-service exhibits for developers.
 - iii. Provide pricing for design and inspection invoicing for developers.
 - iv. Obtain site plans, street improvement plans, electric load, preferred meter locations, streetlight locations.
 - v. Complete design of distribution systems for new developments.
 - vi. Analyze impact on current system characteristics and configuration.
 - vii. Obtain developer concurrence on compatibility with the development.
 - viii. Assist in execution of Agreements (e.g., Line Extension Agreement and Reimbursement Agreement), Easements, and payment of fees compatible with required milestones.
 - ix. Review and approve switchboard drawings and distribution equipment specifications for compliance with Electric Utility Service Equipment Requirements Committee (EUSERC) standards.
 - b. System Design Services include, but are not limited to:
 - i. Electrical and civil infrastructure, substations, feeders, and equipment and material specifications.
 - ii. Design of control and protection schemes, grounding, conduit and cable systems, lightning protection and substation auxiliaries.

- iii. Supervisory Control and Data Acquisition (SCADA)
 - iv. System Automation distribution systems and substations
 - v. Automated Meter Infrastructure (AMI)
 - vi. Smart Grid network design/programs
 - vii. Overhead and underground 115kV transmission systems, 33kV sub-transmission systems, 12kV distribution systems, communication and street lighting systems
 - viii. Customer connections and distributed generation connections
2. **Construction Management Services.** ENCO shall provide Construction Management Services for the construction of the City's Electric System including substation, distribution, communication, and street lighting projects. Services for Development projects shall be provided under separate Work Order Authorizations. Construction Management Services shall generally consist of the following:
- a. Plan, prepare for and supervise construction of all Electrical Systems, installation of Electrical System equipment, and perform other related activities, including coordination with City inspectors regarding civil construction activities to be undertaken in connection with providing electrical service within the MVU service area.
 - i. Perform project Quality Assurance and Quality Control including inspection of construction to meet specifications and applicable codes, inspection of manufactured equipment per City specifications, and witness testing. Provide switching, commissioning, and energization of new systems.
 - ii. Prepare as-built drawings, timekeeping and material accounting for all capital projects.
 - iii. Install metering, including Potential Transformers and Current Transformers (PT/CT) for new customers.
 - iv. Field verify meets-and-bounds easements.
 - b. Use the most efficient technology to prepare schedules for additions to and construction of MVU's electric system and manage the progress of all work for each Project or Work Authorization.
 - c. Promptly report to the City any non-conformity or potential problems with the City's objectives for quality construction, timely completion and economy, as well as compliance with City-approved standards.
 - d. Promptly report to and coordinate with MVU's Capital Project Manager any potential problems regarding compliance with City's approved construction budget, time schedule, and cost control system for MVU capital projects and provide recommendations and remedies for MVU approval to mitigate any conflicts
 - e. If necessary, assist with evaluation of and make recommendations to MVU's Project Manager regarding approval of contractor change order requests.

3. **Engineering and Technical Services.** ENCO shall provide engineering and technical services as required to support operation and maintenance of the System satisfactory to meet the City's selected operating and reliability criteria. Operating criteria must meet all requirements of California Public Utilities Commission (CPUC) General Orders 95, 128, 165 and 174. Services shall include, but not be limited to:
- a. Conduct substation analysis, system modeling and analysis, development of specifications and design and construction standards, cost/benefit analysis, distributed generation interconnections, auditing engineering and operational practices, process redesign and streamlining, assistance with applicable regulatory compliance, and assessment with recommendations for new business procedures.
 - b. Prepare a Distribution System Plan on an annual basis that provides:
 - i. 5-year forecast of development projects and resulting electric loads.
 - ii. Definitions and description of the impact on system capacity requirements and reliability.
 - iii. Recommendations for Capital Improvement Projects, if any.
 - iv. Designs of new facilities for CIP projects including base-map research of existing facilities.
 - v. Identification of Wholesale Distribution Access Tariff (WDAT) Interconnect needs or revisions.
 - vi. Estimated cost data for proposed Capital Improvement Projects.
 - vii. Analysis of reliability needs and make recommendations.
 - c. Submit as-built plans to the City's GIS Group.
 - d. Add newly installed equipment to the Utility Maintenance Management System (UMMS).
 - e. Update and distribute electric distribution circuit maps.
4. **Reports, Standards, Plans, and Metrics.**
- a. ENCO will be responsible for the creation, update, assistance, and monitoring of the following documents, to be provided to the City upon request. These documents include, but are not limited to:
 - i. Detailed budget and cost control measure for EPC services
 - ii. MVU Safety Manual
 - iii. Electric System Emergency Response Plan
 - iv. MVU/City Cyber Security Plan
 - v. MVU Physical Security Plan and Design Criteria
 - vi. MVU Electric System Reliability Criteria
 - vii. MVU Electric System Power Quality Requirements and Criteria
 - viii. MVU Electric System Operational Technology Plan
 - ix. MVU Electric System power/load flow Analysis
 - x. Annual Distribution System Plan
 - xi. MVU Electric System Arc Flash Safety Requirements
 - xii. MVU Electric System Engineering Design manual w/ standards
 - xiii. MVU Electric System Construction Standards and Practices for both civil and electrical

- xiv. MVU Electric System Operational Procedures
- xv. MVU Electric System Maintenance and Inspection Standards for all MVU owned equipment
- xvi. MVU Electric System Specifications for all civil and electrical equipment and installations
- xvii. Forensic examinations/cause of failure analysis procedure
- xviii. EPC service provider Training programs
- xix. EPC service provider Succession planning
- xx. Normal street-light repair within 5 business days (exclusive of knock-downs)
- xxi. MVU Reliability Indices
- xxii. Distribution Inspection/Maintenance procedures adhere to CPUC General Order 165
- xxiii. Complete 90% of inspections within the month due
- xxiv. Complete delinquent inspections with 10 business days
- xxv. Outage response time after business hours - onsite within 90 minutes

ATTACHMENT E.2

Work Order Authorization

Date: _____ Project: _____
 Project Name: _____ Work Authorization: **40-XXX**
 Project Location: _____
 EUS Contact: Robert deKorné (909) 289-5427

Description and Estimated Cost of Work:

1	Project Work Scope:			
2	Subcontractor			
	Materials			
	Sales Tax			
	ENCO Mark-up		\$0.00	
	Sub- Contractor Total		\$0.00	
3	Enco Professional Services			
		Est Hrs	Rate	
	PMgr		\$	-
	Sr. Engr		\$	-
	Sr. Des		\$	-
	CAD		\$	-
	CM		\$	-
	Inspector		\$	-
	Admin		\$	-
	Subtotal Engineering & Design Services			\$0.00
	A&G			\$ -
	Estimated Work Authorization Total			\$0.00
<p>Approved by Moreno Valley: _____ Accepted and Agreed by EUS: _____</p> <p>_____ (Date)</p> <p>Jeannette Olko Electric Utility Division Manager</p> <p>_____ (Date)</p> <p>Robert de Kome Sr. Vice President</p>				

Attachment: Second Amendment to Professional Services Agreement 8-14-20 (4129 : APPROVAL OF SECOND AMENDMENT TO ENCO

PART D. ATTACHMENTS

ATTACHMENT E.3

SCOPE OF OPERATIONS & MAINTENANCE SERVICES

ENCO shall perform operations and maintenance services necessary to allow the City to efficiently and reliably provide Electric Services to Customers through the City's electrical system in accordance with the provisions of the Agreement. The list of services may not be comprehensive or exhaustive of those services currently being performed by ENCO and are provided for reference purposes only. The intent of the scope is for all components to be completed as necessary for the ongoing operation and maintenance of the utility including all services as may be currently performed by ENCO. ENCO shall perform such services under the City's direction in accordance with its standard policies and procedures and with applicable law, and in accordance with utility industry best practices. Such services shall be delivered to customers in the name of the City and shall include, but not be limited to:

1. Perform routine and emergency operations
2. Provide Qualified Personnel
3. Restoration of Service
4. Maintain Outage Management System
5. Procurement
6. Record Keeping
7. Metering
8. Customer Orders and Requests
9. Marking of Utility Infrastructure
10. Street Light System
11. Vegetation Management Services
12. Meter Reading Services
13. Hazardous Materials Compliance
14. Compliance with Local, State and Federal Regulatory Requirements
15. Administrative Services
16. Reports, Standards, Plans and Metrics

Deliverables

All Work Products will become the property of the City.

1. **Perform Routine and Emergency Operations (on a twenty-four hour per day, 365 days per year basis as necessary):** System maintenance shall include routine, preventive, testing, patrol, replacement and inspection of the System. When necessary and with the assistance of the City, ENCO will secure any permits required for the performance of all operations, including construction and maintenance activities. New

Construction should be performed to applicable California Public Utility Commission's General Orders. Required reports and records will be submitted on an annual basis

2. **Provide Qualified Personnel:** ENCO will provide qualified personnel to perform or cause to be performed the O&M Services required to operate the MVU electric system. ENCO shall train its employees in skills, techniques and procedures, and implement management programs which enable them to perform the O&M services in accordance with established standards. It is expected that ENCO will attract and retain knowledgeable people who reflect the core values of MVU, work safely, and work well with the local community. Notification to MVU must be provided if any portion of the Scope of Work will be subbed out to a third party contractor. All third party contractors require MVU approval.
3. **Restoration of Service:** In the event of any interruption of the system or any part thereof ENCO shall exercise reasonable efforts to restore the System to operation as soon as reasonably possible. Outage notification to MVU shall occur as soon as possible. ENCO shall take all reasonable efforts to maintain the reliability measure known as System Average Interruption Duration Index (SAIDI) at 5.0 minutes or less and System Average Interruption Frequency Index (SAIFI) of 0.49.
4. **Outage Management:** The O&M services provider shall have in place an electronic Outage Management System (OMS) integrated with Call Tracker software which identifies incoming outage calls with electric distribution line segments and narrows the likely location of a system fault or disturbance to enable a quick and accurate response. This data will be used in concert with Supervisory Control and Data Acquisition (SCADA) which measures the distance from the substation circuit breaker to the fault location. Distribution System Automation, currently budgeted and under development, will be designed to integrate with these systems where practical and advisable from a cybersecurity and compatibility perspective, as well as Automated Meter Infrastructure (AMI), and Smart Grid network design/programs.
5. **Procurement:** ENCO shall procure all materials and equipment required to furnish O&M services. All materials and equipment shall be new, and shall be stored at MVU facilities.
6. **Record Keeping:** ENCO shall maintain operation and maintenance logs, as-built maps, and records for the System. ENCO shall also develop maps and records for the design and operation of the System, and update such maps and records as needed to reflect actual System inventory, configuration and status. Upon request from the City, ENCO shall provide copies of such logs, maps, and records to the City. California Public Utility Commission (CPUC) required records shall be submitted to MVU on an annual and as needed basis.
7. **Metering:** ENCO shall install, maintain, repair, and replace meters in accordance with the applicable City Tariff. ENCO shall have the ability to review and approve switchboard drawings and distribution equipment specs for compliance with pursuant to Electric Utility Service Equipment Requirements Committee (EUSERC) standards

8. **Customer Orders and Requests:** ENCO shall process turn-ons, turn-offs, switches of electrical service, and disconnect electrical service in accordance with applicable City Tariffs.
9. **Marking of Utility Infrastructure:** ENCO shall provide the location marking of existing City-owned electric utility infrastructure as requested via Underground Service Alert for all non-new electric system construction related alerts. Accuracy of underground utility markings shall conform to the California Excavation Manual. ENCO shall be liable for damage caused by miss-marks.
10. **Street Light System:** ENCO shall repair and restore service to all street lights out within five working days of notification of the light being reported out of service exclusive of knock-downs or other major events to the system.
11. **Vegetation Management:** ENCO shall be responsible for providing adequate vegetation management to ensure adequate clearance and operational efficiency for the Electric System facilities based on prudent utility practices and according to procedures established by MVU.
12. **Meter Reading Services:** On a monthly basis, ENCO shall read or attempt to read (remotely or physically) and validate data from all commercial, industrial, and residential meters. ENCO shall also edit and estimate such data as may be necessary for the City to bill customers for electrical consumption. ENCO shall perform such meter reading services in accordance with metering standards and requirements. ENCO shall routinely test meters for accuracy.
 - a) **Meter Read Schedule:** ENCO shall endeavor to schedule meter reads on a 27 through 33 day read range so that Customer's charges can be included in regularly scheduled Customer account statements. ENCO has the right to read customer's meter outside such read range if necessitated by operational requirements. ENCO shall read meters as required to adhere to the billing schedule as agreed to between the City and ENCO.
 - b) **Meter Read Adjustments:** ENCO shall adjust Customer's charges to reflect any under-billing or overbilling resulting from an error in usage data, or for any period which a meter was not operating properly. Adjustments will be reflected on the customer's next account statement. ENCO shall use reasonable efforts to remedy any unauthorized use of electricity by a customer, consistent with the tariff adopted by the City.
 - c) **Meter Data Maintenance and Storage:** ENCO shall maintain, store, and provide the City with access to current and historical meter and usage data for customers.
 - d) **Reasonable Assistance:** The City shall provide such information, assistance, and cooperation as ENCO may request in connection with Meter Reading Services, including but not limited to; reasonable arrangements for meter readers to have access to all meters via City held rights of way, easement, or any additional right of access required to access a meter; ENCO shall provide duplicate keys for all customer access keys, and shall provide special instructions and/or maps for

difficult meter access. ENCO may alter the Meter Reading procedures with approval of the City.

- e) Automated Metering Infrastructure (AMI): ENCO will support the City's efforts towards full AMI integration and adapt policies and procedures to fully utilize the technology including, but not limited to, remote turn-ons and disconnects and use of Meter Data Management System (MDMS).

13. Compliance with Local, State and Federal Regulatory Requirements: ENCO shall furnish data, reports, and records that support annual compliance with state and federal mandates including but not limited to: California General Orders (GO) 95, 128, 165, 174; Cal OSHA, SAIDI, SAIFI, MAIFI, Federal Energy Regulatory Commission (FERC) and others where applicable.

14. Administrative Services:

- a) Accounting: ENCO shall provide the City with a monthly accounting and other information regarding the O&M Services as the City may reasonably require in the maintenance of their own books and records.
- b) Property Management: Once the City has secured title to the System, all capital additions and improvements made by ENCO shall remain property of the City, and the City shall bear all risk of loss associated therewith upon completion of the addition or improvement. ENCO shall operate and maintain the System free and clear of all Liens resulting from O&M Services.

15. Hazardous Materials Compliance: ENCO shall be responsible for the on-site management of all hazardous substances and wastes generated by or used in the operation or maintenance of the System. ENCO shall solely be responsible for arranging for the offsite transportation and disposal of all wastes generated by operation or maintenance of the System. ENCO will use commercially reasonable efforts to prevent the release of any hazardous materials into the air, soil, or ground water. ENCO shall be responsible for compliance with all applicable Environmental permits and conditions related to the operation and maintenance of the System.

16. Reports, Standards, Plans and Metrics:

- a. ENCO will be responsible for the creation, updating, assistance, or monitoring of the following documents, to be provided to the City upon request. These documents include, but are not limited to:
 - i. MVU Safety Manual
 - ii. MVU/City Cyber security plan
 - iii. MVU Physical security plan and design criteria
 - iv. Electric System Emergency Response Plan
 - v. Electric System Black Start Plan
 - vi. MVU Electric System Reliability Standards (SAIDI, SAIFI, CAIDI, etc.)
 - vii. Electric Outage Response Time
 - viii. Streetlight Outage Response Time
 - ix. Communication Outage Response Time
 - x. Transmission System Maintenance Standards & Testing Schedules

- xi. Substation Maintenance Standards & Testing Schedules
- xii. Distribution Maintenance Standards & Testing Schedule
- xiii. General Order 95, 128, 165, 174 Reports
- xiv. Street Light Patrol
- xv. Vegetation Management Patrol including Fire Threat Mapping
- xvi. Average maintenance cost per mile of system
- xvii. Equipment failure rate
- xviii. Planned maintenance
- xix. Emergency and Unplanned maintenance and repairs
- xx. Monthly status updates on any and all subcontractors detailing the work performed and the associated costs

PART D. ATTACHMENTS

ATTACHMENT F

SCOPE OF CUSTOMER ACCOUNT SERVICES

This Attachment is part of the Professional Services Agreement between the City and ENCO, and is subject to all terms and conditions therein. The Customer Account Services described in this Attachment (the “Customer Account Services”) relate to the retail electric service described in this Agreement. The list of services may not be comprehensive or exhaustive of those services currently being performed by ENCO and are provided for reference purposes only. The intent of the scope is for all components to be completed as necessary for ongoing customer account services including all services as may be currently performed by ENCO. ENCO agrees to provide the following Customer Account Services for Customers receiving Electric Services, consistent with the City Rates and/or Tariffs adopted and as may be modified from time to time. This attachment is for reference only and may not be comprehensive of all services necessary to perform the scope of the Agreement.

A. Customer Billing**1. Customer Billing Services:**

- a. Review and prepare calculation of rates to allow comparison to the local IOU as required by the City.
- b. Maintain and create new rates and rules as the need arises.
- c. Establish new accounts in billing system.
 - i. Perform identity verification for all new residential service requests
 - ii. Perform soft credit check at the same time
- d. Collect, maintain, and refund customer deposits pursuant to City rates and rules
- e. Accurately calculate City charges for customers receiving electrical services based on City tariffs and applicable customer usage data. Screen all usage data for accuracy prior to calculating City charges. Include all applicable City charges in the customer’s account statement on the next scheduled billing date.
- f. Prepare rebills and obtain city approval as required.
- g. Processing of solar customers set up for Net Energy Metering.
- h. Create and provide solar NEM 1.0 customers a monthly and annual statement.
- i. Assist with energy theft and tampering investigations. Estimate and calculate all energy theft rebills and prepare invoices.
- j. Automated Metering Infrastructure (AMI): ENCO will support the City’s efforts towards full AMI integration and adapt policies and procedures to fully utilize the technology including, but not limited to, remote turn-ons and disconnects and use of Meter Data Management System (MDMS).
- k. Maintain all records required for annual audit and assist with audits as needed.

- l. Create list of write-offs and refer to outside collection agency on a monthly basis as required by City policy. Provide support to City collection agency as needed.
- m. Receive and process all bankruptcy notifications.
- n. Prepare bills for meters and other fees and receive and process payments from third parties.

2. Billing Technology (CIS, MDM for example)

- a. Provide all hardware, software, systems, and programming to deliver customer service and billing functions that support the City's efforts towards full AMI integration and the use of emerging technologies. In the event the City selects a new hosted CIS/MDM solution, ENCO will continue to provide the managed services necessary to deliver customer service and billing functions for the City.
- b. New technology deployed will be determined by the City. If requested by the City, ENCO will assist with the selection, set up, deployment and commissioning and shall use this software for the management of the new CIS/MDMS system. Such assistance will include, but is not limited to, needs assessment, feature review, population of data, and support for set up and implementation. ENCO's labor cost for such support of deployment of both MDM and any new CIS shall be borne by ENCO.

B. Back Office Operations

1. Call Center Services:

- a. Provide 24/7 call center to receive and handle all incoming routine and emergency calls.
- b. Provide English and Spanish-speaking Customer Service Representatives.
- c. Provide toll free and local numbers for Customers.
- d. Provide 24/7 dispatching services for routine and emergency calls to field personnel.
- e. Provide substation security monitoring.
- f. Provide and support technologies to allow efficient and effective communication with customers, including, but not limited to, interactive voice response (IVR) system, outbound text and email, allowing customers to leave a voicemail for call back, and "chat" service.
- g. Provide online service for reporting outages (including street light outages).
- h. Assist with City Customer Programs such as Energy Efficiency, Energy Assistance, Level Pay, and Medical Baseline.
- i. Provide local payment office and all related equipment to accept customer walk-in payments and provide customer assistance.

2. Remittance Processing:

- a. Set up, receive, and process all payments.
- b. All payments shall be accurately posted to customer accounts.

- c. All payments received at the Call Center shall be deposited into the City's bank account in a timely manner to be determined by the City.
- d. Perform monthly bank reconciliations.
- e. Receive requests for payments plans. Monitor for compliance.

3. Technology as related to Back Office Operations

- c. Provide all hardware, software, systems, and programming to deliver customer service and billing functions that support the City's efforts towards full AMI integration and the use of emerging technologies. In the event the City selects a new hosted CIS/MDM solution, ENCO will continue to provide the managed services necessary to deliver customer service and billing functions for the City.
- a. Technology deployed will be determined by the City. ENCO has deployed RemitPlus Check 21 Cash Letter software and Mavro imaging software for processing mailed in payments along with various pieces of equipment for opening and scanning checks and correspondence. ENCO will update these software and equipment as needed at its cost for remittance processing. Should the City choose to select alternative software and or hardware for this purpose, ENCO will assist the City with selection and deployment. Such assistance will include assistance with feature review, population of data, and guidance on set up.

4. Bill Printing

- a. Provide accurate presentment of utility bill and all correspondence through multiple methods including, but not limited to, printing and mailing, electronic (e-bills), online access, and mobile app.
- b. Provide all billing statement paper, postage, and envelopes.
- c. Under direction of the City, design all utility bills and correspondence.
- d. Print and mail all utility bills and correspondence.

5. Reports, Standards, Plans, and Metrics

- a. ENCO will be responsible for the creation, updating or monitoring of the following documents, to be provided to the City upon request. These documents include, but are not limited to:
 - i. Billing Reports; monthly reports detailing (a) the number of customer accounts established and terminated, (b) the total number of accounts and aggregate amount of City Charges billed, (c) the aggregate amount of adjustments to City Charges previously billed and collected (d) and any new or outstanding collection issues. **[bill register, top 25, meters added, meter billing, energy theft, bank reconciliation]**

- ii. Prepare monthly bank reconciliation to ensure that all payments are posted to the City's bank account properly and all payments received are accurately credited to customer accounts.
- iii. Prepare and maintain Control Card for all payments.
- iv. Prepare and maintain payment type report.
- v. Succession Plan
- vi. Operational Technology Plan
- vii. Monthly report of call center statistics that monitor adherence to criteria established by the City **[for example: numbers of calls per month for routine and/or emergency service; number of walk-in customer payments; time of calls on hold, time it took to answer calls, etc.]**
- viii. Maintain all customer records in compliance with City's records retention policy.
- ix. Conduct annual SOC2 Type 2 audit at ENCO's sole expense unless otherwise directed by the City
 - x. Disaster recovery plan
 - xi. Maintain compliance with the FACT Act
 - xii. Provide data necessary for regulatory reporting
- xiii. Speed of Answer – 85% answered in 30 seconds (non-outage)
- xiv. Speed of Answer – 70% answered in 2 minutes – Outage
 - xv. Average Percentage of Calls Abandoned – less than 10%
- xvi. Billing Accuracy – Monthly Average 99%
- xvii. Payment Processing Accuracy – Monthly Average 99%
- xviii. Collection Rate as a Percentage of Active Account Revenue Billed
- xix. Collection Rate as a Percentage of Closed Account Revenue Billed
 - xx. Average Age of AR (Days)
 - xxi. AR Over 60 Days – Active Residential
 - xxii. Delinquency Rate – Residential
 - xxiii. Delinquency Rate – Commercial & Industrial
- xxiv. Customer Satisfaction – Use 2018 survey results as baseline for going forward to maintain and or improve on those results
- xxv. Application Processing – Days

ATTACHMENT K
SENIOR OPERATIONS PERSONNEL MINIMUM QUALIFICATIONS

Senior Vice President Engineering and Operations

Minimum ten (10) years of experience with the engineering, operations and maintenance of electric utility high voltage Transmission, Substation and Distribution systems, including at least five (5) years in a supervisory capacity. Experience must include but not limited to:

- Electric system planning and predictive analytics.
- Capital Improvement Programs coordination between city departments and other public agencies.
- Customer service engineering and new business service planning.
- Automated Meter Infrastructure (AMI)
- Street Lighting Systems
- State of California General Orders regarding the design operation and maintenance of electric utility systems.
- Electric Utility Service Equipment Requirements Committee (EUSERC)
- Contract Management
- Supervision, training, and evaluation of employees

Senior Vice President Customer Service

Minimum ten (10) years of experience in Utility Customer Service, including at least five (5) years in a supervisory capacity. Experience must include but not limited to:

- Utility billing
- Call center operations
- Cashiering, credit & collections
- Payment processing
- Utility software systems (CIS, IVR, MDMS, etc.)
- Mail center
- Utility rate development and analysis
- Field services dispatch
- Supervision, training, and evaluation of employees



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: September 15, 2020

TITLE: PEN18-0254 HIGHLAND FAIRVIEW CORPORATE PARK, PHASE II - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF EUCALYPTUS AVENUE FROM ALDI PLACE TO REDLANDS BOULEVARD FROM OCTOBER 7, 2020 TO JANUARY 29, 2021. DEVELOPER: HIGHLAND FAIRVIEW

RECOMMENDED ACTION

Recommendations:

1. Approve a temporary full road closure of Eucalyptus Avenue from Aldi Place to Redlands Boulevard and Eucalyptus Avenue from approximately 2,700 feet to 3,900 feet west of World Logistics Center Parkway for the reconstruction of Redlands Boulevard and Eucalyptus Avenue, from October 7, 2020 to January 29, 2021.
2. Authorize the Public Works Director/City Engineer to execute the Road Closure Agreement, consistent with the road closure limits.
3. Authorize the Public Works Director/City Engineer to approve a road closure extension of 30 calendar days, if the required public improvements are not complete within said timeframe.
4. Authorize the Public Works Director/City Engineer to execute any future amendments to the Road Closure Agreement for time extensions, subject to City Attorney approval, if the required public improvements are not complete within said timeframe.

SUMMARY

On April 16, 2019, the City Council approved the plot plan for the Highland Fairview Corporate Park, Phase II project. The approximately 750,000 square foot logistics building is proposed on approximately 36.3 acres along the northeast corner of Redlands Boulevard and Eucalyptus Avenue.

The developer, Highland Fairview, has requested that the City approve the temporary road closure to construct public improvements. The full road closure of Eucalyptus Avenue from Aldi Place to Redlands Boulevard and Eucalyptus Avenue from approximately 2,700 feet to 3,900 feet west of World Logistics Center Parkway is required to reconstruct Redlands Boulevard and Eucalyptus Avenue, including the construction of a roundabout at the intersection of Eucalyptus Avenue.

DISCUSSION

Highland Fairview is requesting a full road closure of Eucalyptus Avenue from Aldi Place to Redlands Boulevard and Eucalyptus Avenue from approximately 2,700 feet to 3,900 feet west of World Logistics Center Parkway for the reconstruction of Eucalyptus Avenue and Redlands Boulevard. The requested 115-day road closure will be conducted in such a manner that local and emergency vehicle access is maintained. The request for the road closure is due to major improvement work including, but not limited to, construction of a temporary bypass road along Redlands Boulevard, excavation of and adjustment of street grade, removal of existing asphalt concrete, installation of roundabouts, medians, main storm drains and laterals, catch basins, sewer lines, water lines, street lights, asphalt base, asphalt concrete, sidewalk, curb and gutter, and striping. Inspectors from the City of Moreno Valley will review all of the work. Absent any unforeseen conditions or weather delays, it is anticipated that the road will be open to traffic on or before January 29, 2021.

Allowing the road to be closed to through traffic will help expedite the significant work that is required for both Redlands Boulevard and Eucalyptus Avenue, decreasing the overall timeline of the impact to the surrounding vehicular and pedestrian circulation. The road closure will not adversely affect the ingress or egress of any of the neighboring properties although it does require some detouring as shown in Attachment 1. The developer will be required to contact/notify all potentially affected property owners of the closure dates. The road closure/detour plan has been approved by both the Public Works Director/City Engineer and Acting City Traffic Engineer.

In case the developer encounters any unforeseen issues during the construction of the improvements, staff is requesting the City Council authorize the Public Works Director/City Engineer approval authority for extending both the temporary road closure and Road Closure Agreement, a maximum of 30 calendar days. The attached Road Closure Agreement documents the terms of the requested road closure as well as Developer responsibilities.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as this alternative will allow the demolishing of Redlands Boulevard and Eucalyptus Avenue for major improvement work required and expedite the re-opening of Eucalyptus Avenue for public use.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as this alternative would result in no road closure, would prolong the construction schedule, and result in a less safe work environment.*

FISCAL IMPACT

The contractor will be responsible for all costs associated with this proposal.

NOTIFICATION

The approved traffic control/detour plan will require the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Agency, Waste Management, and affected businesses and residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

Approval of the recommended actions will support Objective 4.2 of the Momentum MoVal Strategic Plan, “Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.”

PREPARATION OF STAFF REPORT

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Concurred By:
Michael D. Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

Concurred By:
John Kerenyi
Acting City Traffic Engineer

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

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








ATTACHMENTS

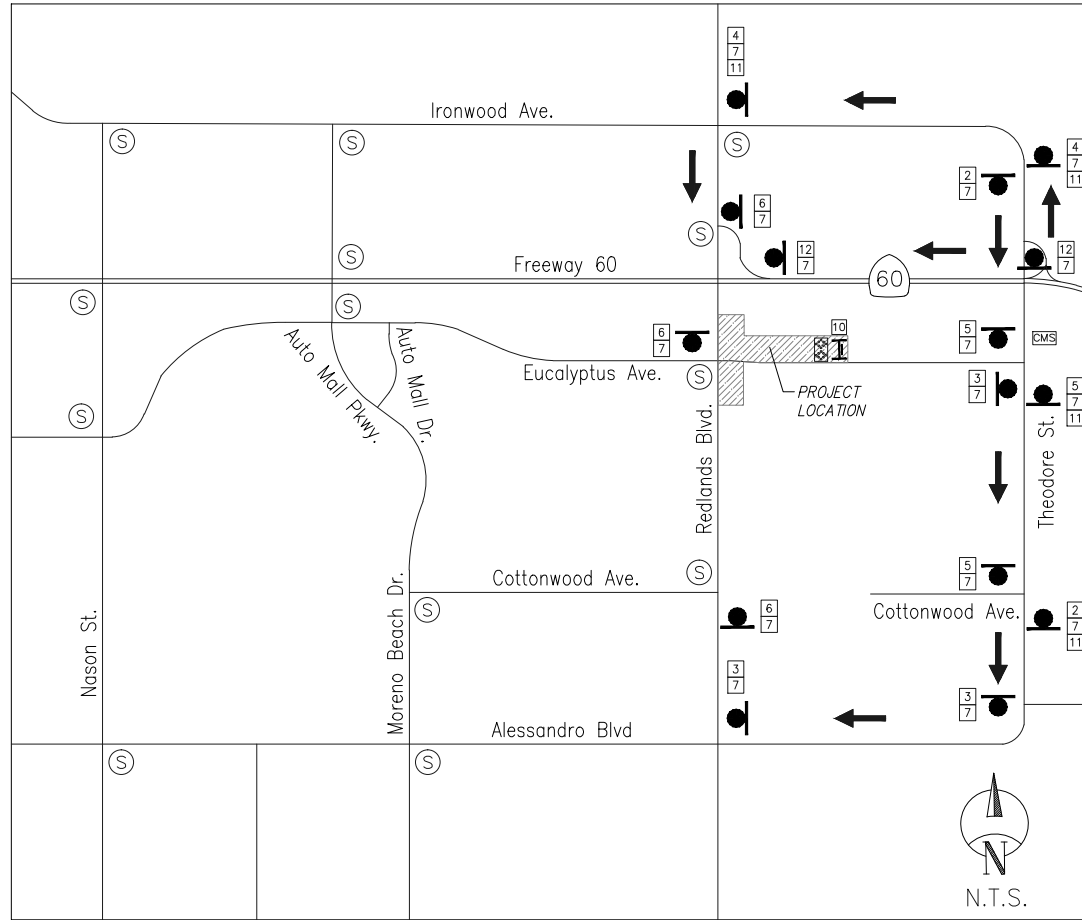
- 1. Detour Map - Road Closure
- 2. GIS Ortho Map - Road Closure
- 3. Road Closure Agreement

APPROVALS







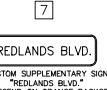






Budget Officer Approval	<u>✓ Approved</u>	9/09/20 2:42 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/09/20 2:54 PM

LEGEND:

-  TEMPORARY TRAFFIC CONTROL SIGN
-  TYPE III BARRICADE WITH SIGN
-  DIRECTION OF TRAVEL
-  SIGNALIZED INTERSECTION
-  WORK ZONE
-  FLASHING DIAMOND SIGN
-  CHANGEABLE MESSAGE SIGN (CMS)

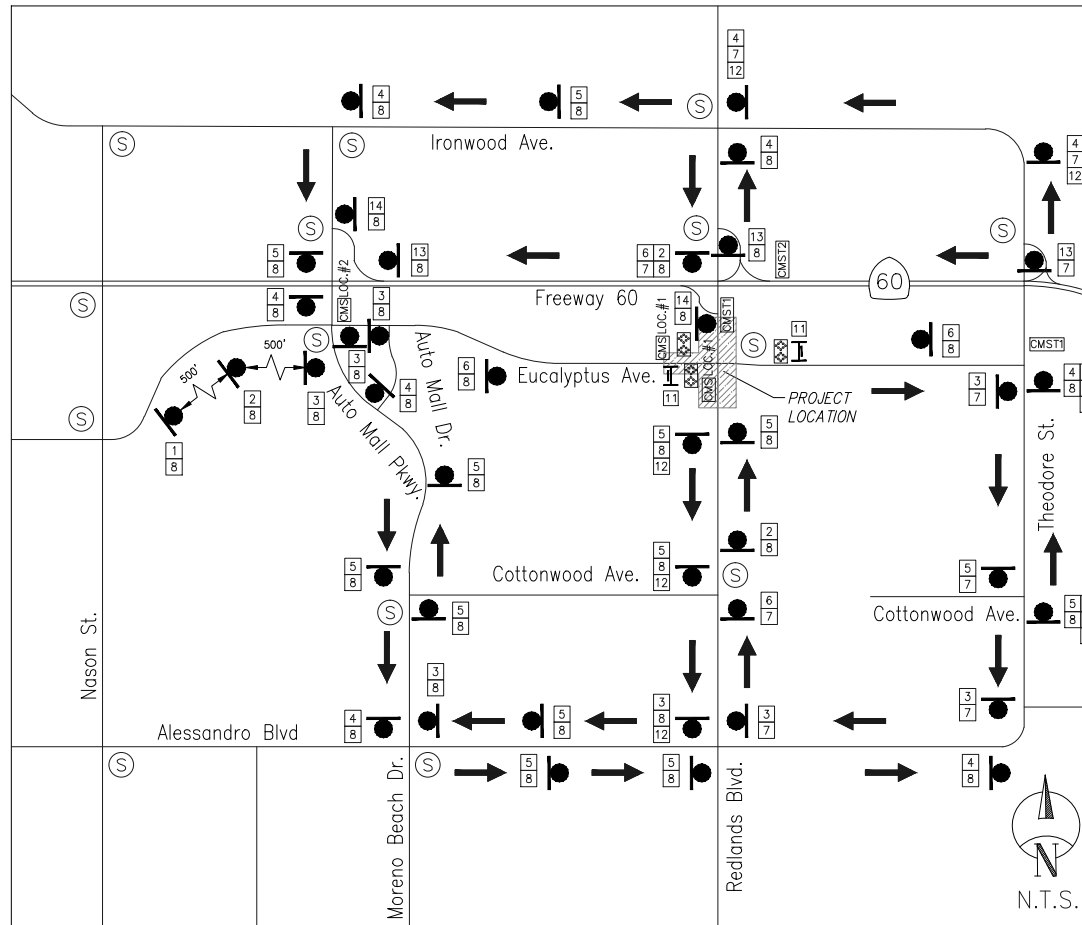


SIGN LEGEND:

- 1

W20-3
36"x36"
- 2

W20-2
36"x36"
- 3

M4-9(R)
30"x24"
- 4

M4-9(L)
30"x24"
- 5

SC3(CA)
36"x12"
- 6

M4-8a
24"x18"
- 7

CUSTOM SUPPLEMENTARY SIGN
"REDLANDS BLVD."
BLACK LEGEND ON ORANGE BACKGROUND
36"x12"
- 8

M4-10(R)
48"x18"
- 9

M4-10(L)
48"x18"
- 10

R11-2
48"x30"
- 11

R5-2
30"x30"
- 12

M4-9(R)
30"x24"
- CMS MESSAGING

TRUCK DETOUR
EUCALYPTUS CLOSED
USE I-60 WEST

LEGEND:

- TEMPORARY TRAFFIC CONTROL SIGN
- TYPE III BARRICADE WITH SIGN
- DIRECTION OF TRAVEL
- SIGNALIZED INTERSECTION
- WORK ZONE
- FLASHING DIAMOND SIGN
- CHANGEABLE MESSAGE SIGN (CMS)



SIGN LEGEND:

- | | | | | | | | | | | | | | | |
|---------------------------|---------------------------|-----------------------------|-----------------------------|-----------------------------|---------------------------|--|---|------------------------------|-------------------------------|----------------------------|---------------------------|------------------------------|------------------------------|---|
| 1

W20-3
36"x36" | 2

W20-2
36"x36" | 3

M4-9(R)
30"x24" | 4

M4-9(L)
30"x24" | 5

SC3(CA)
36"x12" | 6

M4-8a
24"x18" | 7

CUSTOM SUPPLEMENTARY SIGN
"REDLANDS BLVD."
BLACK LEGEND ON ORANGE BACKGROUND
36"x12" | 8

CUSTOM SUPPLEMENTARY SIGN
"EUCALYPTUS AVE."
BLACK LEGEND ON ORANGE BACKGROUND
36"x12" | 9

M4-10(R)
48"x18" | 10

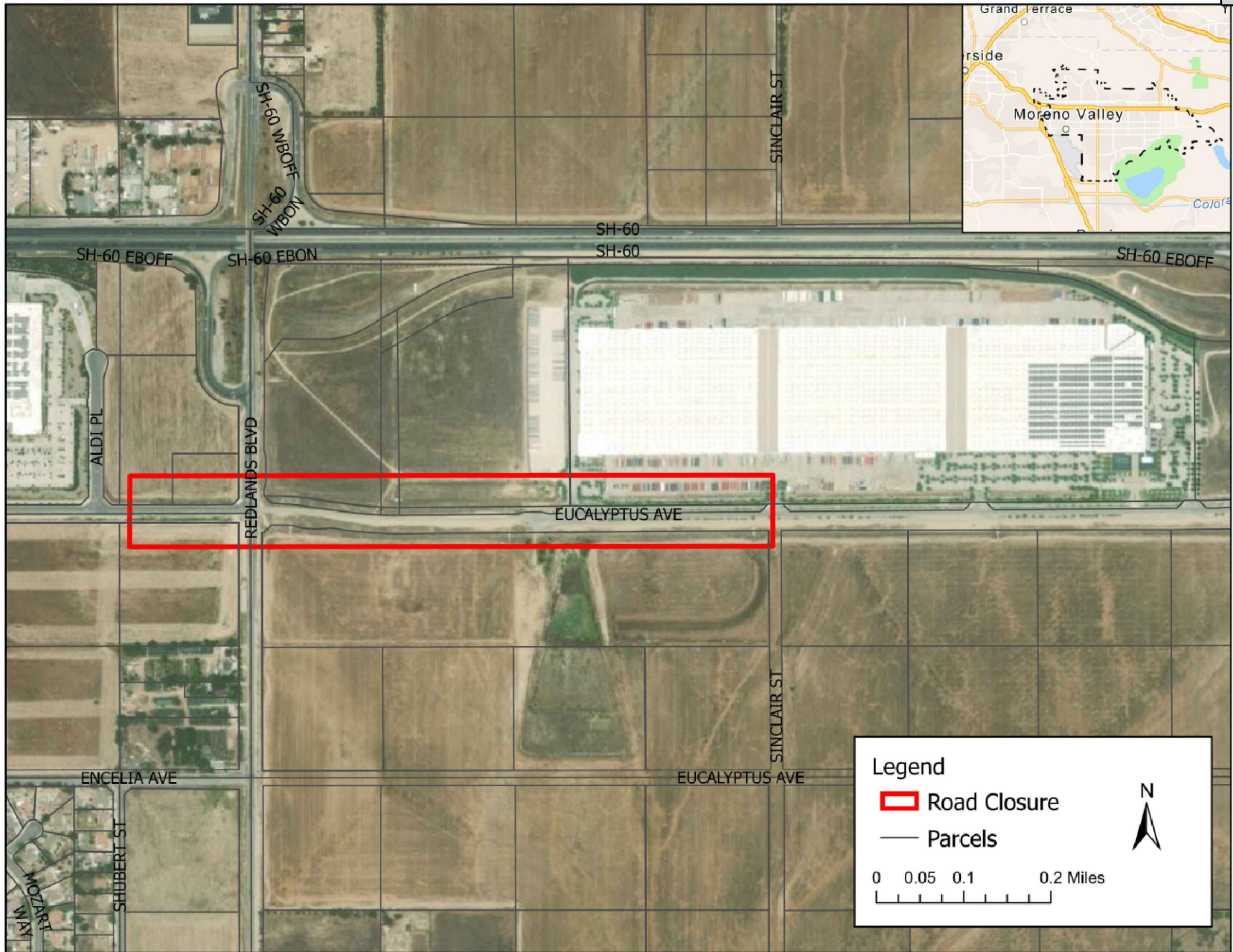
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48"x18" | 11

R11-2
48"x30" | 12

RS-2
30"x30" | 13

M4-9(R)
30"x24" | 14

M4-9(L)
30"x24" | <p>CMS</p> <p>CMS MESSAGING
EUCALYPTUS CLOSED
XX/XX TO XX/XX
DETOUR AUTO MALL PKWY.</p> <p>LOCATION #1: PLACE CMS WITHIN AREA OF CLOSURE ONE WEEK PRIOR TO BEGINNING OF CONSTRUCTION.
LOCATION #2: ONCE CONSTRUCTION BEGINS, RELOCATE CMS TO EUCALYPTUS AVENUE, JUST WEST OF AUTO MALL PARKWAY.</p> <p>CMST1</p> <p>CMS MESSAGING
TRUCK DETOUR
EUCALYPTUS CLOSED
USE I-60 WEST</p> <p>CMST2</p> <p>CMS MESSAGING
TRUCK DETOUR
REDLANDS CLOSED
EXIT AUTO MALL</p> |
|---------------------------|---------------------------|-----------------------------|-----------------------------|-----------------------------|---------------------------|--|---|------------------------------|-------------------------------|----------------------------|---------------------------|------------------------------|------------------------------|---|



Attachment: GIS Ortho Map - Road Closure (4136 : PEN18-0254 HIGHLAND FAIRVIEW CORPORATE



EXHIBIT A: GIS MAP
SKETCHERS EXPANSION PROJECT
Date: 08/19/2020

**HIGHLAND FAIRVIEW**

14225 Corporate Way
Moreno Valley, CA 92553
Tel: 951.867.5327

September 8, 2020

Michael L. Wolfe, P.E.
Public Works Director/City Engineer
City of Moreno Valley

Re: Eucalyptus Road Closure Agreement

Highland Fairview (HF) agrees to move forward with an agreement that in the event the HF Eucalyptus closure project west of Redlands Boulevard actually causes a delay in the city's ability to divert traffic to Redlands Blvd., HF agrees to pay the City no more than \$19,600 per day for each day the City is unable to proceed with detours for the Moreno Beach CIP project. The City determined that the City's Eucalyptus street detour requirement will not occur earlier than January 27th, 2021. HF understands that the delay cost was prepared by the City based upon the current City CIP project estimate of (\$25M), current estimated working days for the City's CIP Moreno Beach drive interchange project which is based on procedures outlined by Caltrans.

Sincerely,

A handwritten signature in blue ink that reads 'Iddo Benzeevi'.

Iddo Benzeevi
President & CEO

cc Michael Lloyd, P.E., Engineering Division Manager/Assistant City Engineer

**ROAD CLOSURE AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
[HF LOGISTICS SKX-T2, LLC]**

This Road Closure Agreement (“**Agreement**”) is made and entered into this _____ day of _____, by and between [HF Logistics SKX-T2, LLC] (“**Developer**”) for the temporary road closure of Eucalyptus Avenue from Aldi Place to Redlands Boulevard and Eucalyptus Avenue from approximately 2,700 feet to 3,900 feet west of World Logistics Center Parkway from October 7, 2020 to January 29, 2021 (“**Road Closure**”) and more fully described in **Exhibit “A”**, and the CITY OF MORENO VALLEY (the “**City**”). Each of Developer and the City are sometimes hereinafter referred to as a “Party” and collectively as the “Parties”.

PREAMBLE

A. The Developer has an approved Public Improvement Agreement with the City and Developer’s Contractor has an Encroachment Permit to construct certain public improvements.

B. The Developer has requested that the City approve a temporary road closure to construct those public improvements. City Council has approved the requested Road Closure.

NOW THEREFORE, in consideration of the promises contained herein, the City and Developer agree as set forth below:

1. **Term.** City Council has approved the effective dates of the Road Closure. Except as resulting from a Force Majeure Event, as set forth in **Section 11** below, only the City Council may extend the amount of time for the Road Closure. Any extensions granted by City Council or due to a Force Majeure Event shall amend the term of this Agreement. Upon reopening of the street for use by the public after City inspection and approval of reopening the subject street, this Agreement terminates.

2. The Developer’s Contractor shall notify the Police, Fire, and Public Works Departments of, or serving, the City of Moreno Valley at least 48 hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, and shall comply with the requirements of said departments in respect thereto. The street of the subject Road Closure shall not be closed until all City approved traffic control measures have been implemented to the satisfaction of the City Engineer. The subject street may be reopened for public use upon review and approval by the City to the satisfaction of the City Engineer.

3. The City anticipates awarding a Contract for the construction of City Project 801-0021, the SR-60/Moreno Beach Drive Interchange – Phase 2 (“**City Project**”) project in or around December 2020. This City Project will, at some later time, detour Moreno Beach Drive (“**City Project Detour**”) traffic through the intersection of Redlands Boulevard and Eucalyptus Avenue. Therefore, the intersection of Redlands Boulevard and Eucalyptus Avenue will need to be open for use by the public once the City Project Detour is required during the construction of the City Project. In the event that the Developer fails to reopen the street for unrestricted public use once the City Project Detour is required, which shall be no earlier than January 27, 2021, Developer agrees to pay the City nineteen thousand, six hundred dollars (\$19,600) per day (liquidated damages) until such time that the subject street is reopened for unrestricted public use. The City Engineer shall have final determination as to whether any liquidated damages apply.

4. The Parties acknowledge and agree that the foregoing liquidated damages will be assessed based upon damages that the City will incur in the event of the street not reopening for unrestricted public use after the City Project Detour is required. The Parties 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 Developer 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.

5. The terms of this Agreement may be enforced by the City, its successors or assigns, and by Developer, its successors and assigns.

6. Developer agrees Developer and its members shall not amend or repeal, directly or indirectly, the Declaration, or the restrictions described therein, and no rules or regulations of the Developer shall be adopted, amended, or repealed, in each case which in any manner increases or may increase the obligations of the City, or decreases or may decrease the obligations of Developer, under this Agreement, without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion.

7. **Notices.** All notices, statements, or other documents which any party shall be required or desire to give to any other party hereunder must be in writing and shall be given by the party only in one of the following ways: (i) by personal delivery, or (ii) by addressing it as indicated below, and by depositing it, registered or certified mail, postage prepaid, in the United States mail. If so delivered or mailed, each such notice, statement, or other document shall be conclusively deemed to have been given when personally delivered, or forty-eight (48) hours after the date of mailing (excluding Saturdays, Sundays, and federal holidays), as the case may be. The addresses for notices and other communications, until further notice, are:

THE CITY: City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92553
Attn: City Engineer

DEVELOPER: HF Logistics SKX-T2, LLC
14552 Corporate Way,
Moreno Valley, California 92553
Attn: Jett McCormick

8. **Resolution of Certain Disputes.** Any dispute between the City and Developer, which relates to this Agreement, shall be settled between them by Judicial Reference as provided by California Law. Accordingly, any such dispute shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure, §§638 - 645.1, inclusive, and in connection therewith:

a. The Parties to such dispute shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute or controversy in accordance with the terms of this Agreement;

b. The Parties to such dispute shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the Parties are unable to agree upon a referee within ten (10) days of a written request to do so by any party, then any party may seek to have a referee appointed pursuant to the California Code of Civil Procedure §§638 and 640;

Attachment: Road Closure Agreement [Revision 1] (4136 : PEN18-0254 HIGHLAND FAIRVIEW CORPORATE PARK, PHASE II - REQUEST TO

c. Subject to the limitations of this Section, the referee shall have the right to award all legal or equitable relief appropriate under the circumstances of the controversy before him or her;

d. The cost of such proceeding shall be apportioned among the Parties to the dispute in accordance with California Code of Civil Procedure §645.1. In no event shall any such reference proceeding or any appeal therefrom result in an award of punitive damages, and all such damages are hereby waived.

9. Indemnity.

Developer agrees to indemnify, save, defend, and hold harmless the Community Services District of the City of Moreno Valley, the City, the Moreno Valley Housing Authority, and their respective officers, agents and employees (all of the foregoing persons, other than Developer, are collectively referred to as the “City Indemnitees”) from and against any claim, action, damages, costs (including, without limitation, all attorney’s fees and litigation costs), injuries, or liability (collectively referred to as “Claims”) arising out of the performance of any action contemplated by this Agreement by Developer. Should any of the City Indemnitees be named in any suit, or should any claim be brought against any of the City Indemnitees by suit or otherwise, arising out of performance by Developer of services rendered pursuant to this Agreement, Developer will defend each such City Indemnitee (at each such City Indemnitee’s request and with counsel satisfactory to each such City Indemnitee) and will indemnify each such City Indemnitee for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the gross negligence or willful misconduct of such City Indemnitee.

10. Insurance.

a. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Developer will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability:	\$1,000,000 per occurrence \$ 500,000 Property Damage \$2,000,000 aggregate
Workers’ compensation	Statutory requirement.

b. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed (i) to name the City, Moreno Valley Community Services District, Housing Authority of the City of Moreno Valley, and their respective officials and employees as “additional insured” under said insurance coverage, and (ii) to state that such insurance will be deemed “primary” such that any other insurance that may be carried by any of the City Indemnitees will be excess thereto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancellable or subject to reduction except upon thirty (30) days prior written notice to the City Indemnitees.

c. [Intentionally Omitted]

d. [Intentionally Omitted]

e. Each of the City Indemnitees shall be named as additional insured on all policies of insurance except errors and omissions and workers' compensation.

f. Developer will furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A-VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage.

g. Should Developer, for any reason, fail to obtain and maintain the insurance required by this Agreement, the City may obtain such coverage at Developer's expense and deduct the cost of such insurance from payments due to Developer under this Agreement or terminate.

h. If the definitive insurance policy meeting the terms of **Section 10** and corresponding to the pro forma policy is not issued within ninety (90) days from the Effective Date of this Agreement, then Developer covenants and hereby agrees without defense or future objection that until such time as the insurance policy meeting the requirements of **Section 10** is obtained, the City may do the following without any liability whatsoever:

i. Cease issuing or otherwise approving certificates of occupancy for any aspect of the Project regardless of the date the building permit was issued.

j. Developer further acknowledges all of its obligations under this Agreement will become effective and remain in full force and effect upon the execution and delivery of this Agreement and the delivery and acceptance by the City of the documents and material described in **Subsection 10(f)** above and/or the insurance policy.

The requirements for the insurance shall only terminate upon termination of this Agreement as specified in **Section 1** hereof.

11. Force Majeure. The Developer shall not be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement or the Public Improvement Agreement is caused by natural disasters (including, but not limited to, earthquakes, flood, fires and severe weather events), acts of God, epidemics and pandemics (including, but not limited to, COVID-19), wars, riots or similar hostilities, strikes and other labor difficulties beyond the Developer's control (including the Developer's employment force), economic or environmental/physical conditions (such as lack of utilities) beyond the Developer's control which make timely completion of the public improvements referred to in the Public Improvement Agreement uneconomic or infeasible, other causes beyond the Developer's reasonable control or court actions (such as restraining orders or injunctions) ("**Force Majeure Event**"). If any such events shall occur, the Term of this Agreement and the Public Improvement Agreement and the time for performance shall be extended for the duration of each such event, provided that the Term shall not be extended under any circumstances for more than three (3) years regardless of the number or length of individual extensions and further, in no instance, shall be for a duration longer than the circumstance serving to cause the delay.

12. Default and Remedies. In the event Developer fails to make the payments required under **Section 3** and **Section 4** hereof, fails to obtain the insurance required under **Section 10** hereof, or fails to take any other required action under this Agreement, the City may take whatever action at law or in equity or under this Agreement to which it is entitled, including but not limited to an action for damages or for specific performance or otherwise to enforce performance and observance of any obligation, condition or

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

State of California)
County of _____)

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

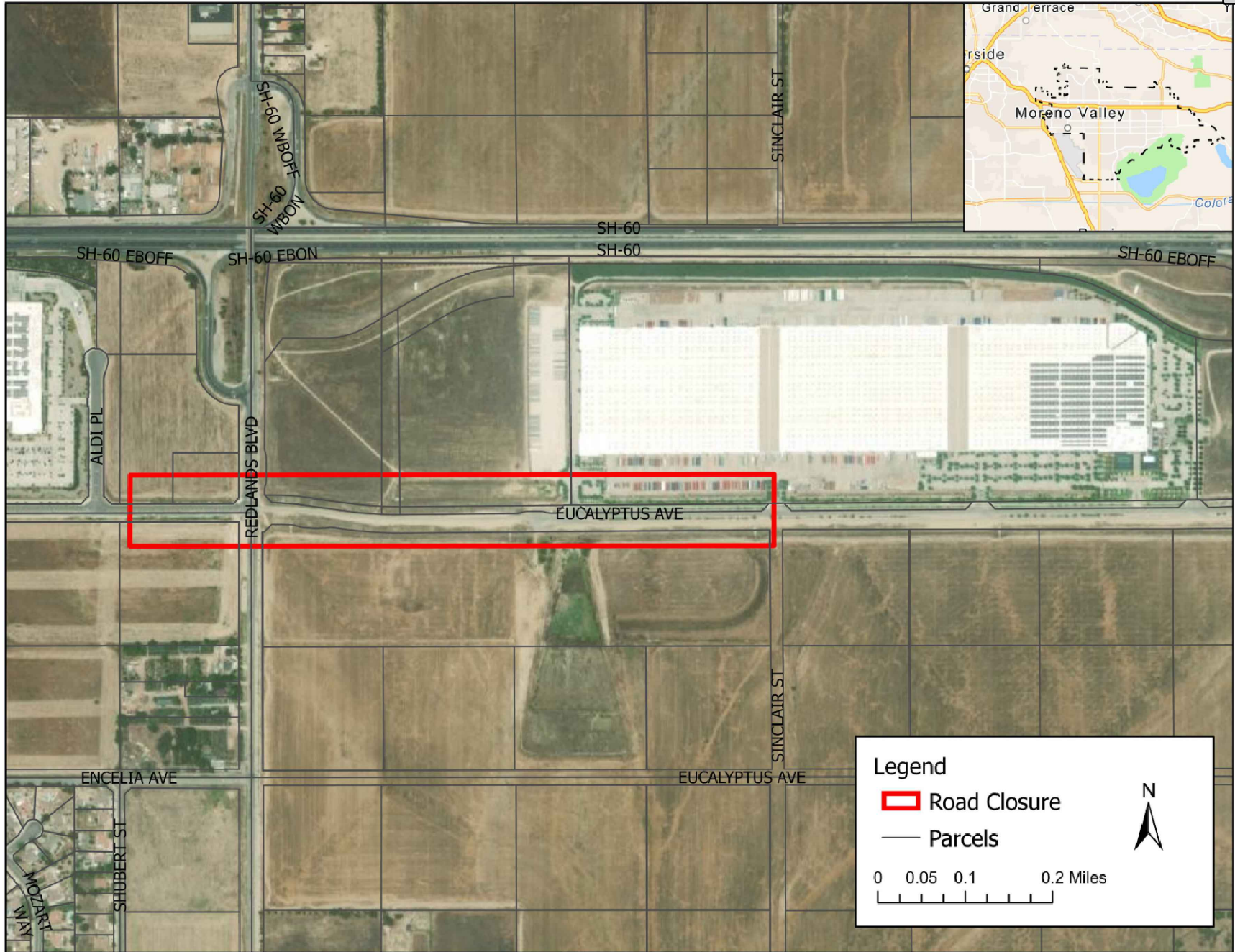
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
Road Closure

Attachment: Road Closure Agreement [Revision 1] (4136 : PEN18-0254 HIGHLAND FAIRVIEW CORPORATE PARK, PHASE II - REQUEST TO



Attachment: Road Closure Agreement [Revision 1] (4136 : PEN18-0254 HIGHLAND FAIRVIEW



EXHIBIT "A" - GIS MAP
 SKETCHERS EXPANSION PROJECT

Date: 08/19/2020



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: September 15, 2020

TITLE: ACCEPTANCE OF THE FISCAL YEAR 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AWARD

RECOMMENDED ACTION

Recommendation:

1. Accept the Fiscal Year 2020 Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program award of \$47,052 through the City of Riverside Police Department;
2. Authorize the City Manager, or his designee, to execute for and on behalf of the City of Moreno Valley, agreements and other related documents required by the Bureau of Justice Assistance for participation in the Edward Byrne Memorial Justice Assistance Grant Program, subject to the approval of the City Attorney; and
3. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as recommended in the Fiscal Impact section of this report.

SUMMARY

This report recommends acceptance of the FY 2020 Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant Program (JAG) conditional grant awarded in the amount of \$47,052. As with prior JAG funds awarded, it is used to support the Weekend Code Enforcement Program.

DISCUSSION

The U.S. Department of Justice, through the Office of Justice Programs, provides federal leadership for the development of programs nationally aimed at preventing and suppressing crime. This effort is carried out through the formation of partnerships with other Federal, State and local governments in focusing on programs that address other enforcement needs, such as the prosecution of offenders, crime prevention, and education of the community. As the Federal government allocates funds to each State, the States then allocate funds throughout the regions. The grant is considered conditional as the initial allocation to California is not yet confirmed.

For 2020, the JAG program has conditionally allocated a total of \$385,710 to Riverside County and participating cities. The City is classified as a sub-grantee due to programs that address enforcement of municipal codes, neighborhood nuisances, health and safety, and substandard housing. Moreno Valley's Code and Neighborhood Services Division is proposing the continued using JAG funding for the City's Weekend Enforcement Program. This program is vital in combating neighborhood blight, unpermitted activities, and serves as a deterrent to criminal activity. The grant has funded two part-time Code Officers currently assigned to the Weekend Enforcement Program.

The City has applied for JAG allocations annually since 2009 to help support the cost of these services. The City has been successful and has received regular annual funds awarded. Through the JAG Program, the City has benefitted from approximately \$693,209 in awarded funding supporting the City's Weekend Enforcement Program. This approach is consistent with the desire of the Council to identify and pursue alternate funding sources whenever possible.

ALTERNATIVES

1. Accept the FY 2020 BJA Edward Byrne Memorial JAG grant award and approve any necessary budget adjustments. *This alternative will allow the City to receive FY 2020 BJA Edward Byrne Memorial JAG funding; this will enable Code and Neighborhood Services to continue the Weekend Enforcement Program activities and ongoing efforts to reduce crime in the community. **The staff recommends this alternative.***
2. Do not accept the FY 2020 BJA Edward Byrne Memorial JAG grant award. *This alternative will prohibit the City from receiving FY 2020 BJA Edward Byrne Memorial JAG funding, which will hinder the continuation of the Weekend Enforcement program activities and efforts to reduce crime in the community. **Staff does not recommend this alternative.***

FISCAL IMPACT

This grant has no requirement for matching funds. All approved expenses are reimbursed by the grant. Therefore, it is cost-neutral to the City, and there is no impact to the General Fund.

As noted, the grant is contingent upon Federal allocation of funds to the State that is then allocated to the regions. All approved expenses are expected to be reimbursed by the grant award.

Acceptance of this grant award will necessitate the adjustments outlined below.

Description	Fund	GL, Account No.	Type (Rev/Exp)	FY20/21 Budget*	Proposed Adjustments	FY20/21 Amended Budget
Receipt of Grant	JAG	2715-20-26-72115-485000 GR JAG 20 – CODE	Rev	\$79,892	\$47,052	\$126,944
Salaries-Temporary	JAG	2715-20-26-72115-611310 GR JAG 20 – CODE	Exp	\$79,892	\$47,052	\$126,944

*Includes proposed carryover from FY19/20

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Steve Alvarado
Code and Neighborhood Services Division Manager

Department Head Approval:
Manuel A. Mancha
Community Development Director

CITY COUNCIL GOALS

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

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

Community Image, Neighborhood Pride, and Cleanliness. Promote a sense of community pride and foster an excellent image of our City by developing and executing programs that 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

JAG 20 Interlocal Agreement

CITY COUNCIL GOALS

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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. 2020 JAG Interlocal Agreement

APPROVALS

CITY COUNCIL GOALS

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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

- 2. 2020 JAG Interlocal Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/09/20 11:29 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/09/20 3:47 PM

INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF RIVERSIDE, THE CITIES OF BEAUMONT, CORONA, DESERT
HOT SPRINGS, HEMET, INDIO, JURUPA VALLEY, LAKE ELSINORE, MORENO VALLEY, PALM
SPRINGS, PERRIS, AND
THE CITY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE
2020 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ___ day of _____, 2020, by and between THE CITY OF RIVERSIDE, acting by and through its governing body, the Riverside City Council (hereinafter referred to as "CITY"), and the aforementioned COUNTY (hereinafter referred to as "COUNTY") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Board of Supervisors and City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the CITY agrees to release to COUNTY and CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to CITY, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement, on a reimbursement basis; and CITY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

WHEREAS, the COUNTY, CITIES and CITY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the CITY and COUNTY and CITIES agree as follows:

Section 1.

CITY agrees to release to COUNTY and CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to CITY, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; CITY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines.

Section 3.

COUNTY and CITIES agree to provide CITY with sufficient timely information as necessary within five business days after receiving written request from CITY to meet JAG requirements for quarterly financial and performance metrics reports and semi-annual programmatic reports.

Section 4.

Nothing arising from this Agreement shall impose any liability for claims or actions against CITY other than what is authorized by law.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY and/or CITIES other than what is authorized by law.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MORENO VALLEY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: 2020 JAG Interlocal Agreement (4152 : ACCEPTANCE OF THE FISCAL YEAR 2020 BUREAU OF JUSTICE JAG GRANT AWARD)

Appendix 1
Eligible Agencies in FY2020 JAG Disparate Area

Riverside City FA	BJA Formula	To Fiscal Agent	New Allocation	% to FA
Riverside City	109,004	27,677	136,681	
Beaumont City	11,461	-1,147	10,314	10.0%
Corona	14,401	-1,441	12,960	10.0%
Desert Hot Springs	17,727	-1,773	15,954	10.0%
Hemet	32,257	-3,226	29,031	10.0%
Indio	33,716	-3,372	30,344	10.0%
Jurupa Valley	20,260	-2,026	18,234	10.0%
Lake Elsinore	10,581	1,059	9,522	10.0%
Moreno Valley	52,281	-5,229	47,052	10.0%
Palm Springs	18,006	-1,801	16,205	10.0%
Perris	13,542	-1,355	12,187	10.0%
Riverside County	52,474	-5,248	47,226	10.0%
	385,710		385,710	
Less City of Riverside allocation	-136,681			
Remaining allocation	249,029			
% To Fiscal Agent	10%			
\$ To FA	27,677			

Attachment: 2020 JAG Interlocal Agreement (4152 : ACCEPTANCE OF THE FISCAL YEAR 2020 BUREAU OF JUSTICE JAG GRANT AWARD)



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: September 15, 2020

TITLE: SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE NO. 970 AUTHORIZING A CHANGE OF ZONE (PEN19-0152) FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF IRONWOOD AVENUE AND DAY STREET (ORD. NO. 970)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct the second reading by title only and adopt Ordinance No. 970.

SUMMARY

This report recommends adoption of Ordinance No. 970, introduced at the last City Council meeting, approving a Change of Zone (PEN19-0152), changing the zoning of 0.11 acres from Community Commercial (CC) District to Residential 15 (R15) District for property located at the southeast corner of Ironwood Avenue and Day Street.

DISCUSSION

Based on review and consideration of the application for a Change of Zone submitted by the applicant M&F Development Company, Inc. in conjunction with a General Plan amendment and Tentative Tract Map, the City Council introduced the ordinance to amend the Official Zoning Atlas at the September 1, 2020 meeting. The ordinance will change the zoning classification of 0.11-acres from Community Commercial (CC) District to Residential 15 (R15) District. The site is located at the southeast corner of Ironwood Avenue and Day Street as shown on Exhibit A of the ordinance.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Conduct the second reading by title only and adopt Ordinance No. 970. Staff recommends this alternative.
2. Provide revisions to the draft Ordinance and have staff return with the revised draft for another adoption process.
3. Provide alternate direction to staff.

FISCAL IMPACT

There are no anticipated fiscal impacts from the recommended action.

NOTIFICATION

The agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Gabriel Diaz
Associate Planner

Department Head Approval:
Manuel A. Mancha
Community Development Director

CITY COUNCIL GOALS

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

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

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**

Objective 1.1: Proactively attract high-quality businesses.

Objective 1.3: Promote local hiring through the expansion of local, quality, high paying jobs, and workforce development efforts.

ATTACHMENTS

- 1. Ordinance 970 - Zone Change
- 2. Exhibit A to Ordinance 970 - Zone Change

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/03/20 12:54 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/09/20 3:48 PM

ORDINANCE NO. 970

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PEN19-0152; AN AMENDMENT TO THE OFFICIAL ZONING ATLAS OF THE CITY OF MORENO VALLEY, CHANGING THE ZONING CLASSIFICATION OF 0.11 ACRES FROM COMMUNITY COMMERCIAL (CC) DISTRICT TO RESIDENTIAL 15 (R15) DISTRICT LOCATED AT THE SOUTHEAST CORNER OF IRONWOOD AVENUE AND DAY STREET (APNS: 291-100-054 AND 291-100-055)

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, the M&F Development Company, Inc., filed Application No. PEN19-0152, requesting an amendment to Pages 34 and 45 of the Official Zoning Atlas to the zoning classification for certain properties, as described in the title of this ordinance and the attached Exhibit A; and

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on September 1, 2020, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies were given opportunity to present testimony and documentation.

1.4 An Initial Study has been prepared for the Project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the Initial Study including all supporting technical evidence, determined that the project impacts are expected to be less than significant with mitigation, and approval of a Mitigated Negative Declaration is an appropriate environmental determination for the Project.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 1, 2020, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

- 1. Conformance with General Plan Policies – The proposed Change of Zone is consistent with the General Plan, and its goals, objectives, policies and programs.

Attachment: Ordinance 970 - Zone Change [Revision 1] (4155 : PEN19-0152 - Change of Zone Second Reading)

FACT: The project site has two Zoning designations, Community Commercial (CC) District and Residential 15 (R15) District as depicted on the City Zoning Atlas. The boundaries depicted on the City Zoning Atlas are inconsistent with both Figure 2-2 “Land Use Map” of the City General Plan and the existing parcel boundaries. The proposed Zone Change will amend the City Zoning Atlas to establish boundaries that are consistent with the parcel lines proposed as part of Tentative Parcel Map No. 37750. This proposed change will result in an increase of 0.11 acres to the Residential 15 (R15) District and a reduction of 0.11 acres to the Community Commercial (CC) District.

The proposed Zone Change is consistent the General Plan, and its goals, objectives, policies, and programs as it will address the existing split land use designations on Assessor Parcel Nos. 291-100-054 and 291-100-055. Addressing the split land use designation will allow for future development of the site with a combination of commercial, office, and residential uses as is intended by Ultimate Goal No. 4 “Enjoys a healthy economic climate that benefits both residents and businesses,” of the City General Plan. The proposed Zone Change will also allow for future commercial development within the City that is conveniently located and will provide the retail and service commercial needs of Moreno Valley residents and businesses consistent with General Plan Objective 2.4. The proposed Zone Change is also consistent with General Plan goals and objectives associated with residential development including: 1) General Plan Goal 2.4 which identifies the need for a supply of housing in sufficient numbers suitable to meet the diverse needs of future residents; and 2) General Plan Objective 2.2 which states that the City will provide a wide range of residential opportunities and dwelling types to meet the demands of present and future residents of all socioeconomic groups.

Based on the evidence provided above it can be determined that the proposed project is consistent with the General Plan and does not conflict with the goals, objectives, policies, and programs established within the Plan.

- 2. Conformance with the Zoning Regulations – The proposed Zone Change is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: The project site is currently zoned Community Commercial (CC) District and Residential 15 (R15) District. The proposed zone change will result in a total reduction of 0.11 acres to the Community Commercial (CC) District and an increase of 0.11 acres to the Residential 15 (R15) District.

The proposed Zone Change will allow for a future development to comply with the provisions of Section 9.03 Residential Districts, Section 9.04

Commercial Districts, and Section 9.16 Design Guidelines of the City's Municipal Code.

- 3. Health, Safety and Welfare – The proposal will not be detrimental to the public health, safety or welfare.

FACT: The project site has two Zoning designations, Community Commercial (CC) District and Residential 15 (R15) District as depicted on the City Zoning Atlas. The proposed Zone Change will amend the City Zoning Atlas resulting in an increase of 0.11-acres to the Residential 15 (R15) District and a reduction of 0.11-acres to the Community Commercial (CC) District. The proposed project does not include the development of the existing vacant property.

Furthermore, an initial study was prepared for the Project in compliance with the California Environmental Quality Act. The initial study found that the project did not result in any significant environmental impacts with the implementation of proposed Mitigation Measures.

There is no evidence that the proposed project will have a significant impact on public health or be materially injurious to surrounding properties of the environment as a whole.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification to Pages 34 and 45 of the Official Zoning Atlas as shown on the attached map marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk.

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5. NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

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SECTION 6. EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Ordinance 970 - Zone Change [Revision 1] (4155 : PEN19-0152 - Change of Zone Second Reading)

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 970 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15th day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

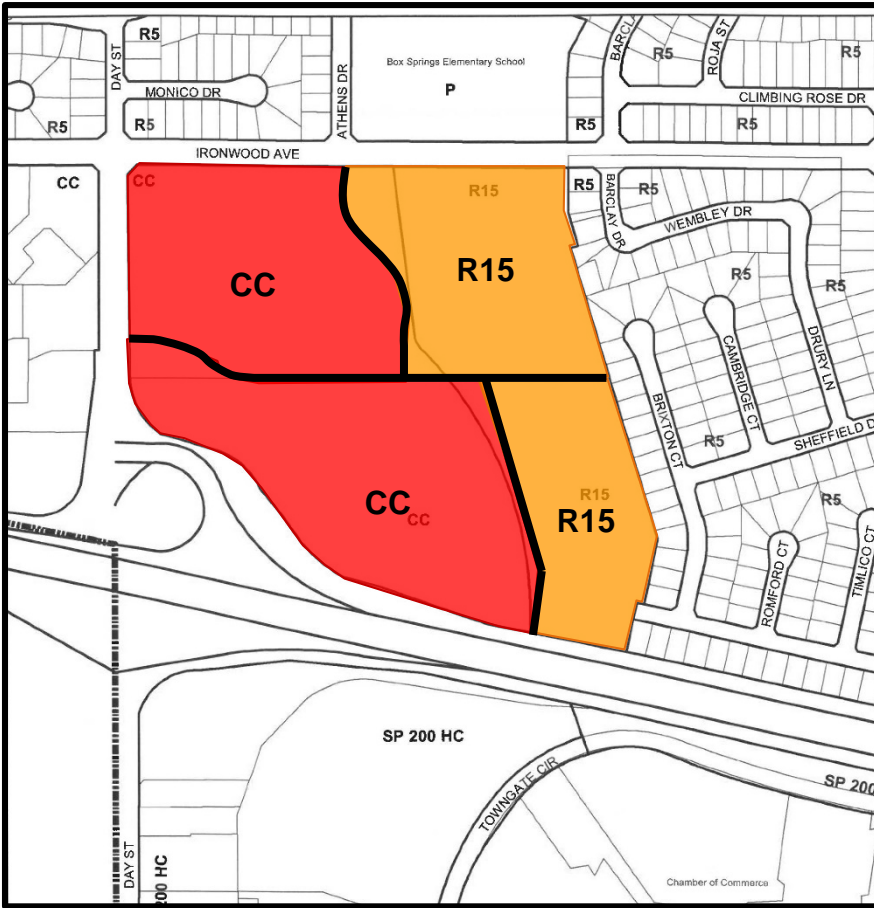
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

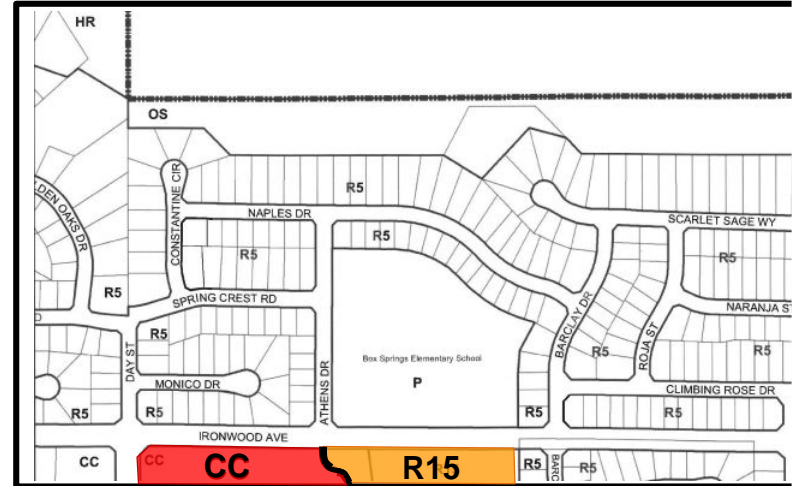
CITY CLERK

(SEAL)

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City of Moreno Valley Zoning Atlas Page 45



City of Moreno Valley Zoning Atlas Page 34

PEN19-0152 – Change of Zone

- Residential 15 (R15)
- Community Commercial (CC)

Attachment: Exhibit A to Ordinance 970 - Zone Change (4155 : PEN19-0152 - Change of