



TELECONFERENCED MEETING

CITY COUNCIL REGULAR MEETING – 6:00 PM

MAY 4, 2021

[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, May 4, 2021

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**

May 4, 2021

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 the 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

Ulises Cabrera, Council Member

David Marquez, Council Member

Victoria Baca, Mayor Pro Tem

**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
MAY 4, 2021**

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 - APR 20, 2021 6:00 PM

Recommendation: Approve as submitted.

- A.3. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021 FROM JULY 1, 2020 THROUGH MARCH 31, 2021 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2020/2021 Council Discretionary Expenditure Report for July 1, 2020 through March 31, 2021.

- A.4. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.5. COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES (Report of: Financial & Management Services)

Recommendations:

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 Declarations of a State of Emergency related to the COVID-19 Pandemic.

- A.6. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (LANDSCAPE DISTRICTS - SOUTH) (CITY COUNCIL AND CSD BOARD), WHICH IS FUNDED BY PARCEL CHARGES (AGMT. NO. 2021-___) (Report of: Financial & Management Services)

Recommendations:

1. Approve the Agreement for On-Site and/or Professional Services for Landscape Districts – South (“Agreement”) with Greentech Landscape, Inc., 13560 Telegraph Rd. Whittier, CA 90605, and waive any and all

minor irregularities, to provide landscape and irrigation maintenance services for certain landscape maintenance districts for a period of five years at a total not-to-exceed amount of \$4,555,050.

2. Authorize the City Manager to execute the Agreement with Greentech Landscape, Inc. and authorize the Acting Assistant City Manager/Chief Financial Officer 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.7. APPROVE THE REPLACEMENT OF EXTRICATION RESCUE EQUIPMENT IN FY20/21 (Report of: Fire Department)

Recommendations:

1. Authorize the Moreno Valley Fire Department to purchase five (5) Holmatro hydraulic rescue tools and accessories at the cost of \$172,019 (\$159,646 equipment and \$12,373 tax).
2. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.8. APPROVE RESOLUTION 2021-XX, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A UTILITY PHYSICAL SECURITY PLAN FOR MORENO VALLEY UTILITY PURSUANT TO CALIFORNIA PUBLIC UTILITIES COMMISSION DECISION 19-01-018 (Report of: Public Works)

Recommendation:

1. Approve Resolution 2021-XX, a Resolution of the City Council of the City of Moreno Valley, California, adopting a Utility Physical Security Plan for Moreno Valley Utility pursuant to California Public Utilities Commission Decision 19-01-018.

A.9. AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM DEED FOR THE STATE ROUTE 60/MORENO BEACH DRIVE INTERCHANGE PHASE 2 IMPROVEMENTS, PROJECT NO. 801 0021 (Report of: Public Works)

Recommendations:

1. Award a construction contract to Spectrum Construction Group, Inc. for the State Route 60/Moreno Beach Drive Interchange Phase 2 Improvement project (Project) and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$23,984,971.76;
2. Authorize the issuance of a Purchase Order for Spectrum Construction

Group, Inc. in the amount of \$26,383,468.94 (bid amount plus a 10% contingency) when the contract has been signed by all parties;

3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the Spectrum Construction Group, Inc. contract of any amount, but not exceeding the contingency of \$2,398,497.18;
4. Award Agreements for Professional Consultant Services to David Evans and Associates Inc. to provide construction surveying services for \$152,240.00; and to Leighton Consulting, Inc. to provide materials testing and geotechnical services for \$213,829.00; and authorize issuance of Purchase Orders;
5. Authorize the City Manager to execute the contract, in substantial conformance with the attached template, with David Evans and Associates Inc. and Leighton Consulting, Inc., subject to minor modifications and approval by the City Attorney;
6. Authorize the Public Works Director/City Engineer to execute any future related amendments for a contingency of up to 20% of each agreement amount with David Evans and Associates Inc. and Leighton Consulting, Inc., subject to the approval by the City Attorney;
7. Authorize a Purchase Order with California Highway Patrol (CHP) for \$142,107.50 for services provided as part of the freeway Construction Zone Enhanced Enforcement Program; and authorize the Public Works Director/City Engineer to execute a future Change Order to the Purchase Order up to \$49,892.50 for a total of \$192,000.00 if needed;
8. Authorize intermittent full road closures of (1) Moreno Beach Drive from Juniper Avenue to Ironwood Avenue; (2) Moreno Beach Drive from Ironwood Avenue to Eucalyptus Avenue; and (3) Ironwood Avenue from Oliver Street to Pettit Street until construction is complete;
9. Authorize the Mayor to execute two Quitclaim Deeds transferring all right, title and interest to the Riverside County Flood Control and Water Conservation District (District); and direct the City Clerk to forward the executed Quitclaim Deeds to the District for further processing and recordation;
10. Accept additional Transportation Uniform Mitigation Fees (TUMF) Funds of \$3,800,000 and additional Development Impact Fee (DIF) Interchange Improvement Funds of \$400,000; and authorize budget adjustments as set forth in the Fiscal Impact section of this report. The Project is fully funded by Senate Bill 1 (SB 1) Trade Corridor Enhancement Program (TCEP) Funds (Fund 2301), TUMF (Fund 3003), Federal Emergency Management Agency (FEMA)/California

Office of Emergency Services Funds (CalOES) (Fund 2300), Riverside County Flood Control and Water Conservation District Funds (RCFC&WCD) (Fund 3002), Eastern Municipal Water District Funds (EMWD) (Fund 3002), Moreno Valley Utility Funds (MVU) (Fund 6011) and DIF Interchange Improvements Funds (Fund 3311); and

11. Authorize the Public Works Director to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed by Contractor.

A.10. ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2021/22 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION (RESO. NO. 2021-XX) (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2021-XX – To establish a Citywide Pavement Rehabilitation and Preservation project list for submission to the California Transportation Commission for Fiscal Year 2021/22 Senate Bill (SB) 1 funding; and
2. Authorize the Public Works Director/City Engineer to make any minor adjustments to the limits of work and minor modifications to the project list, as necessary.

A.11. PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT CREDIT AGREEMENT #D21-002 FOR HIGHLAND FAIRVIEW CORPORATE PARK, PHASE II, LOCATED AT THE NORTHEAST CORNER OF EUCALYPTUS AVENUE AND REDLANDS BOULEVARD. DEVELOPER: HF LOGISTICS SKX-T2, LLC (Report of: Public Works)

Recommendations:

1. Accept and approve the Development Impact Fees Improvement Credit Agreement #D21-002 (DIF Agreement) for PEN18-0254 improvements.
2. Authorize the City Manager to execute the DIF Agreement.

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 - REGULAR MEETING OF APR 20, 2021 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 - REGULAR MEETING OF APR 20, 2021 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 - REGULAR MEETING OF APR 20, 2021 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 - REGULAR MEETING OF APR 20, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration.

Those wishing to speak should follow the teleconference procedures.

F.1. PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS
(Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct the final Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the Fiscal Year (FY) 2021/22 Annual Action Plan.
2. Approve the FY 2021/22 Annual Action Plan as an application to the U.S. Department of Housing and Urban Development (HUD) for funding under the federal CDBG, HOME, and ESG programs with Council amendments, if any.
3. Adopt the FY 2021/22 Annual Action Plan.
4. Authorize the City Manager to approve any reprogramming of allocations between funded programs within the Adopted FY 2021/22 Annual Action Plan in compliance with our Citizen Participation Plan, if necessary.

F.2. ADOPTION OF THE FISCAL YEAR 2021/22 – 2022/23 BUDGET (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. 2021-XX, approving the Budget for the City of Moreno Valley for FY 2021/22 – 2022/23; and
2. Following the adoption of the Capital Improvement Plan (CIP), which will be presented to City Council for adoption prior to June 30, 2021, authorize the Chief Financial Officer to consolidate the approved CIP with the approved and adopted Budget and make any minor adjustments in order to finalize the adopted budget book for the purpose of completing the Government Finance Officers Association and California Society of Municipal Finance Officers award program requirements and final public distribution; and
3. Approve the attached job classifications; and

Recommendations: That the CSD:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. CSD 2021-XX, approving the Budget for the Moreno Valley Community Services District for FY 2021/22 – 2022/23; and

2. Approve the attached job classifications; and

Recommendations: That the Housing Authority:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. HA 2021-XX, approving the Budget for the Moreno Valley Housing Authority for FY 2021/22 – 2022/23; and

Recommendations: That the Successor Agency:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. SA 2021-XX, approving the Budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2021/22 – 2022/23.

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)

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.

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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: April 29, 2021

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
April 20, 2021**



**CITY COUNCIL REGULAR MEETING - 6:00 PM
APRIL 20, 2021**

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

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ALTERNATIVE

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**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 – 7:00 PM
April 20, 2021**

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 6:01 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

ROLL CALL

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

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Steve Quintanilla	Interim City Attorney
	Mike Lee	City Manager
	Brian Mohan	Acting Assistant City Manager/Chief Financial Officer
	Michael Wolfe	Assistant City Manager/Director of Public Works/City Engineer
	Manuel Mancha	Community Development Director
	Patti Solano	Parks & Community Services Director
	John Salisbury	Chief of Police
	Abdul Ahmad	Fire Chief

Minutes Acceptance: Minutes of Apr 20, 2021 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

Andrea Ramirez

1. A social work student at Cal State San Bernardino, provided an update on a project her cohort was doing in the Edgemont community in District 1. They created QR Codes for specific community needs. She detailed one for the City Clerk's web page.

Denise Contreras

1. A social work student at Cal State San Bernardino, provided an update on a project her cohort was doing in the Edgemont community in District 1. They created QR Codes for specific community needs. She detailed one for a neighborhood watch program.

Paula Crespin

1. A social work student at Cal State San Bernardino, provided an update on a project her cohort was doing in the Edgemont community in District 1. They created QR Codes for specific community needs. She detailed one for an informational flyer.

Patricia Azpeitia

1. A social work student at Cal State San Bernardino introduced her cohort and their project. This new cohort found crime and safety were the resident's main concerns. Invited people to attend a meeting at Ridgecrest Park, or virtually via Zoom on April 22, 2021 at 6:00 p.m.

Nadine Abad

1. A social work student at Cal State San Bernardino, provided an update on a project her cohort was doing in the Edgemont community in District 1. They created QR Codes for specific community needs. She detailed one for a community connection guide to the Moreno Valley maintenance division.

Cassandra Casey

1. A social work student at Cal State San Bernardino introduced her cohort and their project. This new cohort found crime and safety were the main concerns in the Rancho Belago area. Invited people to attend a meeting at Ridgecrest Park, or virtually via Zoom on April 22, 2021 at 6:00 p.m.

Brandon Carn

1. Appreciates the cohorts from Cal State University San Bernardino.
2. Reported on the Highland Fairview Salton Sea project.
3. Commented on his opposition to the renaming of Theodore Street to World Logistic Center.
4. Restated the legal problems the Benzeevi Healthcare conglomerate was having.

Tom Jerele

1. Commended the cohorts from Cal State San Bernardino.
2. Expressed his excitement for the new Sprouts coming to Moreno Valley.
3. Commended EMWD on the rapid response to shutting off a fire hydrant that was gushing water. He also commended the Police for running traffic control at the hydrant site.
4. Stated that Highland Fairview has improved Moreno Valley.

Louise Palomares

1. Stated her disdain for Brandon Carn.
2. Reminded Mr. Carn what he and others have done to impede Highland Fairview's World Logistic Center.
3. Commended the students from Cal State San Bernardino.

Mayor Gutierrez stated that the students from Cal State San Bernardino used data driven decision making for their project. He was looking forward to receiving their report with their solutions. Mayor Pro Tem Baca, the representative of District 1, would also be reviewing their report.

JOINT CONSENT CALENDARS (SECTIONS A-E)

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

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 - Apr 6, 2021 7:00 PM

Recommendation: Approve as submitted.

- A.3. 2021 PREVENTION OF ANIMAL HOMELESSNESS FUND (Report of: Community Development)

Council Member Cabrera thanked the staff for continuing to get these grants.

Minutes Acceptance: Minutes of Apr 20, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Recommendation:

1. Receive and accept a grant award from the California Department of Food and Agriculture (CDFA) in the amount of \$7,500 from the 2021 Prevention of Animal Homelessness and Cruelty Voluntary Tax Contribution Fund. The purpose of this grant award is to provide low to no-cost spaying and neutering of dogs and cats owned by City residents.

A.4. PETCO LOVE GRANT AWARD (Report of: Community Development)

Council Member Cabrera thanked the staff for continuing to get these grants.

Recommendation:

1. Receive and accept a grant award from Petco Love (formally Petco Foundation) in the amount of \$15,000 to support the Moreno Valley Animal Shelter's ongoing efforts in assisting community pets. The purpose of this grant award is to implement a program of pet retention with pet owners who have been financially impacted by the COVID-19 pandemic.

A.5. APPROVE RESOLUTION 2021-26 ADOPTING UPDATED ENERGY EFFICIENCY TARGETS (Report of: Public Works)

Recommendation:

1. Approve Resolution No. 2021-26, a Resolution of the City Council of the City of Moreno Valley, California, adopting the updated 2021 Energy Efficiency Target for the Moreno Valley Electric Utility (MVU) mandated by Assembly Bill 2021.

A.6. ACCEPT ADDITIONAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT FUNDS AND RELATED ACTIONS FOR THE SOUTH LASSELLE STREET SAFETY CORRIDOR IMPROVEMENT, PROJECT NO. 808 0026 (AMEND. NO. 2021-26-01) (Report of: Public Works)

Council Member Cabrera thanked the staff for continuing to get these grants.

Recommendations:

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) additional grant award of up to \$192,600 in funds for the construction phase for the South Lasselle Street Safety Corridor project;
2. Authorize an increase to the construction contract for Alfaro Communications Construction, Inc. in the amount of up to \$17,500 to

cover additional work for a new contract amount of \$321,180, funded by HSIP grant;

3. Authorize a change order to increase the existing Purchase Order for Alfaro Communications Construction, Inc. to the total amount of \$353,298 (bid amount plus 10% contingency);
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract, but not exceeding the new total contingency of \$32,118 (\$30,368 original contingency amount plus additional \$1,750), subject to the approval of the City Attorney; and
5. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

- A.7. AUTHORIZE THE AWARD OF A CONSTRUCTION CONTRACT TO PACIFIC UTILITY INSTALLATION, INC. FOR THE ELECTRICAL SWITCH 61 RECONFIGURATION, PROJECT NUMBER 805 0057 (AGMT. NO. 2021-76) (Report of: Public Works)

Recommendations:

1. Award a construction contract to Pacific Utility Installation, Inc., the lowest, responsible, responsive bidder, for the Electrical Switch 61 Reconfiguration Project and authorize the City Manager to execute the contract.
2. Authorize the issuance of a Purchase Order to Pacific Utility Installation, Inc. for the amount of \$113,814 (\$94,845 bid amount plus 20% contingency) when the contract has been signed by all parties, using 2019 Lease Revenue Bonds.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract but not exceeding the 20% contingency amount of \$18,969, subject to the approval of the City Attorney.

- A.8. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.9. PAYMENT REGISTER- FEBRUARY 2021 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.10. SECOND READING AND ADOPTION OF ORDINANCE NO. 980 PROVIDING FOR THE FUTURE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND TO AMEND AND RESTATE THE RATE AND METHOD OF APPORTIONMENT FOR THE DISTRICT (Report of: Financial & Management Services)

Recommendation:

Conduct the second reading by title only and adopt Ordinance No. 980.

- A.11. ADOPTION OF A RESOLUTION ESTABLISHING THE NUMBER OF COMMERCIAL CANNABIS REGULATORY PERMITS ALLOWED IN EACH CATEGORY (NO CHANGE TO THE TOTAL PERMITS ALLOWED) (RESO. NO. 2021-27) (Report of: Financial & Management Services)

Recommendation: That the City Council:

1. Adopt Resolution No. 2021-27, A Resolution establishing the maximum number of Commercial Cannabis Regulatory Permits and conditional use permits allowed in each category pursuant to the Moreno Valley Municipal Code. There is no change of the total permits allowed.
- A.12. EXCLUSIVE NEGOTIATION AGREEMENT NO. 2021-77 BY AND BETWEEN THE MORENO VALLEY HOUSING AUTHORITY AND R (Report of: Financial & Management Services)

Recommendations:

1. Approve the Exclusive Negotiation Agreement No. 2021-77 by and between the Moreno Valley Housing Authority and Rancho Belago Developers, Inc.
2. Authorize the City Attorney to approve any amendments, if applicable to the Exclusive Negotiation Agreement.
3. Authorize the Executive Director to execute the Exclusive Negotiation Agreement, subject to the approval of the City Attorney.

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 - REGULAR MEETING OF APR 6, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. DECLARING INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN (RESO. NO. CSD 2021-10) (Report of: Financial & Management Services)

Recommendation:

Adopt Resolution No. CSD 2021-10. A Resolution of the Board of Directors for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Establish its Community Facilities District No. 2021-01 (Parks Maintenance) and to Authorize the Levy of a Special Tax Therein.

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 - REGULAR MEETING OF APR 6, 2021 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 - REGULAR MEETING OF APR 6, 2021 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 - REGULAR MEETING OF APR 6, 2021 6:00 PM (See A.2)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

F.1. PUBLIC HEARING TO APPROVE CDBG, HOME & ESG PROJECT SELECTIONS FOR INCLUSION IN FISCAL YEAR 2021/22 ANNUAL ACTION PLAN (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the proposed project selections for Fiscal Year (FY) 2021/22 Annual Action Plan.
2. Approve the recommended projects for inclusion in the Annual Action Plan (FY 2021/22) as an application to the U.S. Department of Housing and Urban Development for funding under the federal CDBG, HOME and ESG programs.

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

Acting Assistant City Manager/Chief Financial Officer Mohan provided a brief report on this item.

Mayor Gutierrez opened the Public Hearing at 6:34 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:34 p.m.

G. GENERAL BUSINESS - NONE

Minutes Acceptance: Minutes of Apr 20, 2021 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Mayor Pro Tem Baca reported on the items covered at the March Joint Powers Commission meeting held on April 14, 2021. The Commission conducted a Closed Session discussion about the process for hiring new Executive Director upon retirement of current Executive Director.

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez reported that the RCTC \$113 million SR-60 Truck Lanes project through the Badlands is now sixty-percent complete. This significant safety project should be completed in Summer 2022. When driving through the corridor, please be aware of the 55-mph speed limit and that traffic fines are doubled in construction zones. Please visit rctc.org for additional information.

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)

City Manager Lee reported that the City received a large donation of hand wipes from Amazon. This was a result of the "We Got You Covered" campaign. To date 212,000 masks, and 300,000 hand sanitizers have been distributed. We can now add these hand wipes for distribution. Residents can pick up these three items at any of the three City libraries and the BEREC.

He also announced the Community Day of Service, which is Saturday May 8th from 8:00 a.m. to 12:00 p.m. To volunteer, visit the City's website or you can show up that day. Refreshments will be served.

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 Cabrera

1. Spoke in support of the guilty verdict of Derek Chauvin in the George Floyd murder case.
2. Thanked the CSUSB students that attended the meeting and stated he would attend the event at Ridgecrest.
3. Announced that he attended the Edgemont Women's Club meeting at the Edgemont Community Center. He thanked the Women's Club members and would like to collaborate with them to set up a mobile food pantry.
4. Stated he met with the Moreno Valley Aquatics team and they are requesting a community pool. He recommends putting one at the Town Center.
5. Stated that he and Council Member Marquez met with Assembly Member Medina and CALTRANS to discuss the 60 freeway. This meeting was to ask CALTRANS to help keep the freeway clean.
6. Announced the Rental Assistance Event scheduled for this Wednesday, April 21, 2021.
7. Announced that everyone that is 16 years of age or older could now receive the vaccine.
8. Announced the Golden State stimulus approved by Governor Newsom, \$600 for CAL EITC recipients or those that make less than \$30,000 a year. To qualify a person will need to submit their 2020 income tax return.

Mayor Pro Tem Baca

1. Thanked the Cal State San Bernardino social work students for attending the meeting and providing their update on the work they did for the community. She thanked the cohort for focusing on the Edgemont community in District 1. She asked the City Clerk to reach out to this cohort to set up a meeting to go over the report, the solutions, and any additional assistance they may need.
2. Urged everyone to continue to follow COVID safety protocols. Vaccines are available at the CRC or at the Mall, walk-ins are also available. The City is also offering weekend clinics for the vaccination.
3. Expressed her excitement for the Fourth of July event this year and invited everyone to come celebrate.

Mayor Gutierrez

1. Thanked the Cal State San Bernardino students that attended and presented their projects. Encouraged them to contact Mayor Pro Tem Baca, the representative of District 1. Praised the work the students did on this project.
2. Reminded everyone of the Rescue Rental Program event scheduled for Wednesday, April 21, 2021 at the CRC from 10:00 a.m. to 2:00 p.m. This event provides resources for both tenants and landlords.
3. Reminded everyone that the Community Day of Service is scheduled for May 8, 2021.

4. Thanked all of the residents and everyone in the City for all of their patience with everything that had transpired over the past year.
5. Stated that no one was above the law and today's verdict confirmed this.
6. Thanked the Police Department and Chief Salisbury for their preparedness. He also thanked City staff for their hard work and many hours spent throughout this year finding innovative solutions for the various issues facing the City.
7. Stated that as people we need to be cognizant of our lived experiences, who we are, and our unconscious biases. We have to change these unconscious biases and stereotypes to allow us to have a more equitable and inclusive community.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 6:56 PM.

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: Pat Jacquez-Nares, City Clerk

AGENDA DATE: May 4, 2021

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021 FROM JULY 1, 2020 THROUGH MARCH 31, 2021

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2020/2021 Council Discretionary Expenditure Report for July 1, 2020 through March 31, 2021.

SUMMARY

This staff report is prepared at the request of the City Council to provide transparency with respect to the expenditure of City funds from City Council Discretionary Expenditure Accounts. These reports are for each Council Member's year to date expenditures for Fiscal Year 2020/2021, for July 1, 2020 through March 31, 2021. Each Council District receives an annual budget allocation of \$3,000 and the Mayor receives an annual budget allocation of \$6,000.

With the adoption of the current fiscal year budget and pursuant to Resolution No. 2019-27, unused monies from Fiscal Year 2019/2020 have been carried over to the current Fiscal Year as approved by the City Manager. The Discretionary Expenditure Reports now reflect the amended budget amount.

The expenditure reports are included routinely in the City Council agenda as an additional means of distributing reports on activities to the Council and public. The reports are to be posted to the City's website following Council approval. The monthly reports provide unaudited information and are reconciled to the City's general ledger. Following the end of the Fiscal Year, the financial information shall be reviewed as part of the City's independent financial audit.

NOTIFICATION

Posting of the agenda as required by the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Regina Flores
Senior Deputy City Clerk

Department Head Approval:
Pat Jacquez-Nares
City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Jul - March Discretionary Report

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/27/21 3:37 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/29/21 3:45 PM



MAYOR DR. YXSTIAN A. GUTIERREZ

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10015-620130 Mayor Discretionary
 1010-10-01-10015-620131 Mayor Discretionary - Carryover
 July 1, 2020 - March 31, 2021

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
		No expenditures to report for September 2020
		No expenditures to report for October 2020
		No expenditures to report for November 2020
		No expenditures to report for December 2020
		No expenditures to report for January 2021
		No expenditures to report for February 2021
		No expenditures to report for March 2021
	\$ -	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 6,000.00	FY 20/21 Adopted Budget Amount
	\$ 2,575.00	Carryover Budget Amount FY 19/20
	\$ 8,575.00	FY 20/21 Amended Budget Amount
	\$ 8,575.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 04/21/2021



COUNCIL DISTRICT 1 VICTORIA BACA

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10011-620111 District 1 Discretionary
 1010-10-01-10011-620116 District 1 Discretionary - Carryover
 July 1, 2020 - March 31, 2021

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
9/3/2020	\$ 400.00	Sponsorship MVAQ Pool Fees
		No expenditures to report for October 2020
		No expenditures to report for November 2020
		No expenditures to report for December 2020
		No expenditures to report for January 2021
		No expenditures to report for February 2021
		No expenditures to report for March 2021
	<u>\$ 400.00</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	<u>\$ 1,989.00</u>	Carryover Budget Amount FY 19/20
	<u>\$ 4,989.00</u>	FY 20/21 Amended Budget Amount
	\$ 4,589.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 04/21/2021



COUNCIL DISTRICT 2 VACANT

Fiscal Year 2020/2021 Council Discretionary Expenditures
Accounts: 1010-10-01-10012-620112 District 2 Discretionary
1010-10-01-10012-620117 District 2 Discretionary - Carryover
July 1, 2020 - March 31, 2021

Date	Amount	Description
		No expenditures to report for July 2020
8/26/2020	\$ 994.36	Point Emblem - Custom Challenge Coins
		No expenditures to report for September 2020
10/31/2020	\$ 37.70	Staples - Screen Protector for City Issued Cell Phone
10/31/2020	\$ 7.05	Cupcake & Espresso Bar - Refreshments for Listening Session
10/31/2020	\$ 4.85	Cupcake & Espresso Bar - Refreshments for Listening Session
		No expenditures to report for November 2020
		No expenditures to report for December 2020
		No expenditures to report for January 2021
		No expenditures to report for February 2021
		No expenditures to report for March 2021
	<u>\$ 1,043.96</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	\$ 3,639.00	Carryover Budget Amount FY 19/20
	<u>\$ 6,639.00</u>	FY 20/21 Amended Budget Amount
	\$ 5,595.04	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 04/21/2021

Attachment: Jul - March Discretionary Report (4403 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2020/2021)



COUNCIL DISTRICT 3 DAVID MARQUEZ

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10013-620113 District 3 Discretionary
 1010-10-01-10013-620118 District 3 Discretionary - Carryover
 July 1, 2020 - March 31, 2021

Date	Amount	Description
		No expenditures to report for July 2020
		No expenditures to report for August 2020
		No expenditures to report for September 2020
		No expenditures to report for October 2020
11/25/2020	\$ 500.00	Sponsorship Building Lives Moreno Valley Food Pantry
		No expenditures to report for December 2020
		No expenditures to report for January 2021
		No expenditures to report for February 2021
		No expenditures to report for March 2021
	\$ 500.00	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	\$ 2,578.00	Carryover Budget Amount FY 19/20
	\$ 5,578.00	FY 20/21 Amended Budget Amount
	\$ 5,078.00	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 04/21/2021



COUNCIL DISTRICT 4 ULISES CABRERA

Fiscal Year 2020/2021 Council Discretionary Expenditures
 Accounts: 1010-10-01-10014-620114 District 4 Discretionary
 1010-10-01-10014-620119 District 4 Discretionary - Carryover
 July 1, 2020 - March 31, 2021

Date	Amount	Description
7/31/2020	\$ 10.00	Wake Up MoVal July 22 Meeting
8/24/2020	\$ 357.66	Sponsorship Be Kind to Your Mind Virtual Wellness Event
9/30/2020	\$ 10.00	Wake Up MoVal September 23 Meeting
		No expenditures to report for October 2020
		No expenditures to report for November 2020
12/17/2020	\$ 800.00	Sponsorship Power Speaks Louder Toy Drive
12/31/2020	\$ 1,000.00	Sponsorship Operation Big Blessings Toy Drive
1/31/2021	\$ 72.00	Registration Riverside County BIA Economic Forecast Registration
2/11/2021	\$ 677.85	Sponsorship Unity of the Faith Food Pantry
2/28/2021	\$ (67.00)	Refund Registration Cancellation BIA Economic Forecast less Processing Fee
		No expenditures to report for March 2021
	<u>\$ 2,860.51</u>	TOTAL Council Discretionary Expenditures for FY 20/21
	\$ 3,000.00	FY 20/21 Adopted Budget Amount
	<u>\$ 2,733.00</u>	Carryover Budget Amount FY 19/20
	<u>\$ 5,733.00</u>	FY 20/21 Amended Budget Amount
	\$ 2,872.49	FY 20/21 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 04/21/2021



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Acting Assistant City Manager

AGENDA DATE: May 4, 2021

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:
Brian Mohan
Acting 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>	4/26/21 12:00 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 9:33 AM

**City of Moreno Valley
Personnel Changes
May 4, 2021**

New Hires

None

Promotions

Darren Talmadge

From: Facilities Maintenance Worker, Facilities, Public Works Department

To: Facilities Maintenance Mechanic, Facilities, Public Works Department

Transfers

None

Separations

None



Report to City Council

TO:

FROM: Brian Mohan, Acting Assistant City Manager
Steve Quintanilla, Interim City Attorney

AGENDA DATE: May 4, 2021

TITLE: COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES

RECOMMENDED ACTION

Recommendations:

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

SUMMARY

The Disaster Council recommends that the City Council adopt the attached Resolution Extending the Local State of Emergency and Certain Emergency Measures related to the Local, State and National Declarations of a State of Emergency related to the COVID-19 Pandemic.

The City Council initially declared a Local State of Emergency at its March 17, 2020 meeting and closed all City facilities to the public to minimize and mitigate the spread of the COVID-19 coronavirus.

DISCUSSION

On March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Pandemic, which prompted the Disaster Council to convene. The Disaster Council consists of the Mayor, City Manager/Director of Emergency Services and the Fire Chief. The Disaster Council's purpose is to develop and recommend for adoption by the City Council emergency plans, mutual aid plans, agreements,

ordinances, resolutions and any necessary rules and regulations to implement the aforementioned.

Since the commencement of the Local State of Emergency, the City Council adopted via various resolutions and/or orders certain “Emergency Measures” related to the following:

- Declaring and Subsequently Extending the Existence of a Local State of Emergency due to the COVID-19 Pandemic;
- Approving the Pandemic Influenza Preparedness Plan;
- Ratifying, Adopting and Approving the Amended Closure Plan Regarding its Termination Date;
- Directing the City Disaster Council and/or City Manager/Emergency Services Director to Seek, Apply for and Accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor’s Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
- Authorizing the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- Waiving the City Manager’s/Emergency Services Director’s Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- Authorizing the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of the Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- Authorizing the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for those Purposes, Without Giving Notice for Bids to Let Contracts;
- Granting Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City’s Local State of Emergency at the Express or Implied Request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council;
- Imposing a Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19;
- Approving Provisions to Permit Expanded Outdoor Dining for Local Restaurants and Streamlining the Temporary Use Permit (TUP) Process and Instituting a Fee Waiver to Temporarily Allow Existing Restaurants to Expand Outdoor Seating Capacity on Private Property in Order to Implement Proper Social Distancing Measures;

- Authorizing the Operation of the State of California's Great Plates Delivered Program, Locally Known as Senior Eats, Reimbursing Local Restaurants for the Delivery of Hot Meals to Seniors;
- Approving Provisions to Allow for Temporary Outdoor Business Operations and Streamlining the Temporary Use Permit (TUP) process and Instituting a Fee Waiver to Temporarily Allow Existing Businesses to Conduct Outdoor Business Operations on Private Property in Order to Implement Proper Social Distancing Measures; and
- Adopting a Declaration of a Fiscal Emergency.

It is important to note that all of the above Emergency Measures are temporary. Each are set to terminate at such time that the Governor's State of Emergency is terminated by a subsequent proclamation of the Governor or a concurrent resolution of the State Legislature, unless the emergency measures are terminated earlier by the City Council. Notwithstanding the foregoing, and in order to prevent inconsistencies, the Disaster Council or the City Council may suspend the effectiveness of any of the Emergency Measures in the event the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes any given Emergency Measure.

Notwithstanding the above, under the California Emergency Services Act, the City Council must review the need for continuing the existence of the Local State of Emergency at least once every 60 days until the City Council terminates the Local State of Emergency. Pursuant to the California Emergency Services Act, the City Council must terminate the Local State of Emergency at the earliest possible day that the conditions warrant.

RESOLUTION EXTENDING LOCAL EMERGENCY AND EMERGENCY MEASURES

In light of the foregoing, the Disaster Council recommends that the City Council adopt the attached Resolution that:

- Extends Declaration of the Existence of a Local State of Emergency due to the COVID-19 Pandemic;
- Reaffirms the Approval the Pandemic Influenza Preparedness Plan;
- Extends the Ratification, Adoption and Approval the Amended Closure Plan Regarding its Termination Date;
- Continues Directing the City Disaster Council and/or City Manager/Emergency Services Director to Seek, Apply for and Accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor's Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;

- Continues to Authorize the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- Continues to Waive the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- Extends the Authorization of the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of the Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- Extends the Authorization of the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for those Purposes, Without Giving Notice for Bids to Let Contracts;
- Extends Granting Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City's Local State of Emergency at the Express or Implied Request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council;
- Continues Imposing a Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19;
- Extending the Provisions to Permit Expanded Outdoor Dining for Local Restaurants and Streamlining the Temporary Use Permit (TUP) Process and Instituting a Fee Waiver to Temporarily Allow Existing Restaurants to Expand Outdoor Seating Capacity on Private Property in Order to Implement Proper Social Distancing Measures;
- Continues Authorizing the Operation of the State of California's Great Plates Delivered Program, Locally Known as Senior Eats, Reimbursing Local Restaurants for the Delivery of Hot Meals to Seniors;
- Extending the Provisions to Allow for Temporary Outdoor Business Operations and Streamlining the Temporary Use Permit (TUP) process and Instituting a Fee Waiver to Temporarily Allow Existing Businesses to Conduct Outdoor Business Operations on Private Property in Order to Implement Proper Social Distancing Measures; and
- Extending and Reaffirming the Declaration of a Fiscal Emergency.

Upon adoption of the attached Resolution, all of the above Emergency Measures will remain in full force and effect until such time that the Governor's State of Emergency is lifted either by the Governor or a joint resolution of the State Legislature, unless terminated earlier by the City Council, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant.

Extending the Existence of a Local Emergency due to the COVID-19 Pandemic

Under a prior order of the City Council, the City Manager/Emergency Services Director was directed to provide an update to the City Council every 60 days to determine whether the Local State of Emergency needs to remain in effect.

The Disaster Council has determined there remains a need to continue (extend) the City Council's declaration of the existence of a Local State of Emergency due to the ongoing nature of the COVID-19 Pandemic, which continues to endanger the health and welfare of the residents and visitors of the City of Moreno Valley, as reflected in the guidance and related findings published by Riverside County Public Health Officer, the Governor's Office, the California Department of Public Health, the Centers of Disease Control and Prevention and the World Health Organization.

Pandemic Influenza Preparedness Plan

The Pandemic Influenza Preparedness Plan which was prepared under the direction and oversight of the Disaster Council, serves as the City's "Emergency Operations Plan." Pursuant to the Municipal Code, the Disaster Council is responsible for the development and maintenance of the City's Emergency Operations Plan, which must provide for the effective mobilization of all of the resources of the City, both public and private, to meet any conditions which may arise during the Local State of Emergency. It also provides for the organization, powers and duties and services of certain City employees, who all became "Disaster Workers" upon the adoption the Declaration of the Local State of Emergency. As Disaster Workers, some City employees may be assigned duties outside the scope of their regular job duties. The Plan also addresses issues such as telecommuting and financial tracking of emergency expenditures for purposes of qualifying for emergency assistance from Governor's Operations of Emergency Services and/or FEMA.

Closure Plan

Under the direction and oversight of the Disaster Council, a "Closure Plan" was developed which identifies which City facilities would either be closed during certain times and on certain days. The Closure Plan also identifies any adjustment in the hours of operation related to providing certain services to the public, such as those provided through the City's Libraries, Parks & Community Services, Employment Resource Center, Animal Services, etc.

Waiving Limitation on City Manager's Purchasing Authority

Currently, the City Manager/Emergency Services Director has the discretion to purchase and procure certain materials, equipment, supplies and services, provided that no single transaction exceeds \$50,000 or \$75,000 for public works contracts. This emergency measure waives these dollar limitations only for those purchases and procurement of materials, equipment, supplies and services which are related to mitigating or preventing the spread and transmission of COVID-19. This emergency measure also ratified any and all purchases of equipment, supplies and other materials in response to the arrival of 195 individuals who may have been exposed to COVID-19

at March Air Reserve Base on or about January 29, 2020, and who were subjected to a mandatory 14-Day federal COVID-19 quarantine at the Base, without prior sufficient notice being provided to the City first

Suspending Purchasing Procedures

This Emergency Measure authorizes the City Manager/Emergency Services Director to suspend the purchasing procedures set forth in Chapter 3.12 "Purchasing" of the Municipal Code to procure the necessary equipment, services, and supplies in order to respond immediately and effectively to the COVID-19 Virus Pandemic Emergency. Suspension of the purchasing procedures essentially authorizes the City Manager/Emergency Services Director to approve the direct purchase of any supplies, materials, equipment or contractual services where immediate procurement is essential to prevent delays which may otherwise hinder the City's efforts to implement programs and provide services intended to prevent or mitigate the risk of spreading and transmitting COVID-19. This also allows the City Manager/Emergency Services Director to suspend any requirements for preparing and publishing "Notices Inviting Bids," soliciting prospective vendors and consultants via "Requests for Proposals" (RFPs) or "Request for Quotes," awarding a contract or purchase to the "Lowest Responsible Bidder," requiring "Bidder's Security," and implementing "Protest Procedures."

Suspending Public Contract Bidding Requirements

This Emergency Measure allows for a temporary suspension of the competitive bidding process associated with public works contracts. Under the State's Public Contract Code, such a temporary suspension is permitted during a State of Emergency. Basically, this authorizes the City Manager/Emergency Services Director to cause the repair or replacement of any public facility directly related to the COVID-19 Virus Pandemic Emergency, which requires immediate action without having to give notice for bids to let contracts as otherwise required under the Public Contract Code.

Obtaining Vital Supplies, Equipment and Property

This Emergency Measure authorizes the City Manager/Emergency Services Director or designee, for the duration of the Local State Emergency, to obtain vital supplies, equipment and property identified as lacking and necessary for the protection of life and property and to bind the City for the fair value thereof.

Application & Acceptance of State & Federal Emergency Aid

FEMA has announced that certain emergency protective measures taken by cities to respond to the COVID-19 emergency may be eligible for reimbursement. In addition, there may also be some emergency funding made available by the Health and Human Services or the Centers for Disease Control and Prevention for certain emergency protective measures, the City may implement. Such funding may be made available for costs associated with management, control and reduction of immediate threats to public health and safety, such as Emergency Operation Center costs, training specific to the

declared event and disinfection of eligible public facilities, medical facility services and supplies, temporary medical facilities and/or enhanced medical/hospital capacity, use of specialized medical equipment, medical waste disposal, emergency medical transport, medical sheltering, etc. Moreover, it is expected that under the California Disaster Assistance Act, the State may be providing financial assistance for local costs such as, but not limited to, personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities; matching fund assistance for cost sharing required under federal disaster assistance programs; and indirect administrative costs and any other assistance deemed necessary by the Director of the Office of Emergency Services.

Moratorium on Late Fees Related to the Nonpayment of Rent

This Emergency Measure prevents a landlord from evicting a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19. In addition, a landlord may not charge or collect any interest or any late fee for rent that is delayed due to the nonpayment of rent caused by the COVID-19 Pandemic. This shall not, however, relieve a tenant of liability for the unpaid rent, and no other legal remedies available to the landlord are affected by this Emergency Measure. This Emergency Measure also does not prevent a landlord from evicting a tenant who failed to pay rent when due prior to the Governor's Proclamation of a State of Emergency on March 4, 2020 or for any other lease violation not related or caused by the COVID-19 Pandemic.

Granting Qualified Immunity to Medical Professionals and Veterinarians

This Emergency Measure authorizes the City Manager/Emergency Services Director, for the duration of the Local State of Emergency, to request, expressly or impliedly, the services of certain medical professionals and facilities for purposes related to the Local State of Emergency. This applies to the services provided by any physician or surgeon (whether licensed in California or any other state), hospital, pharmacist, respiratory care practitioner, nurse, or dentist for purposes related to the COVID-19. Pursuant to the California Emergency Services Act, any physician or surgeon (whether licensed in California or any other state), hospital, pharmacist, respiratory care practitioner, nurse, or dentist who renders services during the Local State of Emergency at the express or implied request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council shall have no liability for any injury sustained by any person by reason of such services, regardless of how or under what circumstances or by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission.

This Emergency Measure also applies to any veterinarian or registered veterinary technician who renders services during the Local State of Emergency at the express or implied request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council. They too shall have no liability for any injury sustained by any animal by reason of those services, regardless of how or under what circumstances or

by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission.

Providing For Expanded Restaurant Outdoor Seating

This Resolution continues to authorize the City Manager or designee to maintain the streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing restaurants within the City to expand outdoor seating capacity on private property in order to implement proper social distancing measures. In association with this plan to facilitate operations for existing City restaurant businesses, staff has developed a checklist that provides applicants with a clear and simple understanding of the associated requirements. An over-the-counter approval process has also been made available.

Providing For Temporary Outdoor Business Operations

This Resolution also continues to authorize the City Manager to maintain the streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing businesses to conduct outdoor operations within the City on private property in order to implement proper social distancing measures in accordance with applicable State guidelines. In association with this plan to facilitate operations for existing City businesses, staff developed a checklist that provides applicants a clear and simple understanding of the associated requirements. An over-the-counter approval process is also available.

Continuing the Declaration of a Fiscal Emergency

It is difficult to predict with certainty the ultimate reduction in General Fund revenues caused by the COVID-19 Pandemic but the impact has been and likely will continue to be significant. Although the City has taken immediate actions to balance the budget for the best case scenario of a \$9.9 million shortfall in FY 2020/21, due to the ongoing impacts of the Governor's Executive Orders and the potential for additional State takeaways from local government in future State budget revisions or other actions, along with not receiving any financial support from either the State or the Federal Government, this situation may continue to create a severe economic crisis at the federal, state and local levels.

Continuing the Declaration of a Fiscal Emergency as a result of COVID-19 provides, in part, for the City Manager/Emergency Services Director to investigate and recommend further actions to mitigate the fiscal impact to the City's 2020/21 and 2021/22 Fiscal Year Budgets, including such measures relating to personnel costs, operations, reduction in service levels, or other measures deemed necessary and reasonable to minimize the accelerated and significant reduction to the General Fund budget and reserves.

The decision to declare a Fiscal Emergency was not made lightly. The City's immediate and significant loss of revenue due to COVID-19 is unprecedented and represents a

sudden change of circumstances beyond the City's control and will ultimately draw down its General Fund reserves beyond a traditionally recommended level. Unlike the Great Recession of 2008-2011, where the City had an opportunity to implement cost saving measures over a longer period of time, the COVID-19 Local State of Emergency is immediate, severe and is highly likely going to extend through the next few fiscal years.

ALTERNATIVES

1. Adopt the recommended actions set forth within the staff report. This would allow the City Manager/Emergency Services Director to respond in a timely manner in time sensitive situations where delays may frustrate or impede the City's emergency efforts to abate or mitigate the spread and transmission of COVID-19.
2. Reject the recommended actions set forth within the staff report, which would impact the City's ability to respond in a timely manner in time sensitive situations where delays may frustrate or impede on the City's emergency efforts to abate or mitigate the spread and transmission of COVID-19 in a timely manner.

FISCAL IMPACT

See above discussion regarding Resolution Declaring Fiscal Emergency.

PREPARATION OF STAFF REPORT

Prepared By:
 Brian Mohan
 Acting Assistant City Manager/Chief Financial Officer

Department Head Approval:
 Mike Lee
 City Manager

Concurred By:
 Steve Quintanilla
 Interim City Attorney

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. Pandemic Resolution No. 2021-XX 05.04.21

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/26/21 12:37 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 9:54 AM

RESOLUTION NO. 2021-____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORENO VALLEY, CALIFORNIA,
EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY
MEASURES RELATED TO THE LOCAL, STATE AND NATIONAL DECLARATIONS
OF A STATE OF EMERGENCY RELATED TO THE COVID-19 PANDEMIC
AND EXTENDING THE DECLARATION OF A FISCAL EMERGENCY**

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency; and

WHEREAS, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

WHEREAS, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, by recommending placing restrictions on gatherings of people and minimum social distancing of six feet; and

WHEREAS, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

WHEREAS, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at

<https://www.cisa.gov/critical-infrastructure-sectors>; and

WHEREAS, on March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Pandemic, which prompted the Disaster Council to convene; and

WHEREAS, the Disaster Council consists of the Mayor, City Manager/Director of Emergency Services and the Fire Chief; and

WHEREAS, the Disaster Council's purpose is to develop and recommend for adoption by the City Council emergency plans, mutual aid plans, agreements, ordinances, resolutions and any necessary rules and regulations to implement the aforementioned; and

WHEREAS, since the commencement of the Local State of Emergency, the City Council adopted various temporary emergency measures related to the Local State of Emergency; and

WHEREAS, each of the temporary emergency measures were set to terminate at such time that the Governor's State of Emergency is terminated by a subsequent proclamation of the Governor or a concurrent resolution of the State Legislature, unless the emergency measures are terminated earlier by the City Council, but notwithstanding the foregoing, and in order to prevent inconsistencies, the Disaster Council or the City Council may suspend the effectiveness of any of the emergency measures in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes any given emergency measure; and

WHEREAS, notwithstanding the above, under the California Emergency Services Act, the City Council must review the need for continuing the existence of the Local State of Emergency at least once every 60 days until the City Council terminates the Local State of Emergency, and pursuant to the California Emergency Services Act, the City Council must terminate the Local State of Emergency at the earliest possible day that the conditions warrant; and

WHEREAS, the Disaster Council has determined there remains a need to continue (extend) the City Council's declaration of the existence of a Local State of Emergency due to the COVID-19 Virus Pandemic, which continues to endanger the health and welfare of the residents and visitors of the City of Moreno Valley, as reflected in the guidance and related findings published by Riverside County Public Health Officer, the Governor's Office, the California Department of Public Health, the Centers of Disease Control and Prevention and the World Health Organization; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-41 extending certain g emergency

measures, as described in their respective adopting resolutions, until such time that the Governor's State of Emergency is lifted either by the Governor or a joint resolution of the State Legislature, unless terminated earlier by the City Council, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-42, an emergency measure authorizing the City Manager/Emergency Director to set forth a streamlined Temporary Use Permit Process and fee waiver to temporarily allow existing restaurants to expand outdoor seating capacity in order to provide social distancing measures during the COVID-19 Pandemic; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-43, unanimously determining and declaring the existence of a Fiscal Emergency within the City of Moreno Valley for the purpose of providing the City with the rights and authorities granted to the City Council, without limitation, under Article XIII C, section 2(b) of the California Constitution and Government Code section 3504.5, to ensure that the City has the resources and opportunities available to it that are necessary to preserve and protect public health, safety and welfare for the benefit of the City's residents, business owners, and visiting public; and

WHEREAS, on September 1, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-61, an emergency measure authorizing the City Manager/Emergency Director to set forth a streamlined Temporary Use Permit Process and fee waiver to temporarily allow existing business operations to conduct outdoor use on private property in order to implement social distancing measures during the COVID-19 Pandemic; and

WHEREAS in light of the foregoing, the Disaster Council recommends that the City Council adopt the another Resolution that extends the existence of a Local State of Emergency due to the COVID-19 Pandemic and extends certain emergency measures, and affirms the need to maintain the state of a Fiscal Emergency, previously adopted by the City Council pursuant to the findings set forth in the recitals contained and set forth in the resolutions adopting said emergency measures.

WHEREAS, the County of Riverside now aligns itself with the State's Orders as they now exist or may be issued or amended in the future.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY HERBY FINDS, ORDERS AND RESOLVES:

1. THAT the following Emergency Measures shall be extended and remain in full force and effect, as set forth below and described in their respective adopting resolutions, until such time that the Governor's State of Emergency is lifted either by the Governor or a joint resolution of the State

Legislature, unless terminated earlier by the City Council, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant

- a. Declaration of the Existence of a Local State of Emergency due to the COVID-19 Pandemic;
- b. Approval of the Pandemic Influenza Preparedness Plan;
- c. Ratification, Adoption and Approval the Amended Closure Plan Regarding its Termination Date;
- d. Directing the City Disaster Council and/or City Manager/Emergency Services Director to Seek, Apply for and Accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor's Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
- e. Authorizing the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- f. Waiving the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- g. Authorizing the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of the Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- h. Authorizing the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for those Purposes, Without Giving Notice for Bids to Let Contracts;
- i. Granting Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City's Local State of Emergency at the Express or Implied Request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council;
- j. Imposing a Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19;
- k. Maintaining Provisions to Permit Expanded Outdoor Dining for Local Restaurants and Streamlining the Temporary Use Permit (TUP) Process and Instituting a Fee Waiver to Temporarily Allow Existing Restaurants to Expand Outdoor Seating Capacity on Private Property in Order to Implement Proper Social Distancing Measures;

- l. Authorizing the Operation of the State of California's Great Plates Delivered Program, Locally Known as Senior Eats, Reimbursing Local Restaurants for the Delivery of Hot Meals to Seniors;
 - m. Maintaining Provisions to Permit Temporary Outdoor Business Operations and Streamlining the Temporary Use Permit (TUP) process and Instituting a Fee Waiver to Temporarily Allow Existing Businesses to Conduct Outdoor Business Operations on Private Property in Order to Implement Proper Social Distancing Measures; and
 - n. Reaffirming the Declaration of a Fiscal Emergency.
2. THAT the economic downturn due to the impact of COVID-19 continues to create an unforeseen situation that poses a threat to the public health, safety and welfare which continues the need for immediate action since there continues to be substantial uncertainty as to whether the City's revenues in the next two years will be sufficient to cover the expenditures necessary to provide a service level consistent with public health and safety demands and expectations of the residents and businesses of the City of Moreno Valley, for the reasons set forth in Resolution No. 2020 - 43; and
3. THAT in light of the foregoing and the fact that the City's need for additional revenue is immediate and will likely continue for the remainder of this Fiscal Year 2020 and well into Fiscal Year 2021, the extension of the Declaration of Fiscal Emergency is necessary to ensure the City has the resources and opportunities necessary to preserve and protect public health, safety and welfare; and
4. THAT the City Council has determined that the purpose of adopting and implementing the above Emergency Measures to mitigate and/or abate the transmission of COVID-19, is to prevent harm to those who may violate any of the aforementioned Emergency Measures since any such violations may result in exposure to the COVID-19 which may lead to illness and death to the violator and those in the presence of the violator since there is no effective cure available; and
5. THAT the City Council has determined that the purpose of adopting and implementing and extending the aforementioned Emergency Measures, including extending the declaration of Fiscal Emergency, is to mitigate and/or abate the spread and transmission of COVID-19.; and
6. THAT a violation of any of the aforementioned Emergency Measures by any member of the public shall be subject to any and all other remedies, civil, equitable or criminal, afforded to the City under any City, County, State and Federal laws or regulations; and
7. THAT any section, subdivision, subsection, sentence, clause, or phrase in this Resolution or its application to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provision contained therein to other persons or circumstances, shall not be affected thereby; and

- 8. THAT the City Council hereby declares that it would have adopted this Resolution and each section, subdivision, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subdivisions, subsections, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be held invalid; and
- 9. THAT notwithstanding the foregoing, and in order to prevent inconsistencies, the City Council, Disaster Council or City Manager/Emergency Services Director may suspend the effectiveness of this Resolution in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes this Resolution.

APPROVED AND ADOPTED this 4th day of May, 2021

Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

City Clerk

Interim City Attorney

Resolution No. 2021-
Date Adopted: May 4, 2021

Attachment: Pandemic Resolution No. 2021-XX 05.04.21 (4354 : COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF



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: Brian Mohan, Acting Assistant City Manager

AGENDA DATE: May 4, 2021

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR
 AGREEMENT FOR LANDSCAPE MAINTENANCE
 SERVICES (LANDSCAPE DISTRICTS - SOUTH) (CITY
 COUNCIL AND CSD BOARD), WHICH IS FUNDED BY
 PARCEL CHARGES (AGMT. NO. 2021-__)

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for On-Site and/or Professional Services for Landscape Districts – South (“Agreement”) with Greentech Landscape, Inc., 13560 Telegraph Rd. Whittier, CA 90605, and waive any and all minor irregularities, to provide landscape and irrigation maintenance services for certain landscape maintenance districts for a period of five years at a total not-to-exceed amount of \$4,555,050.
2. Authorize the City Manager to execute the Agreement with Greentech Landscape, Inc. and authorize the Acting Assistant City Manager/Chief Financial Officer 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 Greentech Landscape, Inc. (the “Contractor”). The Agreement is for a five-year term for landscape and irrigation maintenance services and is subject to an annual inflationary adjustment.

Funding for the landscape maintenance services is provided through a parcel charge collected as part of the annual property tax bill. The parcel charge is only applied to those properties receiving benefit from the public landscaping and where such property owners have previously approved the charge.

DISCUSSION

The City established landscape maintenance districts to provide the financial resources to maintain public landscaping in parkways, medians, and open space areas for designated developments throughout the community. Property owners within a landscape maintenance district pay a parcel charge as part of their annual property tax bill. Revenue received from the parcel charge funds the cost to provide the landscape maintenance services. The funds received from the parcel charge are restricted and can only be used for landscape maintenance services and only in the area for which they are collected.

The frequency of landscape maintenance service provided is based on each zone's financial resources. At the time the City accepts an area's public landscaping for maintenance, the parcel charge is set at a rate sufficient to fund the City's standard frequency of service, Level 1 (4-week rotation). For those areas where costs to maintain the landscaping have increased and the property owners have not approved an increase in the parcel charge, the frequency of service has been reduced to a level consistent with available funding.

Based on the pricing provided in the Contractor's proposal and the projected parcel charge revenue for the landscape areas included in this Agreement, there is sufficient funding to continue providing the same frequency of service as the areas are receiving in fiscal year (FY) 2020/21. The landscaped medians in Zone 04 will receive an increase in the frequency of service from Level 5 (20-week rotation) to Level 3 (12-week rotation). The table in the Fiscal Impact section identifies each of the landscape areas included in this Agreement and proposed service level for FY 2021/22. The areas are generally located south of Cactus Ave., east of Kitching St. and are represented in the maps included in Exhibit A of the Agreement (Attachment 1).

Maintenance of the public landscaping is 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 January 28, 2021, an RFP for landscape maintenance services was issued using the City's electronic bid and vendor management system (Planetbids). One hundred sixty-two (162) vendors were notified of the RFP, with ten attending the optional pre-submittal meeting held via Zoom. Seven responses were received before the RFP due date of 2:00 p.m. on February 25, 2021.

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

Staff recommends 1) awarding the Agreement to Greentech Landscape, Inc., waiving any and all minor irregularities, 2) authorizing the City Manager to execute the Agreement, and 3) authorizing the Acting Assistant City Manager/Chief Financial Officer 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 Acting Assistant City Manager/Chief Financial Officer 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 Landscape Maintenance Services with Greentech Landscape, Inc. and related recommended actions as presented in this staff report. *Staff recommends this alternative to provide uninterrupted maintenance of the public landscaping.*
2. Do not approve the Agreement. *Staff does not recommend this alternative as it may cause an interruption in the maintenance of the public landscaping. Additional costs may be incurred to obtain another landscape maintenance 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 may cause an interruption in the maintenance of the referenced public landscaping.*

FISCAL IMPACT

Maintenance costs to provide public landscape maintenance services is funded through a property owner approved parcel charge, which is levied on the property tax bills. Revenue from the parcel charge can only be used for landscape maintenance services

and administrative costs associated with the landscape maintenance. Costs for these services are included in the City's FY 2021/22 proposed Operating Budget and are allocated in the amounts as shown in the following table.

FY 2021/22 Landscape Maintenance Service Schedule									
Account Number/ Project	Service Area	Maintenance Area	Base Work ¹			Annual Cost	Additional Work ²	Total	
			Service Level ¹	Sq. Ft. (est.)	Monthly Cost				
5013-30-79-25705-620910 SD ZN E-ZONE E8-Operations	Zone E-8	Planter	Level 1	48,500	\$ 1,250.00	\$ 62,340.00	\$ 32,360.00	\$ 94,700.00	
		Oliver Street Channel	Channel ⁴	245,250	\$ 1,525.00				
		Line F East Channel	Channel ⁴	378,656	\$ 2,340.00				
		Line F East Planter ³	Level 1	1,568	\$ 80.00				
5014-30-79-25721-620910 SD LMD-ZONE 03-Operations	Zone 03	Planter	Level 1	652,657	\$ 4,800.00	\$ 142,800.00	\$ 192,200.00	\$ 335,000.00	
		Turf	1 Time per Week	214,286	\$ 7,100.00				
5014-30-79-25721-620910 SD LMD-ZONE 03A-Operations	Zone 03A	Planter	Level 3	53,774	\$ 650.00	\$ 7,800.00	\$ 11,800.00	\$ 19,600.00	
5014-30-79-25721-620910 SD LMD-ZONE 04-Operations	Zone 04	Planter	Level 5	579,516	\$ 1,550.00	\$ 74,220.00	\$ 48,980.00	\$ 123,200.00	
		Median	Level 3	87,232	\$ 775.00				
		Turf	1 Time Every 2 Weeks	313,656	\$ 3,860.00				
5014-30-79-25721-620910 SD LMD-ZONE 05-Operations	Zone 05	Planter	Level 1	98,392	\$ 1,450.00	\$ 17,400.00	\$ 30,050.00	\$ 47,450.00	
5014-30-79-25721-620910 SD LMD-ZONE 06-Operations	Zone 06	Planter	Level 1	164,937	\$ 2,880.00	\$ 38,460.00	\$ 40,040.00	\$ 78,500.00	
		Turf	1 Time per Week	13,627	\$ 325.00				
5014-30-79-25721-620910 SD LMD-ZONE 07-Operations	Zone 07	Planter	Level 1	44,591	\$ 1,150.00	\$ 27,300.00	\$ 23,400.00	\$ 50,700.00	
		Line F West Channel	Channel ⁴	180,563	\$ 1,125.00				
5014-30-79-80006-620920 806 SD-Zone 03-04	Zone 03 CIP ⁵						\$ 75,000.00	\$ 75,000.00	
Totals						\$ 30,860.00	\$ 370,320.00	\$ 453,830.00	\$ 824,150.00

1 Base Work is routine maintenance at a regular frequency (i.e. service level). Level 1 = 4 week rotation; Level 3 = 12 week rotation; Level 5 = 20 week rotation. See Exhibit E, Frequency of Services Table for additional information.
2 Additional Work is for unanticipated/emergency work and reinvestments. The amounts are based on an area's financial resources to support work beyond routine maintenance, may vary in any given year and are contingent upon budget approvals.
3 Parkway Planter located adjacent to Line F East.
4 Channel Frequency of Services dictated by Habitat Agreements. See Agreement, Exhibit A, Section 6 (Channel and Habitat Care) and Exhibit E, Frequency of Services Table for additional information.
5 Capital Improvement Projects

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 not-to-exceed amount of the five-year Agreement (including an estimate for annual CPI adjustments).

Landscape Districts - South						
	FY 2020/21 Year 1 Proposed	FY 2022/23 Year 2 Estimate ³	FY 2023/24 Year 3 Estimate ³	FY 2024/25 Year 4 Estimate ³	FY 2025/26 Year 5 Estimate ³	Projected Not-to-Exceed
Base ¹	\$ 370,320.00	\$ 388,900.00	\$ 408,400.00	\$ 428,900.00	\$ 450,400.00	\$ 4,555,050.00
Additional Work ²	\$ 453,830.00	\$ 476,600.00	\$ 500,500.00	\$ 525,600.00	\$ 551,600.00	
Total	\$ 824,150.00	\$ 865,500.00	\$ 908,900.00	\$ 954,500.00	\$ 1,002,000.00	

¹Base Work is for routine landscape and irrigation maintenance.
²Additional Work is for reinvestments (e.g. replants), unanticipated/emergency repairs, parts and labor. Additional work amounts are estimated and may fluctuate in any given year based on the area's ability to support the services. Pricing is based on pricing terms of the Agreement (Exhibit C).
³Estimates based on information known at the time the NTE was calculated. Actual amounts may vary depending on the addition/removal of service areas, an area's financial resources, and City Council program and budget approvals. The purchase order will be based on actual amounts authorized.

NOTIFICATION

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

Press-Enterprise on January 30 and 31, 2021. PlanetBids notified 162 vendors and identified 37 interested parties.

PREPARATION OF STAFF REPORT

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Brian Mohan
Acting City Manager

Concurred By:
Candace E. Cassel
Special Districts Division Manager

Concurred By:
Angelic Davis
Purchasing & Sustainability Division Manager

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 - Greentech Landscape, Inc.

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/25/21 12:21 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 9:38 AM

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 Greentech Landscape, Inc., with its principal place of business at 13560 Telegraph Rd., Whittier, CA 90605, 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 landscape maintenance services 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 landscape maintenance services contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the landscape maintenance 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:	Greentech Landscape, Inc.
Address:	13560 Telegraph Rd.,
City, State, Zip:	Whittier, CA 90605
Business Phone:	800-420-1962
Business License Number:	
Federal Tax I.D. Number:	26-3419736

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, 2026 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: Gus Marquez.

- 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 Gus Marquez, 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:

Greentech Landscape, Inc.
13560 Telegraph Rd. Whittier, CA 90605
Attn: Gus Marquez, President

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Special Districts 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

Greentech Landscape, 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

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

EXHIBIT A – SCOPE OF WORK

LANDSCAPE MAINTENANCE

1. GENERAL PROVISIONS

- A. The work to be performed under this agreement shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape, irrigation and appurtenant maintenance services within the boundaries of the various City landscape maintenance districts, zones, or City responsible landscape areas as determined in the resolutions or agreements of the City Council and/or Community Services District Board establishing said landscape maintenance, zones, or City responsible landscape areas and as said boundaries may have been heretofore or may be hereafter amended, and as more particularly shown on the Location Map or Maps included herein and as may be amended during the term of this Agreement.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this agreement; provide general pest control services as requested, including but not limited to weeds, insects, vertebrate pests, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning; complete and submit required reporting forms as provided herein or as may be added from time to time; and submit invoices in a timely manner and in detail by and for each landscape area to include specific reference to WQB ID, Median ID, Tract ID, LMD zone or CFD area for which work was completed.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Public Works Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in the work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this agreement, nor shall the City be held liable for any loss sustained by the Contractor for any variance between conditions as referred to herein and the actual conditions revealed during the examination of the locations of the proposed work.

- E. All work shall be performed in accordance with the provisions of this agreement and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the City.
- F. Failure to adhere to comply with any provisions included herein may result in the assessment of non-performance penalties per Exhibit C.
- G. All equipment used in the performance of work under this agreement shall be compliant with the current regulations of the California Air Resources Board.

2. TURF CARE

- A. All turf areas shall be mowed, edged, and trimmed per the Frequency of Services Table, as set forth in Exhibit E, Schedule II. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.
- B. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the City.
- C. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
- D. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
- E. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (5%) chlorine bleach, and water solution prior to move-in to any other site.
- F. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
- G. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
- H. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

- I. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished with use of string trimmers.
- J. Whenever trees occur in turf areas, a six-inch (6") ring of grass shall be removed from around the trunks to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
- K. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
- L. Fertilization. See Fertilizer Use.
- M. Pest Control. See Pesticide Use.
- N. Aeration. All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise directed by the Director.
 - 1. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines; Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration.
 - 2. Any soil cores remaining on the turf surface two (2) week after treatment must be removed.
 - 3. Humus base fertilizer is to be applied directly following spring and fall aeration operations.
 - 4. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C.

3. TREE CARE

- A. All trees are to 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. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees greater than eighteen feet (18') in height is to be considered Additional Work, per Exhibit C.
- D. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public

safety and tree survival. All tree 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.

- E. Trees shall be pruned 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.

- F. Portions of 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.

- G. Portions of trees over eighteen feet (18') in height shall:
 1. Be inspected annually.
 2. Pruned and/or trimmed as necessary to maintain proper site orientation.
 3. Be pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 4. Be pruned and/or trimmed as necessary to correct any condition, which the Director has deemed to be hazardous.
 5. Pruned to remove any impediment to the proper conveyance of nuisance and/or storm water flows through a water quality facility.

- H. 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 cuts on any tree known to be diseased.

- I. The following practices shall not be allowed:
 1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping").
 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 3. Use of pruning paint/pruning compound/wound dressing.
 4. Use of climbing spurs or gaffs.

- J. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
- K. 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.
- L. 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.
- M. After the stump grinding is complete, the area shall be backfilled with the grindings 2" above level.
- N. Pest Control. See Pesticide Use.

4. SHRUB CARE

- A. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- B. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- C. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- D. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise directed by the Director, to:
 1. Remove dead, diseased, or damaged branches.
 2. Remove unwanted encroachments into public and/or utility rights-of-way.
 3. Correct any condition which the Director has deemed to be hazardous.
- E. Shrubs shall be pruned in a manner that will:
 1. Enable successful adaptation to their particular site situation.
 2. Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise.
- F. Pruning tools must:
 1. Be kept properly sharpened, and in proper working order.

2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
- G. The following practices are not allowed:
1. Internodal cuts (e.g. "stubbing", "tipping", "topping"). Shearing (e.g. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 3. Use of pruning paint/pruning compound/wound dressing.
- H. Fertilization. See Fertilizer Use.
- I. Pest Control. See Pesticide Use.

5. GROUND COVER CARE

- A. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
- B. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').
- C. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise directed by the Director to:
1. Remove dead, diseased, or damaged branches/crowns.
 2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments).
 3. Remove any impediment to the proper conveyance of nuisance and/or storm water flows through a water quality facility.
 4. Correct any condition which the Director has deemed to be hazardous.
- D. Ground covers shall be pruned/trimmed/renovated:
1. To enable successful adaptation to their particular site situation,
 2. In accordance with accepted practices for the particular species in question.
- E. Pruning tools shall:
1. Be kept properly sharpened, and in proper working order.
 2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing operations at any site.

F. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

G. Fertilization. See Fertilizer Use.

H. Pest Control. See Pesticide Use.

6. CHANNEL AND HABITAT CARE

The channel thinning zones will be subject to long-term management practices for flood control work. The channel-thinning zones are comprised of the two 40-foot-wide thinning zones. Beyond the 40-foot channel-thinning zones, removal of native vegetation shall be allowed only to assure proper operation of slope buffer area irrigation systems, to perform permitted fire protection activities, and to eliminate any hazardous condition for public safety.

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 Game Code sections 3503, 3503.5, and 3513.

A. Vegetative Thinning

1. When vegetation and removal is deemed necessary by the City, and regulatory permits are in place to provide for adequate flood protection, the City shall determine if the work shall be accomplished by hand crews, mechanical equipment, or a combination of available resources. In reaching this determination, careful consideration shall be given to the mutual goal of minimizing negative impacts throughout the mitigation site and continuing to allow the drainage to function as a flood control channel designed to support 100-year flood flows.
2. The channel thinning zones will be maintained annually by mowing or removing vegetation above the existing soil level not to exceed two feet (24-inches) in height so that all channels will support 100-year flood flows.
3. For maintenance of channel the Contractor may use:
 - a. Four-wheel-drive all-terrain vehicle (ATV) type maintenance vehicles to haul personnel, equipment, trash, trimmings, weeds, and debris.
 - b. A 30-40 horsepower utility tractor with bucket and mower for mowing channel bottoms.
 - c. A skip-loader and/or backhoe as required to effect irrigation mainline repairs in areas accessible to this type of equipment.

B. Timing of Vegetative Thinning

1. The Contractor will perform maintenance services within the 40-foot wide thinning zones pursuant to existing City policies, guidelines, and

regulations, and required regulatory permits, including but not limited to National Pollutant Discharge Elimination System (NPDES) permits, and community obligations to maintain flood carrying capacity within all channels, as required under FEMA's LOMR, dated September 27, 2004, and required regulatory permits. The contractor shall conduct the annual vegetative thinning program within the 40-foot wide thinning zones, outside the bird nesting season and consistent with the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA). If annual vegetative thinning must occur during the nesting season, this activity will be authorized if the vegetation to be thinned represents a threat to public safety and/or biological surveys confirming the absence of nesting birds occurs at this time as well.

C. Pesticide Use and Weeding

1. Use of herbicides, pesticides, rodenticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities shall be limited pursuant to existing City policies and guidelines, and/or as described herein.
2. The Contractor will conduct weed abatement on a quarterly basis including, but not limited to, the exotic plant species listed herein. Weeds shall be removed by hand, including the root, or controlled with an appropriate herbicide as determined by a licensed Pest Control Advisor (PCA). The use of herbicides for weed control within the channel shall be used for species such as Bermuda grass (*Cynodon dactylon*), giant reed (*Arundo donax*), bindweed (*Convolvulus arvensis*), and salt cedar (*Tamarix sp.*). Only pesticides approved for use within stream courses shall be authorized for use within all channel areas.
3. All weeds shall be removed from the mitigation site and/or controlled at all times.
4. Weeds are defined as "any plant species whose presence on a site is detrimental to the appearance of the site and the normal, healthy growth of plant materials intended for the site." All plants that constitute a public health or safety hazard shall also be considered weeds. Examples of weeds to be controlled include, but are not limited to:
 - d. Arundo/giant reed (*Arundo donax*);
 - e. Artichoke thistle/cardoon (*Cynara cardunculus*);
 - f. Australian saltbush (*Atriplex semibaccata*);
 - g. Bermuda grass (*Cynodon dactylon*);
 - h. Biennial mustard (*Hirschfeldia incana*);
 - i. Black mustard (*Brassica nigra*);
 - j. Broom species (*Cytisus spp.*);
 - k. Bull thistle (*Cirsium vulgare*);

- l. Canary Island date palm (*Phoenix canariensis*);
- m. Castor bean (*Ricinis communis*);
- n. Cootamundra wattle (*Acacia baileyana*);
- o. Fennel (*Foeniculum vulgare*);
- p. Filaree/Storksbill (*Erodium* spp.);
- q. Foxtail chess (*Bromus madritensis*);
- r. Hottentot fig (*Carpobrotus edulis*);
- s. Italian ryegrass (*Lolium multiflorum*);
- t. Italian thistle (*Carduus pycnocephalus*);
- u. Ivy (*Hedera* spp.);
- v. Japanese honeysuckle (*Lonicera japonica*);
- w. Kikuyu grass (*Pennisetum clandestinum*);
- x. Pampas grass (*Cortaderia jubata*; *C. selloana*);
- y. Periwinkle (*Vinca major*);
- z. Peruvian pepper tree (*Schinus molle*);
- aa. Rabbitsfoot grass (*Polypogon monspeliensis*);
- bb. Red valerian (*Centranthus ruber*);
- cc. Ripgut brome (*Bromus diandrus*);
- dd. Russian thistle (*Salsola tragus*);
- ee. Slender oats (*Avena barbata*);
- ff. Soft chess (*Bromus hordeaceus*);
- gg. Tamarisk (*Tamarix ramosissima*, *T. parviflora*);
- hh. Tree tobacco (*Nicotiana glauca*);
- ii. Umbrella sedge (*Cyperus involucratus*);
- jj. Water bent grass (*Agrostis viridis*); and
- kk. Wild oat (*Avena fatua*).

D. Trash and Debris Removal

1. The mitigation site shall be kept free of trash and debris in perpetuity. Trash and debris removal shall occur in accordance with the Frequency of Services schedule (Exhibit E, Schedule II). If trash and debris removal is required during the bird-nesting season, this will be allowed pursuant to required regulatory permits, and/or in order to protect public safety. Care will be taken so that trash removal activities minimize or avoid impacts to existing native plants.

E. Access to Channel

1. Channel access may be attained via the access road adjacent to the Pedestrian Bridge at the western end of the channel or through the three gates located along Hastings Drive on the northern side of the channel. Pedestrian access shall be authorized for all maintenance or authorized personnel. Care shall be taken to avoid impacts to existing vegetation outside the channel-thinning zones.

F. Mulefat Scrub Area

1. Existing Mulefat Scrub areas must be left undisturbed.

7. OPEN SPACE AREA (PASEO) CARE

- A. All open space (paseo) areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.
- B. Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.
- C. Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.
- D. A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.
- E. Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.
- F. Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.
- G. All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.
- H. All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.

- I. All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.
- J. Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plants, as determined by Director.

8. WATER QUALITY BASIN BOTTOM & FOREBAY / OUTLET STRUCTURE / SAND BED MAINTENANCE

A. Basin Bottom Vegetation

1. Water Quality Basin bottom vegetation shall be mowed / trimmed to a height of twelve inches (12") at least one (1) time annually, or as needed to ensure that the facilities function per design intent, per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this section and/or as directed by the Director. Annual mowing / trimming operations shall be initiated no earlier than August 15, and concluded no later than October 1.
2. Machinery / equipment selected to perform mowing / trimming operations shall be operated in a manner that does not: damage or alter basin bottom or basin slope topography, or; damage or render inoperable basin bottom or slope irrigation systems. Any damage to, or alteration of basin bottom or slope topography, or damage of basin bottom or slope irrigation systems resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at Contractor's sole expense.
3. Debris generated by mowing / trimming operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner

B. Concrete and/or Earthen Forebays and Outlet Structures

1. Concrete / earthen forebays and outlet structures shall be cleaned of debris and vegetation at least two (2) times annually, or as needed to ensure that they function per design intent. Scheduled cleanout operations shall be conducted in the spring and fall of the year, no later than May 31 and October 1, respectively per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this section and/or as directed by the Director.
2. Machinery / equipment selected to perform cleanout operations shall be operated in a manner that does not alter or damage channel surfaces. Any damage to, or alteration of, channel surfaces resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at Contractor's sole expense.
3. Debris generated by channel cleanout operations shall be immediately removed from the sites, and disposed of and/or recycled in a legal manner.

C. Sand Bed

1. Inspect semi-annually for standing water, sediment, trash, and debris; remove accumulated trash and debris from the sand bed, as necessary.
2. Scarify (rake) the top of sand bed to a depth of three (3) inches semi-annually.
3. When the Director determines that the sand bed does not drain within seventy-two (72) hours, Contractor shall remove the top three (3) inches of sand and replace with new sand to return the sand layer to the original depth.
4. When the Director determines that scarification or removal of the top three (3) inches of sand layer is no longer effective, Contractor shall remove and replace the entire sand filter layer.
5. Debris generated by sand bed maintenance operations, including but not limited to those described above, shall be immediately removed from the sites, and disposed of in a legal manner.

9. WEED CONTROL

- A. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
- B. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, Schedule II unless otherwise stated herein and/or as directed by the Director.
- C. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
- D. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
- E. Chemical Weed Control. See Use of Chemicals.

10. IRRIGATION

- A. Irrigation shall be maintained and tested per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise stated herein and/or as directed by the Director.

- B. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
- C. It shall be the Contractor's duty to maintain all City irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by City field staff.
- D. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
- E. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C.
- F. The Contractor shall furnish, at no cost to the City, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
- G. Manually operated irrigation systems shall:
 - 1. Be operated only when Contractor's personnel are present on site.
 - 2. Be turned off during periods of rainfall or as directed by City field staff.
 - 3. Be inspected for, and repaired as necessary to ensure proper operation and coverage not less than at each time of operation.
 - 4. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- H. Automatic irrigation systems shall:
 - 1. Be inspected for and repaired as necessary to ensure properly operation and coverage.
 - 2. Be turned off during periods of rainfall or as directed by City field staff.
 - 3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- I. Parts/components used to effect irrigation system repairs shall be of the same manufacturer as those originally installed unless otherwise approved by the Director prior to repair operations.

11. DEBRIS AND LITTER

- A. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise stated herein and/or as directed by the Director.
- B. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this agreement, all debris generated by his or her performance of the work.
- C. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/ windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.
- D. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- E. The Contractor shall dispose of all debris and litter off-site and in a legal manner.
- F. 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.

12. FERTILIZER USE

- A. General.
 - 1. Fertilizer shall be used per the Frequency of Service Table, as set forth in Exhibit E, Schedule II, unless otherwise stated herein and/or as directed by the Director.
 - 2. At the discretion and request of the Director, additional applications may be provided at the pricing terms listed in the Additional Work section of Exhibit E, Scheduled II.
 - 3. Any granular fertilizer material deposited on adjacent hardscaping, including but not limited to sidewalks, gutters, pavement, concrete forebays, utility vaults, or the sand bed, shall be collected immediately and redistributed evenly across the targeted area or removed from the site and

disposed of in a legal manner. In no circumstance shall fertilizer material be allowed to enter the site's storm drain system.

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Written notification to Director must be provided five (5) working days prior to fertilizer application.
6. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said agreement and per Exhibit E, Schedule II. Any changes to said list shall be reported per Exhibit E, Schedule II.
7. Contractor shall comply with any federal, state, or local reporting requirements.

B. Turf Fertilization

1. A humus base fertilizer shall be applied to turf areas.
2. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I – Turf Fertilization			Rates per 1,000 sq. ft.	
Month	Number of Applications	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
February	1	22-0-6**	1	4.5 lbs.
June	1	22-5-5*	1.25	5.7 lbs.
October	1	22-5-5*	1.25	5.7 lbs.
*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.				
**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.				

3. Humus base fertilizers to be applied by drop spreader only.
4. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

C. Shrub and Ground Cover Fertilization

1. All shrubs and ground covers shall be fertilized in accordance with the standard fertilization guidelines identified in Table II below. However, the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E, Schedule II.

TABLE II – Shrub and Ground Cover Fertilization			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs.
September	1	23-5-10 *	1.5	6.5 lbs.

* 23-5-10/BEST@POLY SUPREME or approved equal

D. Tree Fertilization

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C.
2. All trees shall be fertilized as directed by City field staff. Fertilizer type and rates will be specified on a per job basis.
3. Fertilizer will be placed per manufacturer's recommendations, or as directed by City and/or District field staff.
4. No injecting or drilling into tree trunk will be allowed.
5. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

13. PESTICIDE USE

A. General

1. The City of Moreno Valley and the Moreno Valley Community Services District encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or Contractor is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this agreement.
3. All pesticide applications shall be applied as directed by the Director.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this agreement.
5. Before the beginning of the agreement period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material.
6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684,

3142, and 3143. The Director may require proof of such compliance in the form of a copy of a Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

7. Snail Control
 - a. Snails shall be controlled on a regular basis on the following plant species:
 - i. *Agapanthus africanus*
 - ii. *Aptenia sp.*
 - iii. *Gazania sp.*
 - iv. *Hemerocallis sp.*
 - b. Snails shall be controlled on an as needed basis on all other plant material.
 8. Vertebrate Pest Control
 - a. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s).
 - b. Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods.
 - c. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C.
 - d. Landscape areas shall be inspected and treated as necessary a minimum of one (1) time per month unless otherwise noted in the Frequency of Services Table or as determined by the Director.
- B. Reporting Specifications
1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by City staff after giving twenty-four (24) hour notice to Contractor.
 2. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include name of chemical, area, rate and method of application, and time of day.
- C. Ground Covers, Shrubs, and Trees Pesticide Usage Criteria
1. Weed Control
 - a. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and

state regulations. This treatment shall be performed per the Frequency of Services Table, Exhibit E, Schedule II.

2. Appropriate chemical control must be used on the following weeds.
 - a. Bermuda Grass
 - b. Kikuyu Grass
 - c. Nutsedge
 - d. Field Bindweed
 - e. Spurge
 - f. Any other species deemed necessary by the Director
- D. Insect and Disease Control
1. The Director may require certain tree species, which are subjected to excessively dusty conditions, be rinsed off with water, as directed by City field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C.
 2. The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C.
 3. The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C.
 4. The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C.
 5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C.
- E. Vertebrate Pest Control
1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s).
 2. Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods.
 3. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C.

4. Landscape areas shall be inspected and treated as necessary a minimum of one (1) time per month unless otherwise noted in the Frequency of Services Table or as determined by the Director.

F. Turf Pesticide Usage Criteria

1. Weed Control

- a. When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C.
- b. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C.
- c. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C.

2. Insect and Disease Control

- a. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C.
- b. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C.
- c. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C.

14. SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will 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 in the Agreement at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the 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 hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
 - 1. Fertilization;
 - 2. Turf Aeration;
 - 3. Application of pesticides by any method;
 - 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations.

- F. When inclement weather renders performance per the 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 service schedule. Failure to advise the City may be cause for assessment of non-performance penalties.
- G. For the purposes of this contract, "Working Days" are Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service will 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.

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 on 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.

15. FUNCTIONS AND RESPONSIBILITIES

- A. For award of the agreement to a Contractor who has not performed landscape and irrigation maintenance 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. The Contractor shall on an ongoing basis maintain and submit complete reports that record all work performed by the Contractor (See Reporting Forms) and at the intervals specified therein. Such reports shall contain, but shall not be limited to Weekly Irrigation reports, Monthly Greenwaste reports, Monthly Landscape Services reports, pesticide reports, and complaints.
- C. The monthly payment for the work so reported will not be authorized until such reports are received, and approved by the Director.
- D. 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.
- E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company's name.
- F. 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 SDLandscape@moval.org within three (3) calendar days of any change of the name or contact information of the responsible person(s).

- G. During normal working hours, the Contractor's Supervisor or designated employee 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.
- H. 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.
- I. The Contractor shall respond to an emergency call from any of the parties listed herein this section no later than two (2) hours following first notification. 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

- J. 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.

16.COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Exhibit C.

- B. The Contractor shall maintain a written record of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said record shall be submitted to the Director monthly, as part of the Monthly Landscape Services Report.
- 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.

17. 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.
- 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 shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director.
- 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.

18. EMPLOYMENT OF APPRENTICES

- A. 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 apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

19. SAFETY

- A. The Contractor agrees to perform all work as outlined in the provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.
- 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 as part of the Monthly Landscape Services Report. 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, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.
- 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.

20. USE OF CHEMICALS

- A. Before the beginning of the agreement period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this agreement, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Landscape Services report, as set forth herein. This report shall include the date, time of day, location, type of material, method of application, and environmental data.
- E. The Contractor is free to use the most cost-effective pesticide available that has a California approved label and is used in compliance with this label. The City is sensitive to the need to use the least toxic material available that will be effective. In practice that may mean products that carry the CAUTION signal word would be the material of choice.

In the event the City opts to reduce the use of 'synthetic' pesticides in favor of alternative, naturally derived materials or methods, the Contractor will end the use of synthetic materials (e.g. glyphosate) and implement a supplemental weed control strategy. This WILL NOT replace the weed control component already in the bidder's base cost; this will be an additional cost added to the base work amount to cover additional labor and materials that will be needed in the event

use of glyphosate or other synthetic materials were to be eliminated by the City
– **Alternative Bid Item.**

21. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT – REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

- A. The Contractor shall provide NPDES Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any.
- B. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley and/or the City of Moreno Valley Community Services District ("City").
- C. 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.
- D. 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.

22. RESTRICTED PESTICIDE MATERIALS PERMIT AND USE CONSENT

- A. The City shall maintain in full force and effect throughout the entire term of the agreement a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this agreement.
- B. Director must give consent in writing prior to application of any Category I pesticide Licenses and Permits

23. LICENSES AND PERMITS

- A. 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, required for the performance of the work under this agreement.

24. DEPARTMENT OF INDUSTRIAL REGULATIONS

- 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/PublicWorks/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 contract.
- 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.

25. 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.

26. 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.

27. 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, and;
 - 3. A "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.
- 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)

28. 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.

29. CONTRACTOR'S LIABILITY

- A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to 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.

30. CONTRACTORS LICENSE

- A. 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.

31. 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.

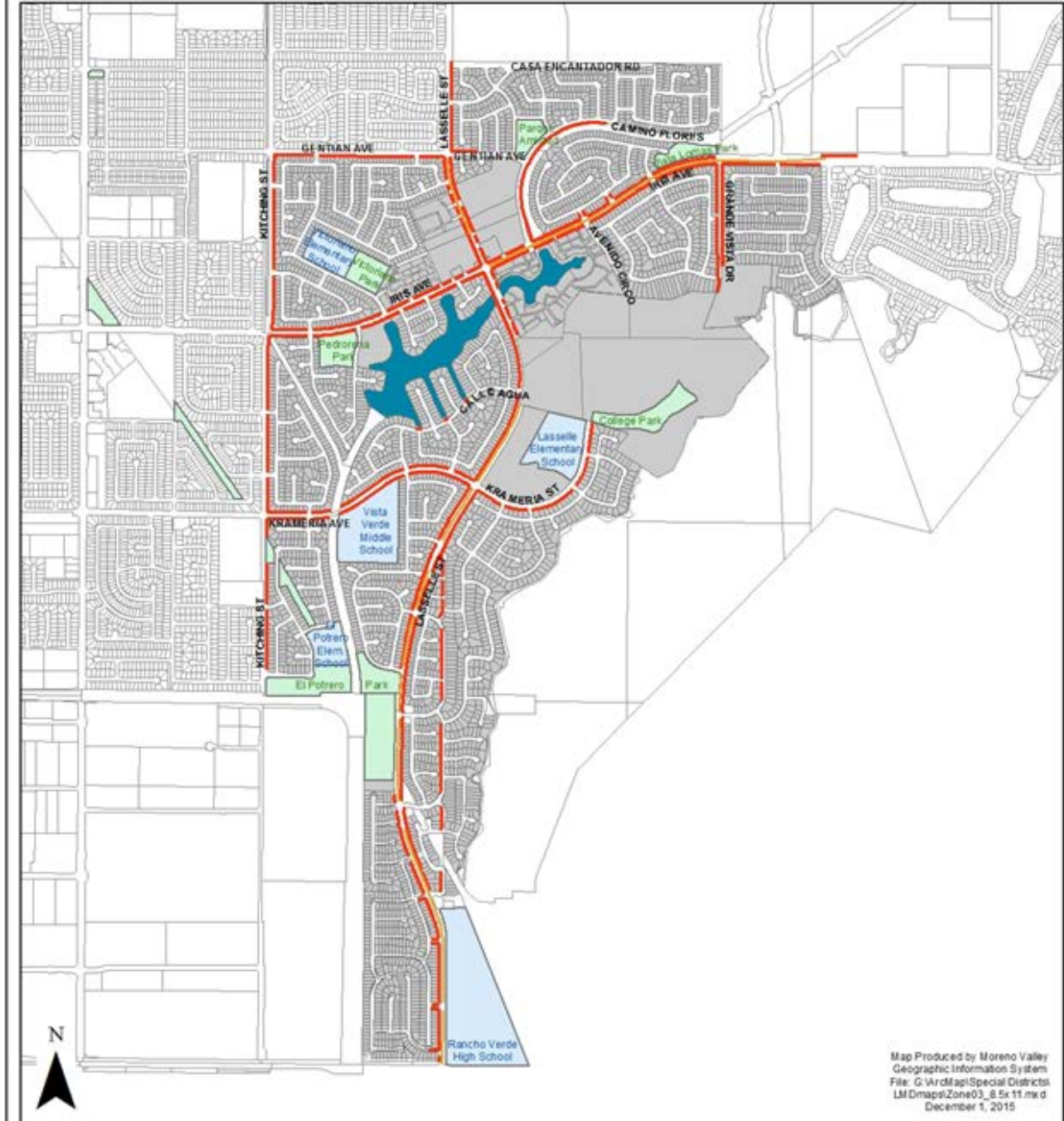
33. PROJECT LOCATION MAPS

Zone E-8



Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

Zone 03 (Moreno Valley Ranch - West)



The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damage resulting from the use of this map. This map is not to be recycled or resold.

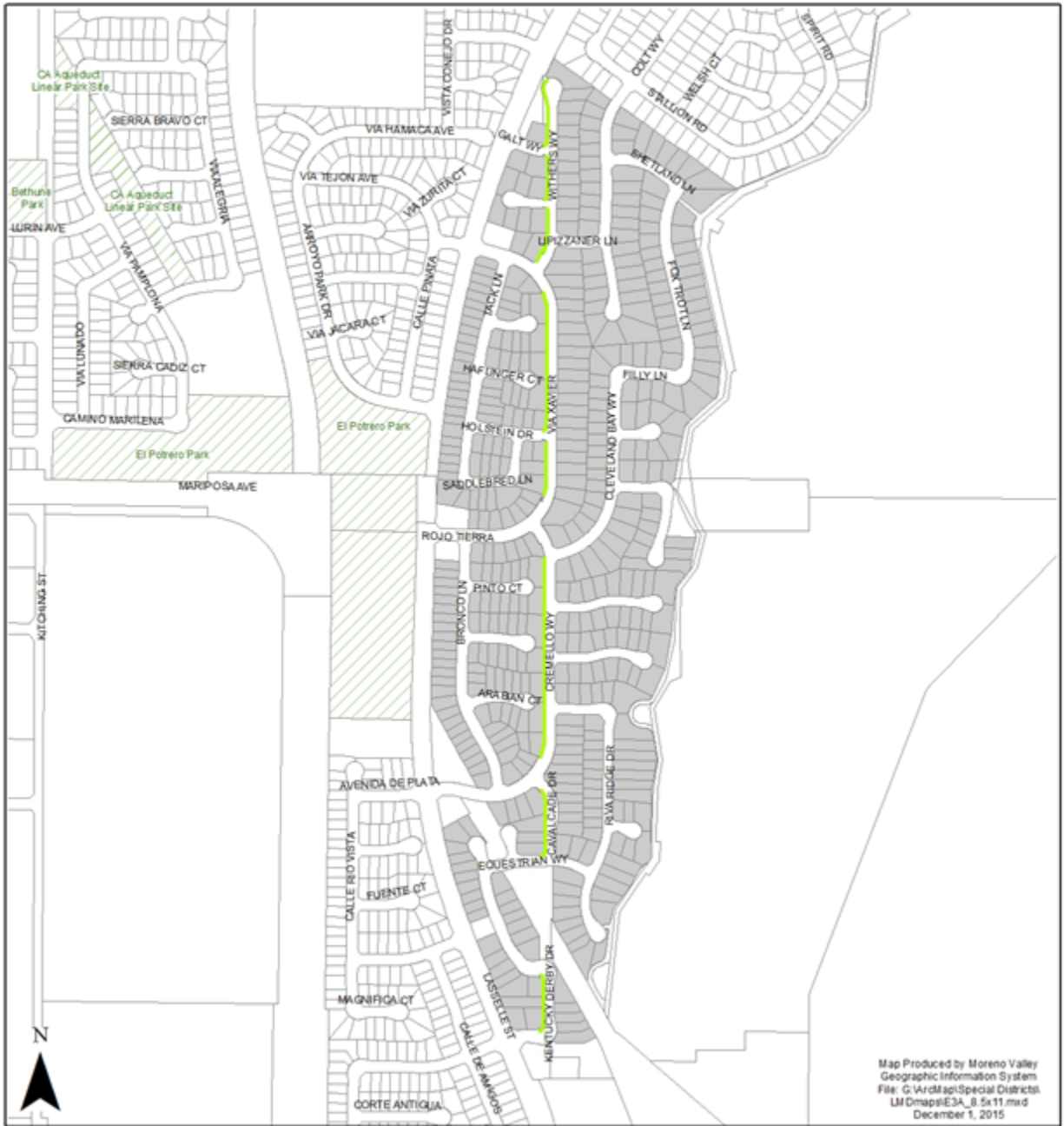
- Landscaped Parkway
- Landscaped Medians
- Zone 03 Parcels

Map Produced by Moreno Valley
Geographic Information System
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December 1, 2015





Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 03A (Lasselle Powerline Parkway)



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-  Landscaped Parkway
-  Zone 03A Parcels

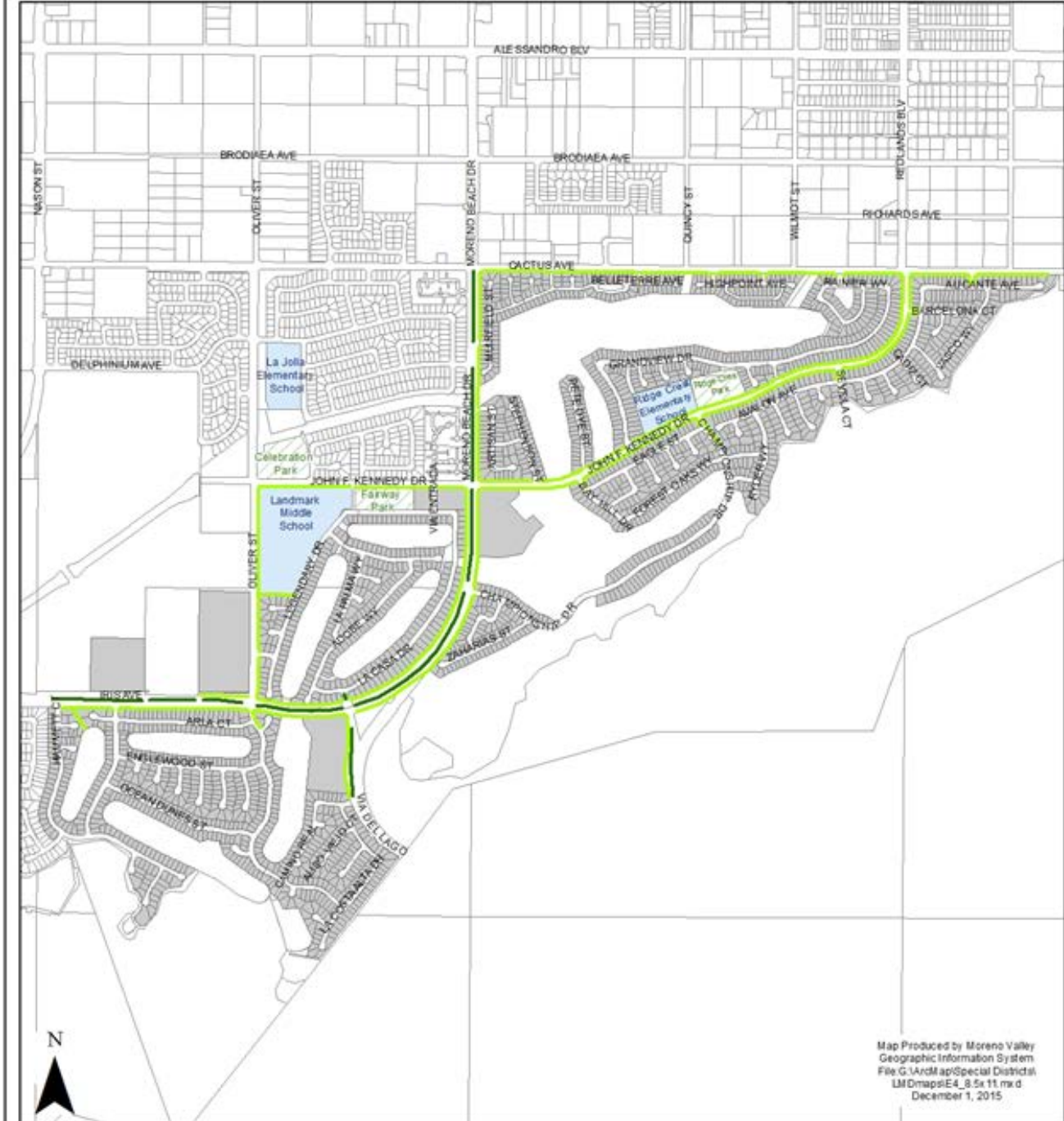


Map Produced by Moreno Valley Geographic Information System
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December 1, 2015

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

Zone 04 (Moreno Valley Ranch - East)



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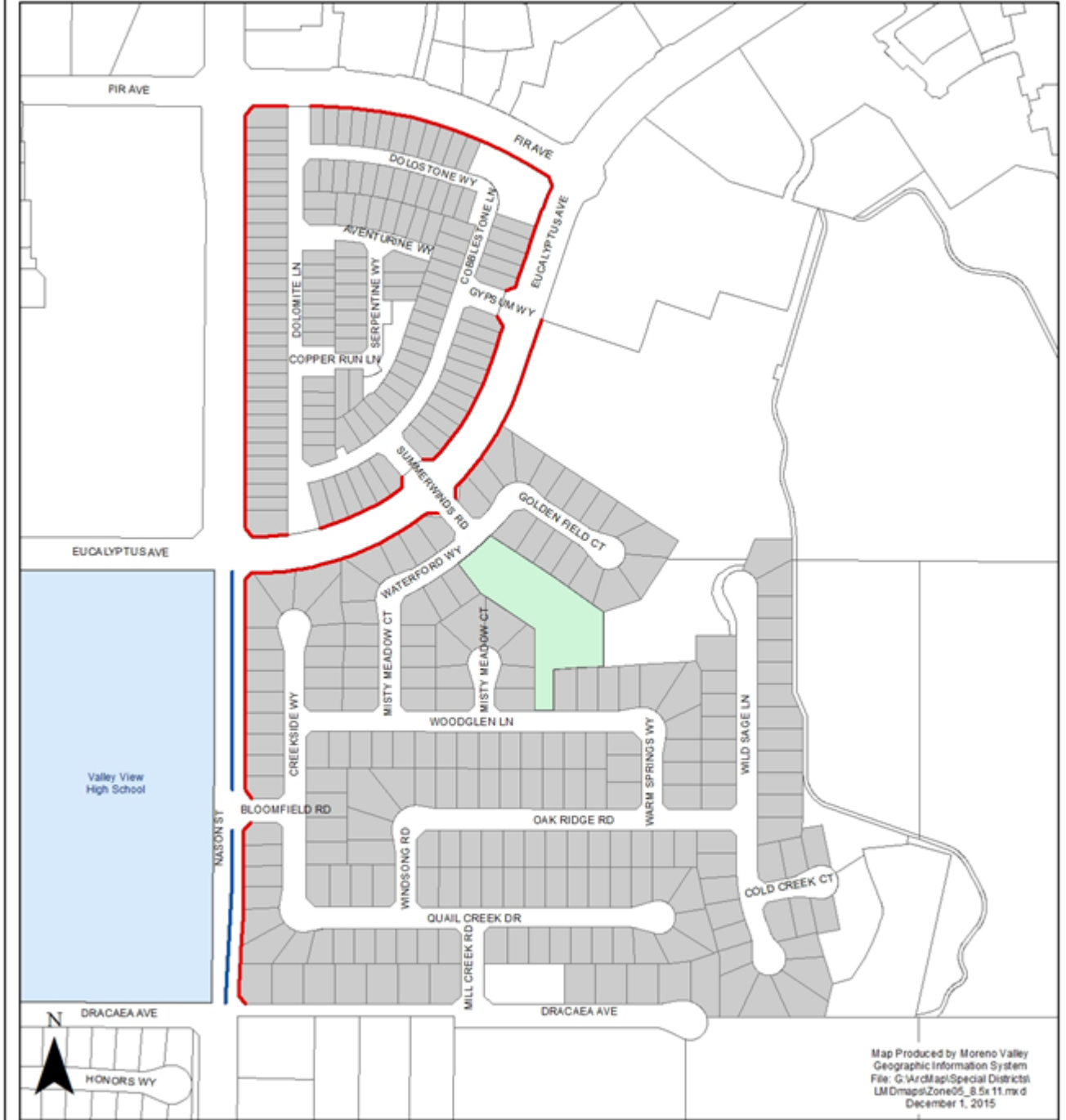
- Landscaped Parkway
- Landscaped Median
- Zone 04 Parcels

Map Produced by Moreno Valley
Geographic Information System
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December 1, 2015

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

Zone 05 (Stoneridge Ranch)



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- Landscaped Parkway
- Landscaped Median
- Zone 05 Parcels

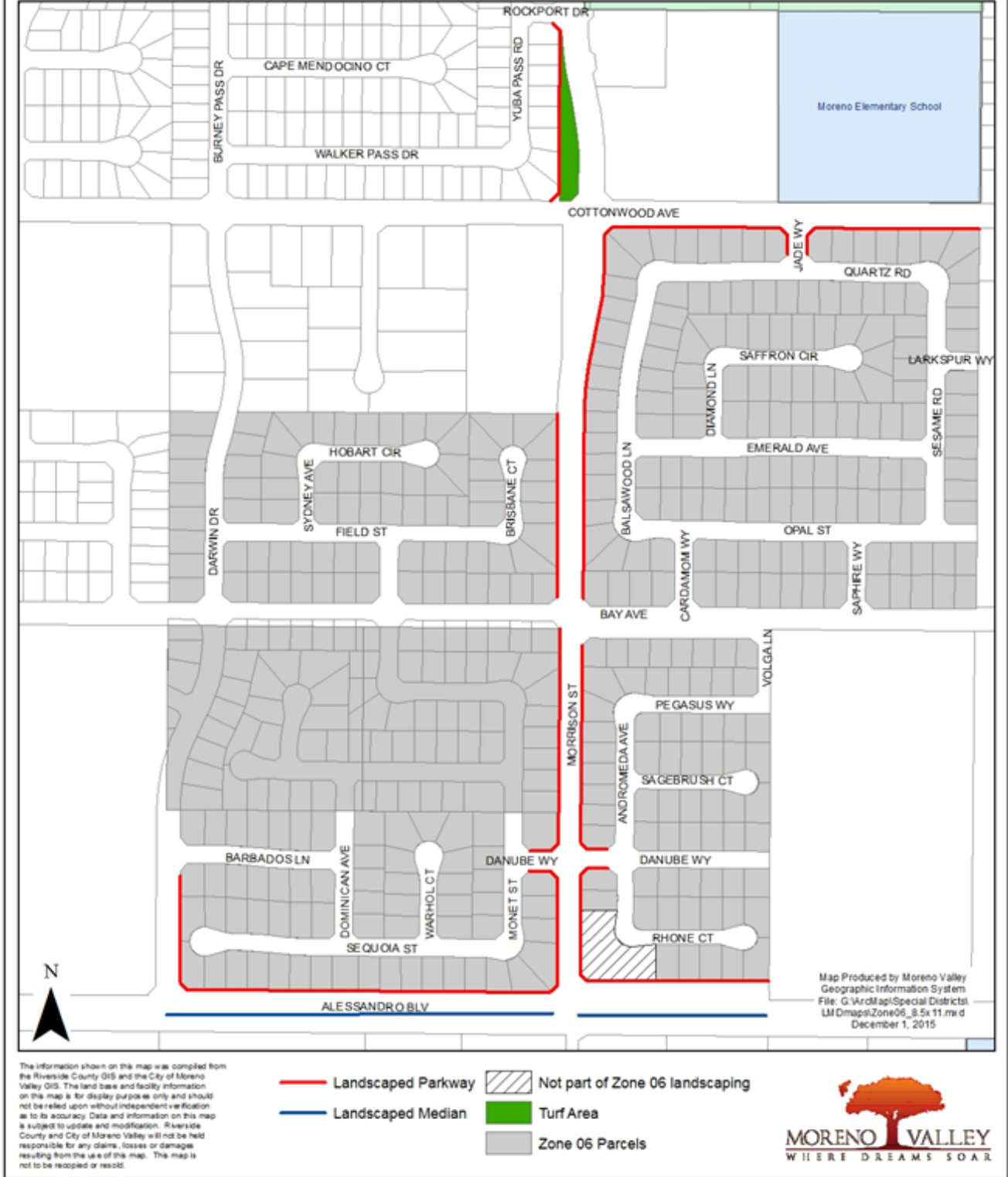
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Geographic Information System
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December 1, 2015



Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

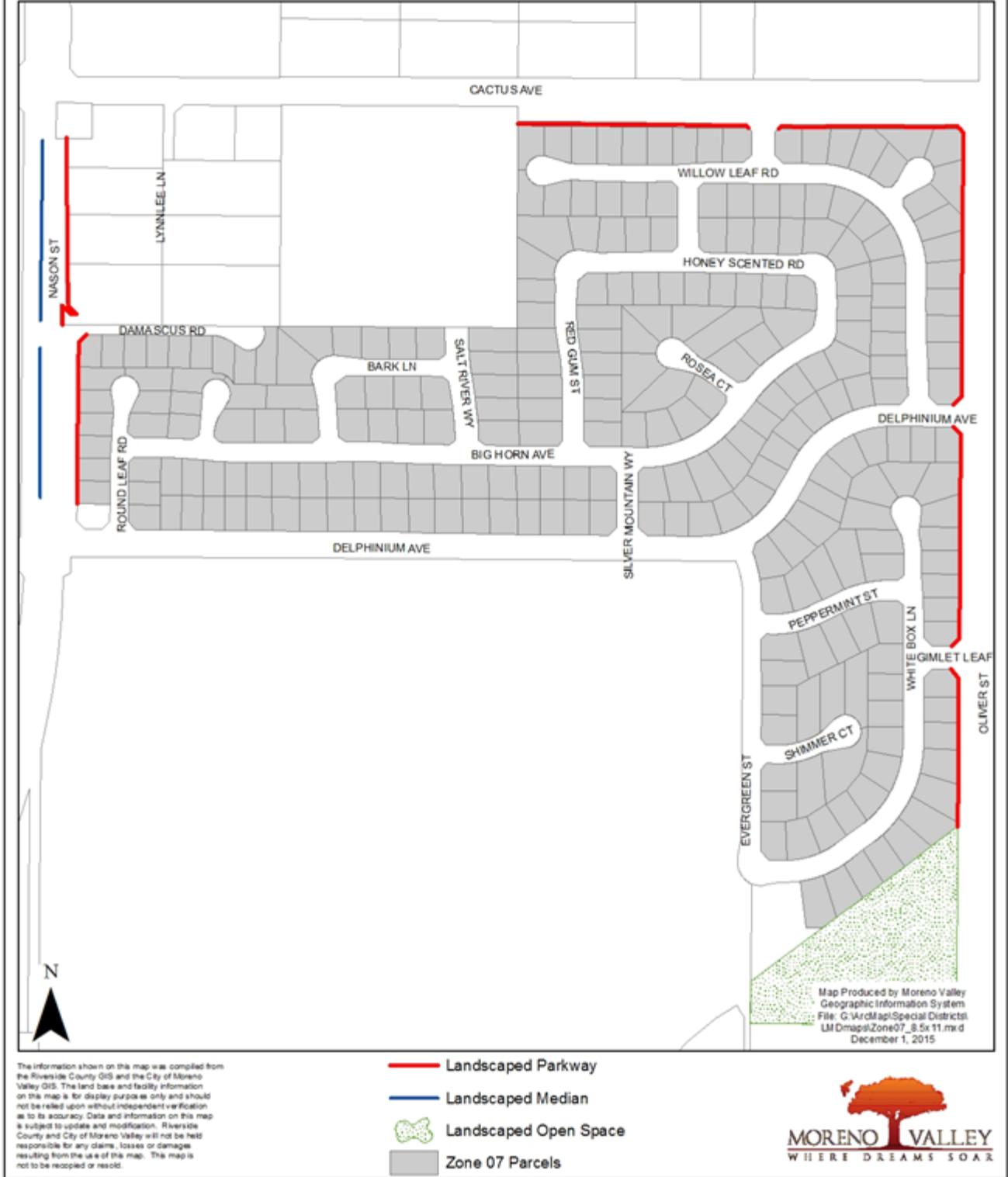
Zone 06 (Mahogany Fields)



Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

Zone 07 (Celebration)



Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

34. REPORTING FORMS

- A. Weekly Irrigation reports, at a minimum, shall document the irrigation inspections (to include testing and repairs) performed by the Contractor and shall include details specific to the dates, the specific locations, and corrective action taken, if any. Weekly Irrigation reports shall be submitted to the Director at SDLandscape@moval.org by the second workday of the week, one (1) week in arrears.
- B. 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 SDLandscape@moval.org by the tenth day of each month, one (1) month in arrears.
- C. A Monthly Landscape Services report, at a minimum, shall document the work performed by the Contractor and shall contain detailed information as is described in the form attached hereto and any other relevant information about the Contractor’s work to identified hazards, chemical use, and customer complaints. Said report shall be in a format acceptable to the Director. Monthly Landscape Services reports shall be submitted to the Director at SDLandscape@moval.org by the tenth day of each month, one (1) month in arrears.
- D. Pesticide Use reports shall be completed and submitted in accordance with federal, state, and local law and consistent with the provisions herein.
- E. Contractor shall refer to sections 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.

Weekly Irrigation Report Form

City of Moreno Valley, Special Districts Division
SDLandscape@moval.org – Due: 2nd workday of week, 1 week in arrears

PROJECT NO. _____ MONTH OF _____, 20____

	Location <ul style="list-style-type: none"> • Controller Number • Tract Number • Zone or Area 	Date(s) Checked	Problem(s) Identified	Corrective Actions <ul style="list-style-type: none"> • Date corrected • Corrective action details 	Hazards <ul style="list-style-type: none"> • Date(s) noted • Area • Hazard type • Date City notified • Date corrected
WEEK 1					
WEEK 2					
WEEK 3					
WEEK 4					
WEEK 5					

Monthly Greenwaste Report Form

City of Moreno Valley, Special Districts Division

SDLandscape@moval.org – Due: 10th day of each month, 1 month in arrears

PROJECT NO. 20__ - __

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: _____

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Monthly Landscape Services Report Form

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

PROJECT NO. _____ MONTH OF _____, 20____

	Location <ul style="list-style-type: none"> • Controller Number • Tract Number • Zone or Area 	Maintenance <ul style="list-style-type: none"> • Date(s) • Area • Service Type • Mow/edge • Trim/prune-weed • Litter-irrigation • Etc. 	Fertilizer <ul style="list-style-type: none"> • Date(s) • Area • Product/analysis • Amount/area • Crop 	Pesticides <ul style="list-style-type: none"> • Date(s) • Product used • Amount used • Area • Target pest 	Complaints <ul style="list-style-type: none"> • Date(s) received • Area/location • Complaint/action • Date corrected • Corrective action 	Hazards <ul style="list-style-type: none"> • Date(s) noted • Area • Hazard type • MVCSD notified • Date City notified • Date corrected • Corrective action
WEEK 1						
WEEK 2						
WEEK 3						
WEEK 4						
WEEK 5						

Exhibit A
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EXHIBIT E - CONTRACTOR'S PROPOSAL



City of Moreno Valley
REQUEST RFP NO. #2021-002
LANDSCAPE DISTRICTS-
South Maintenance of Parkway, Median, and Open Space
Landscaping and Irrigation
BID DUE DATE 02/25/2021 BY 2:00 P.M.

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

EXHIBIT B - CITY RESPONSIBILITIES

LANDSCAPE MAINTENANCE SERVICES

1. AGREEMENT SUPERVISION

The Agreement shall be administered on behalf of the Financial & Management 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. 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. RESTRICTED PESTICIDE MATERIALS/PERMIT/USE CONSENT

- A. The City shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C - PAYMENT TERMS LANDSCAPE MAINTENANCE SERVICES

1. CONTRACTORS COMPENSATION

- A. The Contractor's compensation shall not exceed \$ 4,555,050.00.
- 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 maintenance 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. Maintenance performed, which must include the location, area or site of such maintenance.
 - b. Greenwaste
 - c. Complaints received.
 - d. Hazards noted.
 - e. Chemicals used in the prior month.
 - f. Invoice for service, which lists in detail the site (Median ID, 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, 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 Accounts Payable staff at accountspayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

The Contractor will electronically submit copies of invoices and reports to the Special Districts Division at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

- 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. Projector Contract Number)
 - f. Date services were provided.
 - g. Location Services where services were performed to include Zone, Tract Number, Median ID, Tract ID (if applicable), or general vicinity where services were performed within the identified service area.
 - h. Month services that 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 email 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 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, 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 shall maintain additional landscape areas the City may add to this Agreement at a unit price comparable to landscape areas described herein. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Bid Import Schedule shall be prorated from the day the Contractor commences work on the additional areas.
- F. Routine repairs to project irrigation system(s) shall be considered Additional Work

to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in herein. For the purposes of this Agreement, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers, sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and b) vandalism or theft (which includes acts or omissions by third parties).

- G. 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 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

COMPENSATION SHALL BE BASED ON THE FOLLOWING SCHEDULE.

Bid/Compensation Schedule								
Vendor ID	Company Name	Address	City	Zip Code				
745478	Greentech Landscape, Inc.	13561 Telegraph Rd.	Whittier	90605				
Respondee	Respondee Title	Respondee Phone	Respondee Email					
Juan Sanchez	Operations Manager	562-264-9773	juan@eglandscapainc.com					
Item No. *	Item Code	Description	Reference	Unit of Measure	Quantity	Unit Price	Line Total	Comment
Base Work - Routine Work								
1	Zone E-8	Planter - Type Level 1 (4 weeks)	48,500 sq. ft.	Monthly Cost	12	\$1,250.00	\$0.00	\$15,000.00
2	Zone E-8	Oliver Street Channel - Refer to Exhibit A, Section 18	245,250 sq. ft.	Monthly Cost	12	\$1,525.00	\$0.00	\$18,300.00
3	Zone E-8	Line F East Channel - Refer to Exhibit A, Section 18	378,656 sq. ft.	Monthly Cost	12	\$2,340.00	\$0.00	\$28,080.00
4	Zone E-8	Line F East Planter - Level 1 (4 weeks)	1,568 sq. ft.	Monthly Cost	12	\$80.00	\$0.00	\$960.00
5	Zone 03	Planter - Level 1 (4 weeks)	652,657 sq. ft.	Monthly Cost	12	\$4,800.00	\$0.00	\$57,600.00
6	Zone 03	Turf - 1. Time per Week	214,286 sq. ft.	Monthly Cost	12	\$7,100.00	\$0.00	\$85,200.00
23	Zone 03A	Planter - Level 3 (12 weeks)	53,774 sq. ft.	Monthly Cost	12	\$650.00	\$0.00	\$7,800.00
8	Zone 04	Planter - Level 5 (20 weeks)	579,516 sq. ft.	Monthly Cost	12	\$1,550.00	\$0.00	\$18,600.00
32	Zone 04	Median (planters) - Level 3 (12 weeks)	87,232 sq. ft.	Monthly Cost	12	\$775.00	\$0.00	\$9,300.00
9	Zone 04	Turf - 1. Time Every 2 Weeks	313,656 sq. ft.	Monthly Cost	12	\$3,860.00	\$0.00	\$46,320.00
10	Zone 05	Planter - Level 1 (4 weeks)	98,392 sq. ft.	Monthly Cost	12	\$1,450.00	\$0.00	\$17,400.00
11	Zone 06	Planter - Level 1 (4 weeks)	164,937 sq. ft.	Monthly Cost	12	\$2,880.00	\$0.00	\$34,560.00
12	Zone 06	Turf - 1. Time per Week	13,627 sq. ft.	Monthly Cost	12	\$325.00	\$0.00	\$3,900.00
13	Zone 07	Planter - Level 1 (4 weeks)	44,591 sq. ft.	Monthly Cost	12	\$1,150.00	\$0.00	\$13,800.00
14	Zone 07	Line F West Channel - Refer to Exhibit A, Section 18	180,563 sq. ft.	Monthly Cost	12	\$1,125.00	\$0.00	\$13,500.00
Subtotal							\$370,520.00	
Additional Work Price List								
56		One (1) gallon shrub/vine/ground cover in place**		each	1	\$10.00		\$10.00
57		Five (5) gallon shrub/vine/ground cover in place**		each	1	\$28.00		\$28.00
58		Five (5) gallon tree in place (stakes included)		each	1	\$45.00		\$45.00
59		Fifteen (15) gallon tree in place (stakes included)		each	1	\$130.00		\$130.00
60		24" box tree in place (stakes included)		each	1	\$325.00		\$325.00
61		36" box tree in place (guy wires included)		each	1	\$850.00		\$850.00
62		Flat of ground cover in place		each	1	\$32.00		\$32.00
63		Fertilizer application		each	1	\$9,500.00		\$9,500.00
64		Planter bed mulch in place**		cubic yards	1	\$40.00		\$40.00
65		Additional labor		man hour	1	\$35.00		\$35.00
66		Additional Irrigation Technician**		man hour	1	\$55.00		\$55.00
67		Irrigation Repair Parts at Cost Plus a Specified Percent		percent	1			15%
Cost for Additional Work Added							\$0.0350	\$0.0350
68	To Base Work as Needed, Planter, 4-Week Service Level	Trees, Shrubs, Ground Cover Square Footage		Monthly Cost per Square Foot	1	\$0.0350		\$0.0350
Cost for Additional Work Added							\$0.0300	\$0.0300
69	To Base Work as Needed, Planter, 8-Week Service Level	Trees, Shrubs, Ground Cover Square Footage		Monthly Cost per Square Foot	1	\$0.0300		\$0.0300
Cost for Additional Work Added							\$0.0300	\$0.0300
70	To Base Work as Needed, Planter, 12-Week Service Level	Trees, Shrubs, Ground Cover Square Footage		Monthly Cost per Square Foot	1	\$0.0300		\$0.0300

* Item No. represents the line item number identified as part of the RFP response in PlanetsBids and may not be in numerical order in the Agreement.
 ** Unit price represents the final negotiated price.

Base Work - Optional Service Levels									
15	Zone E-8	Planter - Level 2 (8 weeks)	48,500 sq. ft.	Monthly Cost	12	\$1,115.00	\$0.00	\$13,380.00	
16	Zone E-8	Planter - Level 3 (12 weeks)	48,500 sq. ft.	Monthly Cost	12	\$1,025.00	\$0.00	\$12,300.00	
17	Zone E-8	Line F East Planter - Level 2 (8 weeks)	1,568 sq. ft.	Monthly Cost	12	\$70.00	\$0.00	\$840.00	
18	Zone E-8	Line F East Planter - Level 3 (12 weeks)	1,568 sq. ft.	Monthly Cost	12	\$50.00	\$0.00	\$600.00	
19	Zone 03	Planter - Level 2 (8 weeks)	652,657 sq. ft.	Monthly Cost	12	\$3,690.00	\$0.00	\$44,280.00	
20	Zone 03	Planter - Level 3 (12 weeks)	652,657 sq. ft.	Monthly Cost	12	\$3,450.00	\$0.00	\$41,400.00	
21	Zone 03	Turf - 1 Time Every 2 Weeks	214,286 sq. ft.	Monthly Cost	12	\$6,000.00	\$0.00	\$72,000.00	
22	Zone 03A	Planter - Level 2 (8 weeks)	53,774 sq. ft.	Monthly Cost	12	\$700.00	\$0.00	\$8,400.00	
23	Zone 03A	Planter - Level 3 (12 weeks)	53,774 sq. ft.	Monthly Cost	12	\$650.00	\$0.00	\$7,800.00	
24	Zone 04	Planter - Level 1 (4 weeks)	579,516 sq. ft.	Monthly Cost	12	\$2,500.00	\$0.00	\$30,000.00	
25	Zone 04	Planter - Level 2 (8 weeks)	579,516 sq. ft.	Monthly Cost	12	\$2,000.00	\$0.00	\$24,000.00	
26	Zone 04	Planter - Level 3 (12 weeks)	579,516 sq. ft.	Monthly Cost	12	\$1,800.00	\$0.00	\$21,600.00	
27	Zone 04	Planter - Level 4 (16 weeks)	579,516 sq. ft.	Monthly Cost	12	\$1,750.00	\$0.00	\$21,000.00	
28	Zone 04	Planter - Level 6 (24 weeks)	579,516 sq. ft.	Monthly Cost	12	\$1,650.00	\$0.00	\$19,800.00	
29	Zone 04	Planter - Level 7 (28 weeks)	579,516 sq. ft.	Monthly Cost	12	\$1,600.00	\$0.00	\$19,200.00	
30	Zone 04	Median (planters) - Level 1 (4 weeks)	87,232 sq. ft.	Monthly Cost	12	\$872.00	\$0.00	\$10,464.00	
31	Zone 04	Median (planters) - Level 2 (8 weeks)	87,232 sq. ft.	Monthly Cost	12	\$800.00	\$0.00	\$9,600.00	
32	Zone 04	Median (planters) - Level 3 (12 weeks)	87,232 sq. ft.	Monthly Cost	12	\$775.00	\$0.00	\$9,300.00	
33	Zone 04	Median (planters) - Level 4 (16 weeks)	87,232 sq. ft.	Monthly Cost	12	\$750.00	\$0.00	\$9,000.00	
34	Zone 04	Median (planters) - Level 5 (20 weeks)	87,232 sq. ft.	Monthly Cost	12	\$725.00	\$0.00	\$8,700.00	
35	Zone 04	Median (planters) - Level 6 (24 weeks)	87,232 sq. ft.	Monthly Cost	12	\$700.00	\$0.00	\$8,400.00	
36	Zone 04	Median (planters) - Level 7 (28 weeks)	87,232 sq. ft.	Monthly Cost	12	\$675.00	\$0.00	\$8,100.00	
37	Zone 04	Turf - 1 Time per Week	313,656 sq. ft.	Monthly Cost	12	\$4,350.00	\$0.00	\$52,200.00	
38	Zone 05	Planter - Level 2 (8 weeks)	98,392 sq. ft.	Monthly Cost	12	\$1,200.00	\$0.00	\$14,400.00	
39	Zone 05	Planter - Level 3 (12 weeks)	98,392 sq. ft.	Monthly Cost	12	\$1,000.00	\$0.00	\$12,000.00	
40	Zone 06	Planter - Level 2 (8 weeks)	164,937 sq. ft.	Monthly Cost	12	\$2,600.00	\$0.00	\$31,200.00	
41	Zone 06	Planter - Level 3 (12 weeks)	164,937 sq. ft.	Monthly Cost	12	\$2,325.00	\$0.00	\$27,900.00	
42	Zone 06	Turf - 1 Time Every 2 Weeks	13,627 sq. ft.	Monthly Cost	12	\$275.00	\$0.00	\$3,300.00	
43	Zone 07	Planter - Level 2 (8 weeks)	44,591 sq. ft.	Monthly Cost	12	\$1,075.00	\$0.00	\$12,900.00	
44	Zone 07	Planter - Level 3 (12 weeks)	44,591 sq. ft.	Monthly Cost	12	\$975.00	\$0.00	\$11,700.00	
Non-Chemical Alternatives, Exhibit A, Section 20 E									
45	Zone E-8	Planter - Level 1 (4 weeks)	48,500 sq. ft.	Monthly Cost	12	\$1,215.00	\$0.00	\$14,580.00	
46	Zone E-8	Olivier Street Channel - Refer to Exhibit A, Section 18	245,250 sq. ft.	Monthly Cost	12	\$1,525.00	\$0.00	\$18,300.00	
47	Zone E-8	Line F East Channel - Refer to Exhibit A, Section 18	378,656 sq. ft.	Monthly Cost	12	\$2,340.00	\$0.00	\$28,080.00	
48	Zone E-8	Line F East Planter - Level 1 (4 weeks)	1,568 sq. ft.	Monthly Cost	12	\$75.00	\$0.00	\$900.00	
49	Zone 03	Planter - Level 1 (4 weeks)	652,657 sq. ft.	Monthly Cost	12	\$4,750.00	\$0.00	\$57,000.00	
50	Zone 03A	Planter - Level 1 (4 weeks)	53,774 sq. ft.	Monthly Cost	12	\$785.00	\$0.00	\$9,420.00	
51	Zone 04	Planter - Level 1 (4 weeks)	579,516 sq. ft.	Monthly Cost	12	\$2,500.00	\$0.00	\$30,000.00	
52	Zone 05	Planter - Level 1 (4 weeks)	98,392 sq. ft.	Monthly Cost	12	\$1,450.00	\$0.00	\$17,400.00	
53	Zone 06	Planter - Level 1 (4 weeks)	164,937 sq. ft.	Monthly Cost	12	\$2,880.00	\$0.00	\$34,560.00	
54	Zone 07	Planter - Level 1 (4 weeks)	44,591 sq. ft.	Monthly Cost	12	\$1,150.00	\$0.00	\$13,800.00	
55	Zone 07	Line F West Channel - Refer to Exhibit A, Section 18	180,563 sq. ft.	Monthly Cost	12	\$1,125.00	\$0.00	\$13,500.00	

* Item No. represents the line item number identified as part of the RFP response in PlanesBids and may not be in numerical order in the Agreement.
 ** Unit price represents the final negotiated price.

7. PREVAILING WAGE DETERMINATION

- A. Based on information available at time of RFP issuance. See tables on following pages.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: LANDSCAPE MAINTENANCE LABORER

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)¹

DETERMINATION: SC-LML-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: March 31, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments					Training	Straight-Time		Overtime	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday		Hours	Total Hourly Rate	1	1/2X
Imperial	\$13.00	-	-	^a 0.115	0.17	-	8	^b 13.285	^b 19.785	
Inyo, Mono and San Bernardino	13.00	-	-	0.30	0.17	-	8	13.47	19.97	
Kern	13.00	-	-	^c 0.16	0.17	-	8	^b 13.33	^b 19.83	
	13.00	-	-	^d 0.27	0.46	-	8	^b 13.73	^b 20.23	
Los Angeles	13.00	0.89	-	^e 0.115	0.14	-	8	^b 14.145	^b 20.645	
Orange	13.00	-	-	^f 0.11	0.11	-	8	^b 13.22	^b 19.72	
Riverside	13.00	-	-	^g 0.20	0.16	-	8	^b 13.36	^b 19.86	
San Diego	13.00	-	-	0.22	0.115	-	8	13.335	19.835	
	13.00	-	-	0.24	0.12	-	8	13.36	19.86	
San Luis Obispo	13.00	-	-	^k 0.15	0.15	-	8	13.30	19.80	
	13.00	-	-	^l 0.16	0.16	-	8	13.32	19.82	
Santa Barbara	13.00	-	-	^h 0.12	0.12	-	8	^b 13.24	^b 19.74	
	13.00	-	-	ⁱ 0.13	0.13	-	8	^b 13.26	^b 19.76	
Ventura	13.00	-	-	0.115	0.16	-	8	13.275	19.775	
	13.00	2.97	-	^j 0.19	0.26	-	8	^b 16.42	^b 22.92	

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

- ^a \$0.22 after 3 years of service. ^f \$0.22 after 4 years of service.
- ^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes. ^g \$0.40 after 3 years of service. ^h \$0.23 after 2 years of service.
- ^c \$0.31 after 2 years of service. ⁱ \$0.27 after 2 years of service.
- ^d \$0.54 after 2 years of service; \$0.81 after 3 years of service. ^k \$0.29 after 2 years of service.
- ^e \$0.24 after 3 years of service; \$0.37 after 7 years of service. ^l \$0.31 after 2 years of service.

¹ This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

- ROUTINE* – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.
- COMPLEX* – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

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

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: #LANDSCAPE/IRRIGATION LABORER/TENDER

DETERMINATION: SC-102-X-14-2020-1

ISSUE DATE: August 22, 2020

EXPIRATION DATE OF DETERMINATION: July 31, 2021** 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 Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (Journeyman)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Landscape/Irrigation Laborer	\$34.58	\$8.00	\$9.31	\$4.87 ^a	\$0.70	\$0.48	8	\$57.94	\$75.23	\$75.23	\$92.52
Landscape Hydro Seeder	\$35.68	\$8.00	\$9.31	\$4.87 ^a	\$0.70	\$0.48	8	\$59.04	\$76.88	\$76.88	\$94.72

DETERMINATION: SC-102-X-14-2020-1A

ISSUE DATE: August 22, 2020

EXPIRATION DATE OF DETERMINATION: July 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

Landscape/Irrigation Tender ^c	\$15.53	\$2.65	\$1.35	\$1.03 ^a	--	--	8	\$20.56	\$28.325	\$28.325	\$36.09
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#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount per hour worked for Supplemental Dues.

^b Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

^c The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer; and the seventh and eight employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

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

TERM OF CONTRACT

- A. Following approval by all parties, the Contract will commence on July 1, 2021, and shall expire June 30, 2026 (5) years thereafter, unless 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.



RFP Bid No.: 2021-002 Due February 25, 2021 @ 2:00 P.M.

February 25, 2021

City of Moreno Valley
RFP Bid No. 2021-002
C/O Planetbids.com

Thank you for opportunity to submit our proposal to provide landscape service for the City of Moreno Valley. Greentech Landscape, Inc. looks forward to the competitive bidding process and being a successful bidder.

Greentech Landscape, Inc. has specialized in large scale landscape and maintenance project throughout Southern California. We are competitively priced in our market segments and always take pride in helping Southern California communities and parks to look their best. Our company aims to uphold these high standards with a clear understanding of the services to be performed as specified in the scope of work.

We look forward to the opportunity to work with the City of Moreno Valley on this project as well as others.

Thank you,

Juan M. Sanchez
Account Manager

Greentech Landscape Inc.
13560 Telegraph Road Whittier, CA 90605 Tel: 800.420.1962 Fax:562.777.1962



RFP Bid No.: 2021-002 Due February 25, 2021 @ 2:00 P.M.

EXHIBIT E- CONTRACTOR PROPOSAL SUBMITTAL CHECKLIST

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Greentech Landscape Inc.
13560 Telegraph Road Whittier, CA 90605 Tel: 800.420.1962 Fax:562.777.1962

EXHIBIT E – CONTRACTOR PROPOSAL SUBMITTAL CHECKLIST

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

Greentech Landscape, Inc.
Company Name (Please print)

Juan Sanchez
Authorized Signature

Juan Sanchez
Name of RFP Preparer

562.264.9773
Preparer's Phone Number

juan@gtlandscapeinc.com
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

- Frequency of Services Table – Print, sign, and include with submission
- Bid Import Schedule – form in PlanetBids
- Work Schedules (Monthly, Annual, and Material) – fillable form. Print, and include with submission

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

- Proposal Affirmation
- Non-Collusion Affidavit
- Certificate of Non-Discrimination
- Affirmation of Proposal Guarantee
- Bid Bond
- Faithful Performance Bond
- Labor and Materials Bond

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

EXHIBIT E – CONTRACTOR PROPOSAL

**SCHEDULE I - GENERAL INFORMATION
SCHEDULE II - PROPOSAL SCHEDULES
SCHEDULE III - FORMS**

VENDOR INFORMATION

A. Company Name: Greentech Landscape, Inc.

TYPE

- Sole proprietor
- Partnership
- Corporation

B. Company Physical Address

(Street) 13560 Telegraph Rd

(City, State, Zip) Whittier, CA 90605

C. Company Mailing Address

(Street) _____

(City, State, Zip) _____

D. Business Phone Number ^{800.420.1962} _____

E. Satellite Office Address (if applicable):

24941 Atwood, Moreno Valley, CA 92552

F. Satellite Office Phone Number _____

G. Contractor's Licensing Information:

1. License number/Classification/Name Style: C 596152
2. Number of Years Operating Under the Above License Name Style: 31 years
3. License Expiration Date: 06/30/2022
4. Current License Status: Active
5. Prior actions against this License? Yes No
6. If Yes, list the citation type and how it was resolved:

H. Company's Federal Identification No.: 26.3419736

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

Gus Marquez, President _____

J. Department of Industrial Relations Registration No.: 1000017259

K. Number of years the company has performed landscape maintenance services: 43

L. Number of years the company has performed landscape maintenance services for public agencies: 35

M. Current Landscape Maintenance Operations

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

Total number of landscape maintenance contracts: 125

Percentage of total contracts with public agencies: 75%

Total dollar value of landscape maintenance contracts: \$850,000

N. Number of employees committed to landscape maintenance operations

Supervisors	Average wage scale	<u>\$ 70.00</u>
Technicians	Average wage scale	<u>\$ 55.00 /Hr.*</u>
Foremen	Average wage scale	<u>\$ 35.00 /Hr.*</u>
Laborers	Average wage scale	<u>\$ 30.00 /Hr.*</u>

*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 landscape maintenance operations:

Motor vehicles	
Type <u>F250 with trailer</u>	Number <u>1</u>
Type <u>F150</u>	Number <u>1</u>
Type <u>Chevy Colorado- irrigation truck</u>	Number <u>1</u>
Type _____	Number _____
Type _____	Number _____

Power Equipment

Type <u>72" Lazer</u>	Number <u>2</u>
Type <u>Blowers</u>	Number <u>4</u>
Type <u>Hedge Trimmers</u>	Number <u>3</u>
Type <u>String Trimmers</u>	Number <u>4</u>
Type <u>Chain Saw</u>	Number <u>1</u>

REFERENCES

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

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 Anaheim
Agency Address	400 E. Vermont Ave Anaheim, CA 92805
Agency Contact Responsible for administering contract	Mike Atkinson
Contact telephone	714.981.6855
Agreement Name(s)	City of Anaheim Public Works
Annual Agreement Amount(s)	\$264,000
Number of acres maintained per contract	125 acres
Location(s) of areas maintained.	Various city medians and parks.
Length of Contract(s)/expiration date	3 years, 06/2022

Reference #2	
Public Agency Name	City of Bell Gardens
Agency Address	8327 Garfield Ave Bell Gardens, CA 90201
Agency Contact Responsible for administering contract	Carlos Marin
Contact telephone	562.806.7780
Agreement Name(s)	City of Bell Gardens Public Works
Annual Agreement Amount(s)	\$111,936
Number of acres maintained per contract	75 acres
Location(s) of areas maintained.	Various city medians: Florence Ave/ Florence Place Island.
Length of Contract(s)/expiration date	3 years, March 2023

Reference #3	
Public Agency Name	City of Moreno Valley
Agency Address	14177 Frederick St Moreno Valley, CA 92553
Agency Contact Responsible for administering contract	Dan Monto
Contact telephone	951.413.3715
Agreement Name(s)	Landscape Districts- West Maintenance of Parkway, Median , and Open Space Landscaping and Irrigation
Annual Agreement Amount(s)	\$136,166
Number of acres maintained per contract	150 acres
Location(s) of areas maintained.	Town Gate, Renaissance Park, Shadow Mountain, Centerpointe
Length of Contract(s)/expiration date	3 years, 07/2022

Reference #4	
Public Agency Name	
Agency Address	
Agency Contact Responsible for administering contract	
Contact telephone	
Agreement Name(s)	
Annual Agreement Amount(s)	
Number of acres maintained per contract	
Location(s) of areas maintained.	
Length of Contract(s)/expiration date	

Reference #5	
Public Agency Name	
Agency Address	
Agency Contact Responsible for administering contract	
Contact telephone	
Agreement Name(s)	
Annual Agreement Amount(s)	
Number of acres maintained per contract	
Location(s) of areas maintained.	
Length of Contract(s)/expiration date	

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.

24941 Atwood Moreno Valley, CA 92552

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

General Equipment:
Rake, Loppers, Back Pack Sprayers Irri- Universal Remote Wire Tracker Rotary Spreaders Hand tools

Motor Vehicles:

- 1- F-250 with trailer
- 1- F150 with trailer
- 1- Chevy Colorado, (irrigation truck)

Turf Maintenance Power Equipment/Tools:

- 1 -72" Lazer
- 2- BLOWERS
- 2- String Trimmers
- 1- Edger
- 2- Loppers
- Hand tools

Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:

- 4- Hedge Trimmers
- 4- Blowers
- 4- String Trimmers
- 2 Loppers
- 1- Chain Saw
- Hand Tools

Irrigation System Maintenance Equipment:

Universal Remove
Wire Tracker
All necessary hand tools

Fertilizer Application Equipment:

Earthway rotary Spreaders
Scott Accu Pro 2000
Lesco commercial plus 2 speed power spreader
Lesco walk behind spreader

Pesticide Application Equipment:

4 gal. Lesco backpack Sprayer
Lesco commercial plus 2 speed power sprayer
Lesco commercial plus power sprayers 50 gal. each

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.

<p>General Landscape Maintenance <i>List labor, administrative, and field supervisory personnel – include any relevant education, certification and/or licensing information for each person listed.</i></p>	
<p>Juan Sanchez QAL Operation Manager</p>	<p>Francisco Bello Irrigation certified</p>
<p>Valente Zuniga Supervisor</p>	
<p>Juan Aguillar Crew Leader</p>	

<p>Tree Trimming/Maintenance <i>List any ISA or equivalent certified personnel.</i></p>
<p>Carlos Ceja Certified Arborist # WE12192A</p>

<p>Irrigation System Maintenance <i>List technical personnel – include any relevant education, certification and/or licensing information for each person listed.</i></p>
<p>Francisco Bello Irrigation Certified Fausto Morerira Irrigation Certified</p>

<p>Pesticide Application <i>List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.</i></p>
<p>Juan Sanchez QAL Juan Aguilar Valente Zuniga</p>

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.

Greentech Landscape Inc. has a 24 hr/7 days a week dispatch manned by Greentech employees. Also, all Area Managers have Cell phones and lop tops, for field email access. All crew Foreman also have cell phone. All of the above allows Greentech to have a 24 hr/7 days a week rapid communication capabilities.

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.

Greentech Landscape Inc. possesses all it's traffic control devices, including arrow boards, delinators signage etc. It is very versed and experienced and caltrans requirements. It practices traffic control daily in Cities throught out South California

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.

Popelino's Transportation Inc
3661 Hunter St.
Riverside Ca 92509
Ph: 909-239-5524

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
N/A		

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Landscape Districts - South
RFP 2021-002


Frequency of Services Table – Base Work

Scope of Work - Agreement Specification	Title ¹	Summary of Work	Frequency						
			Level 1 Service (4 week)	Level 2 Service (8 week)	Level 3 Service (12 week)	Level 4 Service (16 week)	Level 5 Service (20 week)	Level 6 Service (24 week)	Level 7 Service (Other)
Exhibit A, Section 2	Turf Care	Mow/edge/trim	Weekly	Every other week	Every other week	Every other week	Every other week	Every other week	Every other week
		Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)	Annually (Spring)	Annually (Spring)	Annually (Spring)	As directed by City
Exhibit A, Section 4	Shrub Care	Prune/trim	Monthly	6 times per year	4 times per year	Every 16 Weeks or as directed by City staff to remove ROW encroachments	Every 20 Weeks or as directed by City staff to remove ROW encroachments	Every 24 Weeks or as directed by City staff to remove ROW encroachments	Every 28 Weeks or as directed by City staff to remove ROW encroachments
Exhibit A, Section 5	Ground Cover	Prune/trim	Monthly	6 times per year	4 times per year	Every 16 Weeks or as directed by City staff to remove ROW encroachments	Every 20 Weeks or as directed by City staff to remove ROW encroachments	Every 24 Weeks or as directed by City staff to remove ROW encroachments	Every 28 Weeks or as directed by City staff to remove ROW encroachments
Exhibit A, Section 9	Weed Control	Weed Control	Monthly	6 times per year	4 times per year	Every 16 Weeks or as directed by City staff to remove ROW encroachments	Every 20 Weeks or as directed by City staff to remove ROW encroachments	Every 24 Weeks or as directed by City staff to remove ROW encroachments	Every 28 Weeks or as directed by City staff to remove ROW encroachments
Exhibit A, Section 10	Irrigation	Irrigation Maint./Repair	Weekly	Weekly	Weekly	Monthly	Monthly	Monthly	Monthly
Exhibit A, Section 11	Debris/Litter	Trash/Debris Removal	Weekly	Weekly	Every other week	Monthly	Every Other Month	Quarterly	Quarterly
Exhibit A, Section 8	Water Quality Basins	WQB Bottom Vegetation	Annually						
		Forebays and Outlet Structures	Bi-annually						
		Sand Bed Maintenance	2 times per year (Spring and Fall)						
		Irrigation	Weekly	Weekly	Every other week	N/A	N/A	N/A	N/A
Exhibit A, Section 6	Channel Thinning	Trash/Debris Removal	Weekly	Weekly	Every other week	N/A	N/A	N/A	N/A
		Vegetative thinning	Annually						
		Weeding	Quarterly						
		Irrigation	Weekly						
Exhibit A, Section 12	Turf Fertilization ²	Turf Fertilization	3 times per year (Feb., Jun. & Oct.)	3 times per year (Feb., Jun. & Oct.)	3 times per year (Feb., Jun. & Oct.)	2 times per year (Feb. & Oct.)	N/A	N/A	N/A
		Shrub/ Ground Cover Fertilization ²	2 times per year (Apr. & Sep.)	1 time per year (Apr.)	1 time per year (Apr.)	1 time per year (Apr.)	N/A	N/A	N/A
Exhibit A, Section 9	Pre-emergent ²	Pre-emergent	2 times per year (Spring & Fall)	2 times per year (Spring & Fall)	2 times per year (Spring & Fall)	1 time per year (Spring)	1 times per year (Spring)	1 times per year (Spring)	

Scope of Work - Agreement Specification	Title ¹	Summary of Work	Frequency						
			Level 1 Service (4 week)	Level 2 Service (8 week)	Level 3 Service (12 week)	Level 4 Service (16 week)	Level 5 Service (20 week)	Level 6 Service (24 week)	Level 7 Service (Other)
Exhibit A, Section 7	Paseo Maintenance (6 maintenance areas)	Annual Weed Abatement	1 time per year	1 time per year	1 time per year	1 time per year	N/A	N/A	N/A
		24" clearance/structures	1 maintenance area per month	Every other Month	Quarterly	Annually	N/A	N/A	N/A
		Irrigation	Weekly	Monthly	Monthly	Monthly	N/A	N/A	N/A
		Shrub trimming/clearing from trails/fence	1 maintenance area per month	Every other Month	Quarterly	Annually	N/A	N/A	N/A
		Trash/Debris Removal	1 maintenance area per month	Every other Month	Quarterly	Annually	N/A	N/A	N/A

Scope of Work - Agreement Specification	Title ¹	Summary of Work	Frequency						
			Level 1 Service (4 week)	Level 2 Service (8 week)	Level 3 Service (12 week)	Level 4 Service (16 week)	Level 5 Service (20 week)	Level 6 Service (24 week)	Level 7 Service (Other)
Exhibit A, Section 34	Reporting Forms	Irrigation Report	Weekly			Monthly			
Exhibit A, Section 34	Reporting Forms	Greenwaste Recycling Report	Monthly						
Exhibit A, Section 34	Reporting Forms	Landscape Services Report	Monthly						

Footnotes
¹ If applicable.
² Specification of month to be approved by Director in advance of application.


 SIGNATURE
 By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Proposal Schedule, including the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Agreement.

PROPOSED PROJECT WORK SCHEDULES

The following pages include a monthly and an annual schedule sheet for each area identified in this RFP.

Schedule sheets shall be completed by the Proposer for the General Provision services described in Exhibit A.

Prepare the monthly and annual schedule sheets for only the current service levels for each landscape maintenance area, as identified in the Frequency of Services Table, Exhibit E, Schedule II.

Within 30 days of agreement award, the Contractor will provide the City with mapped work schedules for each landscape maintenance area included in this RFP.

MONTHLY SCHEDULE SHEET

On a separate sheet for each landscape maintenance area included in this RFP, list all tasks specified to be performed on a weekly or monthly basis. Mark the box corresponding to the day of the week/month the work is proposed to be performed.

Be sure to include administrative tasks such as report submittals, meetings, etc.

Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

ANNUAL SCHEDULE SHEET

On a separate sheet for each landscape maintenance area included in this RFP, list all tasks specified to be performed at intervals greater than one (1) month. Mark the box corresponding to the month(s) of the year in which they are either so specified, or if not specified, the month(s) in which the work is proposed to be performed.

Be sure to include any administrative tasks such as report submittals, meetings, etc.

Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

SCHEDULE SHEETS TO FOLLOW

Monthly Schedule Sheets
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
E-8, Level 1 Service (4 week)**

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds.Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds		
Week 2				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds		
Week 3				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds		
Week 4				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds		

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Monthly Schedule Sheets
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 03, Level 1 Service (4 week)**

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds.mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
Week 2				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
Week 3				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
Week 4				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds

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Monthly Schedule Sheets
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 03A, Level 1 Service (4 week)**

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			
Week 2				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			
Week 3				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			
Week 4				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			

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Monthly Schedule Sheets
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 04, Level 5 Service (20 week)**

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
Week 2				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
Week 3				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
Week 4				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds

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Monthly Schedule Sheets
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 05, Level 1 Service (4 week)**

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			
Week 2				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			
Week 3				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			
Week 4				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			

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Monthly Schedule Sheets
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 06, Level 1 Service (4 week)**

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds. Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds		
Week 2				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds		
Week 3				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds		
Week 4				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds		

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Monthly Schedule Sheets
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 07, Level 1 Service (4 week)**

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
Week 2				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
Week 3				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
Week 4				
		Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds

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Monthly Schedule Sheets
Proposed Project Work Schedules

Maintenance of Channels and Parkway Planters
(Parkway Planters, Level 1 Service, 4 week)

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			
Week 2				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			
Week 3				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			
Week 4				
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds			

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Annual Schedule Sheets

Proposed Project Work Schedules

Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation E-8, Level 1 Service (4 week)

JANUARY	FEBRUARY	MARCH
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds.mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds.mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds.mow
APRIL	MAY	JUNE
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow
JULY	AUGUST	SEPTEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow
OCTOBER	NOVEMBER	DECEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow

Annual Schedule Sheets

Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 03, Level 1 Service (4 week)**

JANUARY	FEBRUARY	MARCH
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds.mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds.mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds.mow
APRIL	MAY	JUNE
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow
JULY	AUGUST	SEPTEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow
OCTOBER	NOVEMBER	DECEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow

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Annual Schedule Sheet
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 03A, Level 1 Service (4 week)**

JANUARY	FEBRUARY	MARCH
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
APRIL	MAY	JUNE
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
JULY	AUGUST	SEPTEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
OCTOBER	NOVEMBER	DECEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds

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Annual Schedule Sheet

Proposed Project Work Schedules

Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation Zone 04, Level 5 Service (20 week)

JANUARY	FEBRUARY	MARCH
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds.Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,Mow
APRIL	MAY	JUNE
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,Mow
JULY	AUGUST	SEPTEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, Mow
OCTOBER	NOVEMBER	DECEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds mow

Annual Schedule Sheet
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 05, Level 1 Service (4 week)**

JANUARY	FEBRUARY	MARCH
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
APRIL	MAY	JUNE
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
JULY	AUGUST	SEPTEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
OCTOBER	NOVEMBER	DECEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds

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Annual Schedule Sheets

Proposed Project Work Schedules

Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation Zone 06, Level 1 Service (4 week)

JANUARY	FEBRUARY	MARCH
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow
APRIL	MAY	JUNE
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow
JULY	AUGUST	SEPTEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow
OCTOBER	NOVEMBER	DECEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,mow

Annual Schedule Sheet
Proposed Project Work Schedules

**Maintenance of Parkway, Median, and Open Space Landscaping and Irrigation
Zone 07, Level 1 Service (4 week)**

JANUARY	FEBRUARY	MARCH
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds.Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,Mow
APRIL	MAY	JUNE
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,Mow
JULY	AUGUST	SEPTEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, Mow
OCTOBER	NOVEMBER	DECEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds, Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds,Mow	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds mow

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Annual Schedule Sheet
Proposed Project Work Schedules

Maintenance of Channels and Parkway Planters
(Parkway Planters, Level 1 Service, 4 week)

JANUARY	FEBRUARY	MARCH
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
APRIL	MAY	JUNE
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
JULY	AUGUST	SEPTEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds
OCTOBER	NOVEMBER	DECEMBER
Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds	Shrub pruning, remove Litter/weeds Irrigation Ins. Spray weeds

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PROPOSED ANNUAL MATERIAL SCHEDULE

Use additional sheets as necessary to provide a full and comprehensive response

A. Fertilizers

List the fertilizers to be furnished to execute work tasks specified in Exhibit A.

Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual costs for each type (include applicable sales tax, overhead, and mark-up).

Type	Estimated Annual Amount	Estimated Annual Cost
23=5-10	260 Bags 50 lb.	\$6,000.00

B. Pesticides

List pesticides to be furnished to execute work tasks specified in Exhibit A.

Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual costs for each type/brand (include applicable sales tax, overhead, and mark-up).

Type	Estimated Annual Amount	Estimated Annual Cost
Fusilade- Herbicide Snap shot-pre-emergent Gopher Getter M-pede-insecticide	10 pint 250 lbs 100 lb 12 gal	

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

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

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 Greentech Landscape 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 Greentech Landscape 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 Juan Sanchez

PRINTED NAME Juan M. Sanchez

TITLE Account Manager

COMPANY NAME Greentech Landscape Inc.

DATE February 25, 2021

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) §

(NAME) Gus Marquez, affiant

being first duly sworn, deposes and says:

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

Greentech Landscape, 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 Greentech Landscape, Inc.
Bidder's Address 13560 Telegraph Rd, Whittier CA 90685
Telephone Number 800-420-1962

[Signature]
Signature of Bidder

Account Manager
Title

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

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 Juan Sanchez
 PRINTED NAME Juan M. Sanchez
 TITLE Account Manager
 COMPANY NAME Greentech Landscape, Inc.
 DATE February 25, 2021

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

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%, 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
Contractor Signature
By
Contractor Address
Contractor Telephone Number
Names and Addresses of Members of the Contractor:
(If a Corporation)

February 25, 2021
Juan Sanchez
Account Manager
13560 Telegraph Rd, Whittier CA 90605
800-420-1962
Gus Marquez, president
6770 Arabian Way, Long Beach CA 90803

Signature of Contractor
By
Title
Business Address
Incorporated Under Laws of the State of
State License Number and Classification

[Signature]
Gus Marquez
President, Secretary
13560 Telegraph Rd, Whittier CA 90605
CALIFORNIA
C 3170568

President
Secretary
Treasurer

[Signature]
[Signature]

(Corporate Seal)



Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
Greentech Landscape, Inc., as
principals, and The Ohio Casualty Insurance Company, a duly
authorized corporate surety: Business Address
17771 Cowan, Suite 100, Irvine, CA 92614,

Phone (714) 784-5539, are held and firmly bound unto the City of Moreno
Valley and the City of Moreno Valley Community Services District, as Surety, in the sum of
Ten Percent of Amount Bid Dollars, (\$ 10%), for payment of
which sum well and truly to be made, we bind ourselves, and each of our heirs, successors,
executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about
to hand in and submit to the City Council and the City Council in its capacity as the Board of
Directors of the Moreno Valley Community Services District, a Proposal for
Landscape Districts South Maintenance of Parkway Median and Open Space Landscaping and Irrigation

for the performance of the work therein mentioned, in compliance with the specifications
therefore, under an invitation of said City Council and the City Council in its capacity as the
Board of Directors contained in the Notice Requesting Proposals attached to said Proposal.

NOW, THEREFORE, if the said bond or Proposal of the said principal shall be accepted, and
said work be awarded to said principal thereupon by said City Council and/or City Council in
Its Capacity as the Board of Directors, and if the said principal shall fail or neglect to enter into
a Agreement therefore within the required time, then in that case the undersigned obligors will
pay to the City of Moreno Valley and/or the Moreno Valley Community Services District the full
sum of Ten Percent of Amount Bid Dollars, (\$ 10%), as liquidated
damages for such failure and neglect.

WITNESS our hands this 3rd day of February, 20 20

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Bid Bond (cont.)

PRINCIPAL

Name: Greentech Landscape, Inc.

Address P.O. Box 911124

Los Angeles, CA 90091

Phone Number: (562)777-1962

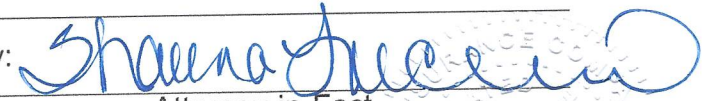
By: 

CORPORATE SURETY

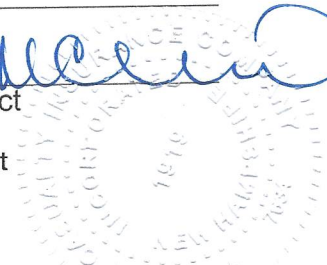
Name: The Ohio Casualty Insurance Company

Address: 17771 Cowan, Suite 100, Irvine, CA 92614

Phone Number: 714-784-5539

By: 
Attorney-in-Fact

Shauna Lucero, Attorney-in-Fact



Signing Instructions

1. 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.
2. The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.
3. The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
4. The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a) (2)).

If any of the above items are omitted, the Proposal will be considered non-responsive and will be rejected.

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

ACKNOWLEDGMENT

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.

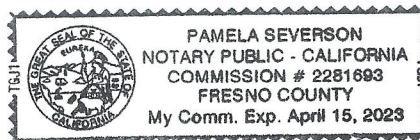
State of California
County of Fresno)

On 3rd February 2021 before me, Pamela Severson, Notary Public
(Insert name and title of the officer)

personally appeared Shauna Lucero
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 Pamela Severson (Seal)

RE: Greentech landscape

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201632 - 988470

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____
Shauna Lucero

all of the city of Fresno state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of July, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of February, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Greentech Landscape, Inc., as principals, and The Ohio Casualty Insurance Company, a duly authorized corporate surety: Business Address 17771 Cowan, Suite 100, Irvine, CA 92614, Phone (714) 784-5539, are held and firmly bound unto the City of Moreno Valley and the City of Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of Amount Bid Dollars, (\$ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the City Council and the City Council in its capacity as the Board of Directors of the Moreno Valley Community Services District, a Proposal for Landscape Districts South Maintenance of Parkway Median and Open Space Landscaping and Irrigation

for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said City Council and the City Council in its capacity as the Board of Directors contained in the Notice Requesting Proposals attached to said Proposal.

NOW, THEREFORE, if the said bond or Proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said City Council and/or City Council in Its Capacity as the Board of Directors, and if the said principal shall fail or neglect to enter into a Agreement therefore within the required time, then in that case the undersigned obligors will pay to the City of Moreno Valley and/or the Moreno Valley Community Services District the full sum of Ten Percent of Amount Bid Dollars, (\$ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 3rd day of February, 20 20.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE

Bid Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: Greentech Landscape, Inc.

Name: The Ohio Casualty Insurance Company

Address P.O. Box 911124

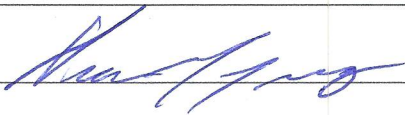
Address: 17771 Cowan, Suite 100, Irvine, CA 92614

Los Angeles, CA 90091

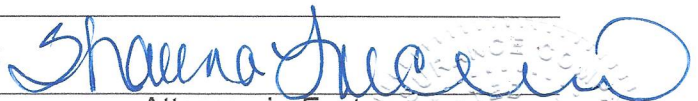
Phone Number: (562)777-1962

Phone Number: 714-784-5539

By:

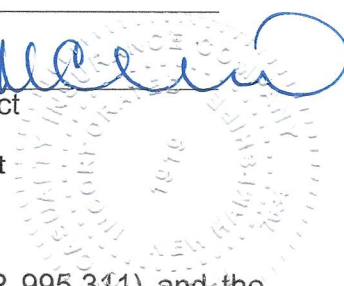


By:



Attorney-in-Fact

Shauna Lucero, Attorney-in-Fact



Signing Instructions

1. 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.
2. The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.
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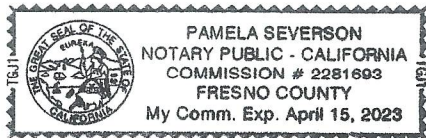
State of California
County of Fresno)

On 3rd February 2021 before me, Pamela Severson, Notary Public
(Insert name and title of the officer)

personally appeared Shauna Lucero
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 Pamela Severson (Seal)

RE: Greentech landscape

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201632 - 988470

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shauna Lucero

all of the city of Fresno state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of February, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE



800.420.1962 • License No. 596152



City of Moreno Valley
REQUEST RFP NO. #2021-002
LANDSCAPE DISTRICTS-
South Maintenance of Parkway, Median, and Open Space
Landscaping and Irrigation
BID DUE DATE 02/25/2021 BY 2:00 P.M.

Attachment: Agreement - Greentech Landscape, Inc. (4338 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE



RFP Bid No.: 2021-002 Due February 25, 2021 @ 2:00 P.M.

February 25, 2021

City of Moreno Valley
RFP Bid No. 2021-002
C/O Planetbids.com

Thank you for opportunity to submit our proposal to provide landscape service for the City of Moreno Valley. Greentech Landscape, Inc. looks forward to the competitive bidding process and being a successful bidder.

Greentech Landscape, Inc. has specialized in large scale landscape and maintenance project throughout Southern California. We are competitively priced in our market segments and always take pride in helping Southern California communities and parks to look their best. Our company aims to uphold these high standards with a clear understanding of the services to be performed as specified in the scope of work.

We look forward to the opportunity to work with the City of Moreno Valley on this project as well as others.

Thank you,

Juan M. Sanchez
Account Manager

Greentech Landscape Inc.
13560 Telegraph Road Whittier, CA 90605 Tel: 800.420.1962 Fax:562.777.1962



RFP Bid No.: 2021-002 Due February 25, 2021 @ 2:00 P.M.

Overview and Approach

Greentech Landscape will provide qualified staffing with direct hires from within the community of Moreno Valley and work with local vendors for all contract related service such as equipment, fuel, and supplies maintain the required level of landscape and grounds maintenance services for City of Moreno Valley.

Greentech landscape understands it is the city objective to ensure the provision of landscape and grounds maintenance services at the service level specified in the Scope of Work, with maximum efficiency and minimum cost.

Greentech's previous and current of community benefits include Orange County Choc Children's Hospital, La Mirada Senior Living Christmas, landscape maintenance services for the landmark Woodworth House.

Greentech Landscape understands the work to be done at the City of Moreno Valley is to provide parks landscape maintenance and other specific duties as set forth and designated in the Scope of Work. Daily, weekly, monthly and annual tasks frequencies shall be incorporated into our service schedules and adhered to.

All schedules, insurance, bonds, contact information and other required documents will be delivered to the City's representative at a job start-up meeting prior to start date.

Greentech Landscape currently employs one full time mechanic for equipment and vehicle maintenance. Greentech utilizes specialized software for tracking of all maintenance schedules and repairs.

We will be applying the highest standard of professional horticultural maintenance standards when carrying out the duties required in the specifications as to maintain the aesthetic level of the facility.

Greentech Landscape will be accessible to the City by phone from both our main corporate office as well as our satellite offices. Our supervisors have cell phones and emails to receive work assignments and to communicate those assignments to their field crews.

All safety procedures conform to OSHA standard for training, schedules etc. Equipment and horticulture training are done on a schedule as implemented by Greentech's training officer.



RFP Bid No.: 2021-002 Due February 25, 2021 @ 2:00 P.M.

Resumes and Qualifications of Personnel

Juan M. Sanchez

juan@gtlandscapeinc.com

Account Manager/Licensed Applicator

Provides over 20 years of landscape industry knowledge of installation and maintenance, and over 7 years of contract management. He is knowledgeable in QAL application and safety requirements.

Nelson Goodness

nelson@gtlandscapeinc.com

Account Manager

Provides over 40 years of landscape industry knowledge, contract management and customer service. He has managed various comparable contracts and maintains the customers interest at all times.

Jose L. Vallin

jose@gtlandscapeinc.com

Commercial Account Manager

Contributes over 20 years in supervision of landscape maintenance, installation, and repairs. He has knowledge of irrigation repairs, maintenance and valve replacement. He manages and supervises multiple men crews for various job sites.

Abel Cohetzaltitla

abel@gtlandscapeinc.com

Account Manager/Business Development

Provides 16 years of landscape maintenance and management procedures. Fully trained in irrigation, pesticide applications. Has experience successfully managing and supervising municipal contracts and developing new potential leads.

Justine Orantes

justine@gtlandscapeinc.com

Safety Coordinator

Safety management of new and existing contracts. Implementing proper use of equipment on a monthly basis or as needed. She is responsible setting up all clinics, urgent care and hospital locations and vehicles with spill kits, and mapping in windows for public views.



RFP Bid No.: 2021-002 Due February 25, 2021 @ 2:00 P.M.

Integration Plan

Greentech Landscape will work with the City's contract manager to have a weekly schedule to which it will adhere to. All contact information will be provided to provide open lines of communications between the City and Greentech Landscape. In the event of an emergency the City will be able to contact the account supervisor and/or foreman to resolve the matter at hand.

Greentech Landscape will provide the necessary staffing to maintain and provide the scope of work requested of this contract.



Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: May 4, 2021

TITLE: APPROVE THE REPLACEMENT OF EXTRICATION RESCUE EQUIPMENT IN FY20/21

RECOMMENDED ACTION

Recommendations:

1. Authorize the Moreno Valley Fire Department to purchase five (5) Holmatro hydraulic rescue tools and accessories at the cost of \$172,019 (\$159,646 equipment and \$12,373 tax).
2. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends the City Council authorize the Moreno Valley Fire Department (MVFD) to award a bid to Western Extrication Specialist for the purchase of five (5) Holmatro hydraulic rescue tools, with needed accessories, for a total amount of \$172,019 (\$159,646 Extrication Equipment \$12,373 Tax). This new equipment will replace existing outdated extrication equipment located on Fire Engine 6, Fire Engine 48, Fire Engine 58, Fire Engine 91 and Fire Truck 2.

DISCUSSION

The City's Fire Engines and its Fire Truck are equipped with Hydraulic rescue tools, commonly referred to as "Jaws of Life." These rescue tools are most frequently used by the Fire Department's emergency response personnel during the rescue of trapped victims of traffic collisions and requiring vehicle extraction. One of the most critical operational aspects of the "Jaws of Life" is quickly gain access to an entrapped victim ensuring the patient receives lifesaving treatment in an appropriate amount of time and the rapid removal from the entrapped environment. Due to the construction of today's

vehicles with modern reinforced steel, and the variety of ways victims are entrapped following a major collision, the current extrication rescue tools can no longer operate efficiently. The new generation “Jaws of Life” equipment will provide for more power and force to cut through these reinforced materials. Technological improvements will allow for a faster setup time in gaining access to the entrapped victim(s) and decrease the total time to remove victim(s) from an entrapped environment. This also allows for needed advanced life support care to be conducted more expediently, when needed.

In March 2021, a Request for Qualification (RFQ) was developed and published on Planetbids. The ad requested qualified businesses to submit quotes for Holmaltro extrication equipment, with desired specifications needed for a Fire Engine and a Fire Truck. This RFQ was also e-mailed to two existing California vendors who were registered with PlanetBids. The deadline to submit proposals was no later than 4:00 p.m. on Thursday, March 25, 2021.

After the close of the RFQ, the MVFD only received one proposal from Western Extrication Specialist, which was later revealed that this vendor has sole factory authorized source of sales for Holmaltro brand equipment for Riverside County. The proposed quote for the requested equipment was as follows:

Qty	Description	Price
1	Truck Package to include (Core Pump, Spreader, Cutter, Telescopic Ram w/ Laser, etc.)	\$56,274.20
3	Engine Package to include (Combi Tool, Telescopic Ram, and Accessories)	\$74,544.60
1	Engine Specialty Package to include (Spreader, Cutter, Battery and Charger	\$28,827.10
	Sub-Total	\$159,645.90
1	Sales Tax	\$12,372.56
	Total Purchase Amount	\$172,018.46

The cost of this proposed equipment purchase will be partially covered by replacement funds. Through the depreciation process, replacement funds are budgeted and increased as the equipment depreciate in value. The following budget allocation is needed for this purchase:

Total replacement funds designated to replace Asset# 300092	\$15,166.80
Total replacement funds designated to replace Asset# 300603	\$17,582.40
Total replacement funds designated to replace Asset# 300604	\$17,582.40
Total replacement funds designated to replace Asset# 300605	\$17,582.40
Total replacement funds designated to replace Asset# 300606	\$20,602.00
Total Replacement Funds	\$88,516.00
Total FY20/21 budget appropriation for Fund 2014 for equipment	\$83,503.00

Total Requested Budget	\$172,019.00
-------------------------------	---------------------

ALTERNATIVES

Council has the following alternatives:

1. Approve and authorize the recommended actions in this staff report. Staff recommends this alternative due to the potential improvement to the lives of residents in the City of Moreno Valley who become victims of traffic collisions.
2. Do not approve the recommended actions presented in this staff report. Staff does not recommend this alternative due to the potential decrease in outcomes of victims of traffic collisions.

FISCAL IMPACT

Staff is requesting \$88,516 from the Equipment Replacement Reserve Fund (7510) and a budget allocation of \$83,503 from available Emergency Services Agency Fines Fund (2014) balance. This purchase will not have any impact on the City's General Fund budget. The budget appropriation is requested as follows:

Approval of FY 2020/21 Transfer of Funds:

Type	Account	Description	Amount
Transfer from:	7510-99-97-88120-902014	Equipment Replacement Reserve	\$88,516
Transfer to:	2014-99-99-92014-807510	Emergency Services Agency Fines	\$88,516

Expenditure Appropriation:

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	FY 20/21 Proposed Amendment	FY 20/21 Amended Budget
Emergency Services Agency Fines: Mach-Equip-Repl-Furn & Equip	2014	2014-40-45-30150-660320	Exp	\$0	\$172,019	\$172,019

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Public Safety Contracts Administrator

Department Head Approval:
Abdul Ahmad
Fire Chief

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. Engine Estimate_1514_from_WES Inc
- 2. Engine 58 Estimate_1578_from_WES Inc
- 3. Truck Estimate_1515_from_WES Inc
- 4. USA Rescue Tool Warranty Certificate_G_NR-19767
- 5. Sole Authorized CA (westx) 2020

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/14/21 8:50 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 9:47 AM

Western Extrication Specialists, Inc.
 P.O. Box 1065
 Simi Valley, CA 93062
 +1 8056247475
 http://www.holmatro-westx.com



Western Extrication Specialists

Price Quote

ADDRESS

Mitchell Quinonez
 Cal Fire RRU City of Moreno
 Valley
 22850 Calle San Juan De Los
 Lagos
 Moreno Valley, CA 92555 USA

SHIP TO

Mitchell Quinonez
 Cal Fire RRU City of Moreno
 Valley
 24935 Hemlock Ave
 Moreno Valley, CA 92557
 USA

PRICE QUOTE # 1514

DATE 04/08/2021

EXPIRATION DATE 11/30/2021

TECH/SALES REP.

Dane Jackson

DATE	ARTICLE NUMBER	DESCRIPTION	QTY	RATE	AMOUNT
	159.000.118	PCT50 COMBI TOOL	3	13,036.00	39,108.00T
	159.000.062	PTR50 TELESCOPIC RAM	3	10,293.00	30,879.00T
	151.000.583	PBPA287 BATTERY	9	713.00	6,417.00T
	151.000.742	PBCH2 BATTERY CHARGER 120VAC	3	567.00	1,701.00T
	158.553.010	POUCH BATTERY NYLON HOLMATRO	3	121.00	363.00T

This quote is for 3 sets of Pentheon Tools and accessories to go on Engine companies.

SUBTOTAL	78,468.00
DISCOUNT 5%	-3,923.40
TAX	5,777.21
TOTAL	\$80,321.81

Accepted By

Accepted Date

Attachment: Engine Estimate_1514_from_WES Inc (4359 : APPROVE THE REPLACEMENT OF EXTRICATION RESCUE EQUIPMENT IN FY20/21)

Western Extrication Specialists, Inc.

P.O. Box 1065
 Simi Valley, CA 93062
 +1 8056247475
 http://www.holmatro-westx.com



Western Extrication Specialists

Price Quote

ADDRESS

Mitchell Quinonez
 Cal Fire RRU City of Moreno
 Valley
 22850 Calle San Juan De Los
 Lagos
 Moreno Valley, CA 92555 USA

SHIP TO

Mitchell Quinonez
 Cal Fire RRU City of Moreno
 Valley
 24935 Hemlock Ave
 Moreno Valley, CA 92557
 USA

PRICE QUOTE # 1578

DATE 04/08/2021

EXPIRATION DATE 11/30/2021

TECH/SALES REP.

Dane Jackson

DATE	ARTICLE NUMBER	DESCRIPTION	QTY	RATE	AMOUNT
	159.000.064	PSP40 SPREADER	1	12,763.00	12,763.00T
	159.000.063	PCU50 CUTTER	1	12,356.00	12,356.00T
	151.000.583	PBPA287 BATTERY	5	713.00	3,565.00T
	151.000.742	PBCH2 BATTERY CHARGER 120VAC	2	567.00	1,134.00T

This is an estimate for a separate Engine package of Pentheon battery operated tools. The article numbers on this quote reflect the correct numbers for the tools requested.

SUBTOTAL	29,818.00
DISCOUNT 5%	-1,490.90
TAX	2,195.35
SHIPPING	300.00
TOTAL	\$30,822.45

Accepted By

Accepted Date

Attachment: Engine 58 Estimate_1578_from_WES Inc (4359 : APPROVE THE REPLACEMENT OF EXTRICATION RESCUE EQUIPMENT IN

Western Extrication Specialists, Inc.

P.O. Box 1065
 Simi Valley, CA 93062
 +1 8056247475
 http://www.holmatro-westx.com



Western Extrication Specialists

Price Quote

ADDRESS

Mitchell Quinonez
 Cal Fire RRU City of Moreno
 Valley
 22850 Calle San Juan De Los
 Lagos
 Moreno Valley, CA 92555 USA

SHIP TO

Mitchell Quinonez
 Cal Fire RRU City of Moreno
 Valley
 24935 Hemlock Ave
 Moreno Valley, CA 92557
 USA

PRICE QUOTE # 1515

DATE 04/08/2021

EXPIRATION DATE 11/30/2021

TECH/SALES REP.

Tony Martinez

DATE	ARTICLE NUMBER	DESCRIPTION	QTY	RATE	AMOUNT
	158.152.253	SR 20 PC 2 X CORE DUO PUMP CARB CALIFORNIA	1	9,707.00	9,707.00T
	158.012.166	SP 5250 SPREADER 5KC	1	9,039.00	9,039.00T
	158.012.163	CU 5050 i CUTTER CORE 5KC	1	7,831.00	7,831.00T
	158.032.031	TR 5350 LP TELESCOPIC RAM w/LASER	1	6,577.00	6,577.00T
	158.032.032	TR 5370 LP TELESCOPIC RAM w/LASER	1	6,810.00	6,810.00T
	158.572.125	HOSE CORE 32' ORANGE	1	1,062.00	1,062.00T
	158.572.128	HOSE CORE 32' BLUE	1	1,062.00	1,062.00T
	150.182.274	PULLING ATTACHMENT SET SP5240/50	1	1,312.00	1,312.00T
	150.582.152	PULLING CHAIN SET 3/8"	1	372.00	372.00T
	159.000.118	PCT50 COMBI TOOL	1	13,036.00	13,036.00T
	151.000.583	PBPA287 BATTERY	2	713.00	1,426.00T
	151.000.742	PBCH2 BATTERY CHARGER 120VAC	1	567.00	567.00T
	150.553.115	CARRYING/BACKPACK HARNESS	1	435.00	435.00T

This estimate is for a set of CORE tools and accessories and a
 Pentheon combi-tool with accessories. This is the Truck set.

SUBTOTAL	59,236.00
DISCOUNT 5%	-2,961.80
TAX	4,361.25

Attachment: Truck Estimate_1515_from_WES Inc (4359 : APPROVE THE REPLACEMENT OF EXTRICATION RESCUE EQUIPMENT IN FY20/21)

TOTAL

\$60,635.45

Accepted By

Accepted Date

Attachment: Truck Estimate_1515_from_WES Inc (4359 : APPROVE THE REPLACEMENT OF EXTRICATION RESCUE EQUIPMENT IN FY20/21)



Certificate for Lifetime Warranty for Holmatro® hydraulic rescue tools

Warranty:

Holmatro® hydraulic rescue tools, parts and accessories are guaranteed against defects in material and workmanship for as long as owned by the original purchaser.
The identity of the original purchaser and the date of purchase shall be established in each case by the return of the properly completed warranty registration card.

Warranty Terms:

The obligations of Holmatro® under this warranty include free replacement of the necessary parts and the shipping costs to return the equipment to the user, provided the inspection of the equipment has proved that the parts were defective at the time of purchase or were improperly designed or manufactured. The warranty inspection can only be performed by a Holmatro® service center and shipping costs to a Holmatro® service center will be for purchaser's account. Said warranty shall remain in effect only if (1) such goods are used normally and properly in accordance with Holmatro® instructions as to maintenance and operation, whether given orally or set forth in manuals and instruction sheets furnished by Holmatro®, and (2) the purchaser gives prompt notice to Holmatro® of any such defects and preserves and turns over all allegedly defective goods, parts or items.

Exclusions:

This warranty covers all defects in material and workmanship except:
Any damage occurring during shipments of the goods (for which claims shall be presented to the carrier). Normal wear and tear parts and consumable parts and items including (without limitation) with respect to hydraulic tools, wearable parts and accessories, all seal rings, plunger blocks, couplings and cutter blades. Goods sold but not manufactured by Holmatro, such as the Honda engine (for which Holmatro® shall make available to purchaser those warranties made available to Holmatro® by the manufacturer). Damage caused by abuse, improper use or corrosion. Damage caused by repairs performed by persons other than a Holmatro® service center or an official Holmatro® factory-trained distributor, or damage resulting from the use of parts other than genuine Holmatro® parts. Damage as the result of improper or neglected reasonable maintenance.

THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND HOLMATRO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS, PERFORMANCE OR SUITABILITY FOR A PARTICULAR PURPOSE.

Limitation of Damages:

Holmatro's obligation under this warranty is limited to repair and/or replacement, at Holmatro's option, of any defective Holmatro® tool, part, accessory or item, and under no circumstances, whether due to a breach of any warranty hereunder or any other cause, and whether arising in contract or in tort (including negligence or strict liability) shall Holmatro® be liable for (1) consequential or indirect loss or damage including, but not limited to, loss of profits, loss of production, plant downtime, or liabilities to customers or other third parties, or (2) loss or damage arising out of the sole or contributory negligence of the purchaser, its employees or agents, or any third party, or (3) any special or punitive damages of any nature. If Holmatro® determines, in its sole and final discretion, that the nature of the defect precludes remedy by repair and/or replacement, Holmatro® reserves the right to satisfy any warranty obligation by refunding the full purchase price, on return of all defective goods to Holmatro, shipping costs prepaid. Any action for breach of warranty or other action must be commenced within one year after such cause of action arises, except where applicable law would prohibit any such time restriction on the bringing of such an action.

Notices:

For all notices, information and inquiries concerning this warranty or Holmatro® service centers contact:

Holmatro, Inc.
505 McCormick Drive
Glen Burnie, MD 21061-3254 USA
phone: 410-768-9662
fax: 410-768-4878
<http://www.holmatro.com>

Holmatro USA
505 McCormick Drive
Glen Burnie, MD, 21061
USA

T 410-768-9662
F 410-768-4878
E info@holmatro-usa.com
I www.holmatro.com

Feb 5th, 2020

To Whom It May Concern:

The purpose for this letter is to certify that as of this date, the sole factory authorized source of sales and service for Holmatro Rescue Equipment in the California Counties of San Diego, Glenn, Imperial, Butte, Riverside, Tehama, San Bernardino, Los Angeles, Orange, Ventura, Inyo, Kern, San Luis Obispo, Tulare, Kings, Monterey, Fresno, San Benito, Merced, Madera, Mariposa, Stanislaus, Santa Clara, Santa Cruz, San Mateo, Alameda, San Francisco, Contra Costa, San Joaquin, Tuolumne, Calaveras, Amador, Sacramento, Solano, Marin, Sonoma, Napa, Yolo, Sutter, El Dorado, Placer, Nevada, Sierra, Lake, Yuba, Mendocino, and Colusa is :

Western Extrication Specialists Inc.

4350 Adam Rd , Simi Valley, CA 93063

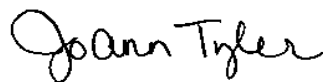
Contact: Dane Jackson

Tel: 805 624 7475

Email Djackson@holmatro-westx.com

For your sales and service solutions, please feel free to contact Western Extrication directly.
If you need any further information, or if I can be of assistance in any other way, please feel free to contact me as well.

Kind regards,



JoAnn Tyler
National Sales Manager
443-758-5495



holmatro
mastering power



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: May 4, 2021

TITLE: APPROVE RESOLUTION 2021-XX, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A UTILITY PHYSICAL SECURITY PLAN FOR MORENO VALLEY UTILITY PURSUANT TO CALIFORNIA PUBLIC UTILITIES COMMISSION DECISION 19-01-018

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution 2021-XX, a Resolution of the City Council of the City of Moreno Valley, California, adopting a Utility Physical Security Plan for Moreno Valley Utility pursuant to California Public Utilities Commission Decision 19-01-018.

SUMMARY

Staff recommends the City Council adopt Resolution 2021-XX, a Resolution of the City Council of the City of Moreno Valley adopting a Utility Physical Security Plan for Moreno Valley Utility (MVU) for 2021.

DISCUSSION

In 2013, Pacific Gas and Electric's (PG&E's) was subject to civil unrest, causing significant damage to equipment located within the substation. In response to the attack, the Federal Energy Regulatory Commission (FERC) directed the North American Reliability Corporation (NERC) to develop new physical security requirements. At the state level, Senate Bill (SB) 699 directed the California Public Utilities Commission (CPUC) to "consider adopting rules to address the physical security risks to the distribution systems" of the investor owned utilities (IOUs).

On January 10, 2019, the CPUC adopted D.19-01-018, which created a new physical security plan requirement. D.19-01-018 requires electric utilities to develop and implement a plan that (1) identifies if there are any high-value electric distribution substations that require greater protection against intentional physical attacks; (2) assesses the risks of a successful physical attack at any identified high-value distribution substation and determines if existing protective and resiliency measures effectively mitigate these risks; and (3) identifies additional needed mitigation measures if any risks are not already effectively mitigated. Electric utilities must complete a plan even if the utility does not identify any high-value distribution substations. Publicly Owned Utilities (“POUs”, such as MVU) generally follow the distribution system safety regulations adopted by the CPUC as key industry standards. D.19-01-018 directed POUs to present their plans to the own governing boards for approval.

The attached MVU Physical Security Plan has been developed in accordance with the process set forth in CPUC D.19-01-018. MVU selected Riverside County Sheriff’s Department – Moreno Valley Station and the Emergency Management Program Manager for the City of Moreno Valley to perform the qualified third party review and the results of that review are reflected in the final version of the plan.

Subsequent to the approval of MVU’s Physical Security Plan by the City Council, a qualified authority will review the Security Plan. Qualified authorities include the Department of Homeland Security’s Cybersecurity & Infrastructure Security Agency (CISA), the California Office of Emergency Services Critical Infrastructure Protection Unit (CIPU), and the regional fusion centers operating within California, which may include the Central California Intelligence Center (CCIC), Joint Regional Intelligence Center (JRIC), Northern California Regional Intelligence Center (NCRIC), Orange County Intelligence Assessment Center (OCIAC), and San Diego Law Enforcement Coordination Center (SD-LECC). MVU staff recommends that the City Council select this team of agencies to serve as the qualified authority for MVU’s Security Plan. When the lead agency for the team completes its review and provides MVU with any recommendations regarding this plan or MVU’s operations, then MVU will update or revise its Utility Physical Security Plan as appropriate, and bring the updated plan back to the City Council for approval.

ALTERNATIVES

1. Approve Resolution 2021-XX, a Resolution of the City Council of the City of Moreno Valley adopting a Utility Physical Security Plan for Moreno Valley Utility (MVU) for 2021. *Staff recommends this alternative as MVU will be in compliance with relevant industry standards for safety and security of MVU’s electric distribution system.*
2. Do not approve Resolution 2021-XX, a Resolution of the City Council of the City of Moreno Valley adopting a Utility Physical Security Plan for Moreno Valley Utility (MVU) for 2021. *Staff does not recommend this alternative as it would leave MVU inconsistent with the relevant industry standards for safety and security.*

FISCAL IMPACT

There are no fiscal impacts for the recommended action.

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.
Assistant City Manager/Public Works 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 provide protection for citizens who live, work and visit the City of Moreno Valley.

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

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. MVU Physical Security Plan and Review 05042021
- 2. Resolution Physical Security Plan 05042021

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/26/21 12:41 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 9:43 AM



MORENO VALLEY UTILITY SECURITY PLAN

**PUBLIC REPORT ON MORENO VALLEY UTILITY'S PHYSICAL
SECURITY PROGRAM FOR DISTRIBUTION-LEVEL FACILITIES**

May 04, 2021

Attachment: MVU Physical Security Plan and Review 05042021 (4339 : APPROVE RESOLUTION 2021-XX ADOPTING PHYSICAL SECURITY

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I. OVERVIEW

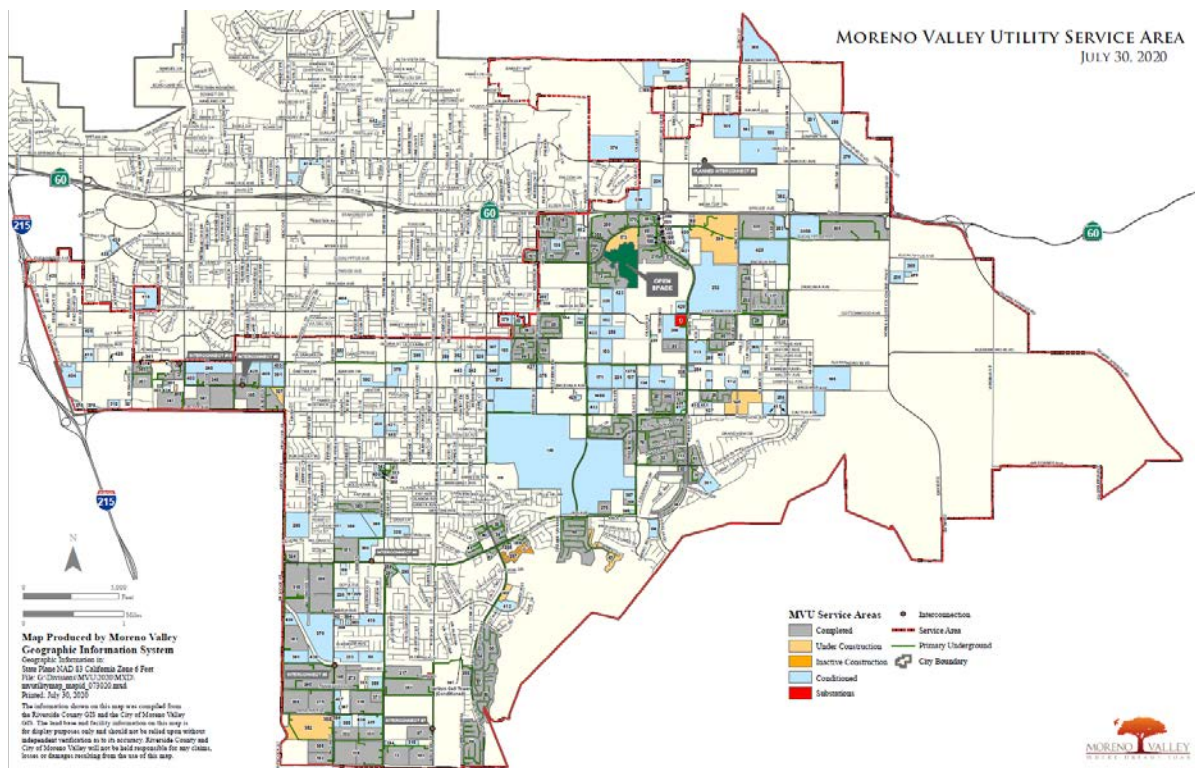
A. GOAL OF UTILITY SECURITY PLAN

Ensuring the safety of its facilities is a top priority for Moreno Valley Utility (MVU), and MVU prioritizes safety in all aspects of its design, operation, and maintenance practices. The overarching goal of this Utility Security Plan is to describe MVU's risk management approach toward distribution system physical security, with appropriate consideration of resiliency, impact, and cost.

MVU recognizes the importance of securing the safety and reliability of its electric system and, therefore, MVU voluntarily participated in the California Public Utilities Commission's (CPUC) Physical Security proceeding and has undertaken this assessment. In the spirit of continued voluntary cooperation, MVU offers the following in response to CPUC Decision 19-01-018.

B. DESCRIPTION OF MORENO VALLEY UTILITY

MVU was established in 2001 with the purpose of enhancing economic development in the City of Moreno Valley. As a "greenfield" utility, MVU provides electric service to new housing and business development, primarily located in undeveloped areas of the City. MVU now encompasses 33.48 square miles and serves 6,524 customers (as of December 2020) through approximately 129 miles of primary (12kV) underground distribution lines, two 115kV substations, one 34.5kV substation, and five 12kV interconnects.



Attachment: MVU Physical Security Plan and Review 05042021 (4339 : APPROVE RESOLUTION 2021-XX ADOPTING PHYSICAL SECURITY

C. RESULTS OF UTILITY SECURITY PLAN ASSESSMENT

Staff reviewed all of the distribution facilities that serve MVU customers to determine if any meet the Identification Factors listed in Section IV of this report and would therefore be considered a “Covered Distribution Facility”. These distribution facilities include the Kitching 115kV Substation, MoVal 115kV Substation, MoVal South 34.5kV Substation, Frederick 12kV interconnect, Globe 12kV interconnect, Graham 12kV interconnect, Iris 12kV interconnect, and Nandina 12kV interconnect. None of the MVU distribution facilities fall into any of the following categories:

1. Distribution Facility necessary for crank path, black start or capability essential to the restoration of regional electricity service that are not subject to the California Independent System Operator’s (CAISO) operational control and/or subject to North American Electric Reliability Corporation (NERC) Reliability Standard CIP-014-2 or its successors.
2. Distribution Facility that is the primary source of electrical service to a military installation essential to national security and/or emergency response services (may include certain airfields, command centers, weapons stations, emergency supply depots).
3. Distribution Facility that serves installations necessary for the provision of regional drinking water supplies and wastewater services (may include certain aqueducts, well fields, groundwater pumps, and treatment plants).
4. Distribution Facility that serves a regional public safety establishment (may include County Emergency Operations Centers; county sheriff’s department and major city police department headquarters; major state and county fire service headquarters; county jails and state and federal prisons; and 911 dispatch centers).
5. Distribution Facility that serves a major transportation facility (may include International Airport, Mega Seaport, other air traffic control center, and international border crossing).
6. Distribution Facility that serves as a Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development.
7. Distribution Facility that serves over 60,000 meters.

While MVU does not have any distribution facilities that fall into any of the categories above, the table below describes establishments that are located within the City of Moreno Valley and are **served by Southern California Edison (SCE)**:

Description	
Military installation essential to national security and/or emergency response services (may include certain airfields, command centers, weapons stations, emergency supply depots)	March Air Reserve Base
Installations necessary for the provision of regional drinking water supplies and wastewater services (may include certain aqueducts, well fields, groundwater pumps, and treatment plants)	Moreno Valley Regional Water Reclamation Facility
Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development	Riverside University Health System Medical center

II. BACKGROUND

On April 16, 2013, one or more individuals attacked equipment located within Pacific Gas and Electric Company's (PG&E) Metcalf Transmission Substation, ultimately damaging 17 transformers. These individuals also cut nearby fiber-optic telecommunication cables owned by AT&T. In response to the attack, the Federal Energy Regulatory Commission (FERC) directed the North American Electric Reliability Corporation (NERC) to develop new physical security requirements, resulting in the creation of CIP-014.

At the state level, Senator Jerry Hill authored SB 699 (2014), directing the CPUC to "consider adopting rules to address the physical security risks to the distribution systems of electrical corporations." In response to SB 699, the CPUC's Safety and Enforcement Division, Risk Assessment and Safety Advisory Section (RASA) prepared a white paper proposing a new requirement for investor owned utilities (IOUs) and publicly owned utilities (POUs) to develop security plans that would identify security risks to their distribution and transmission systems, and propose methods to mitigate those risks. The CPUC hosted a series of workshops to better understand the state of utility physical security protections and to seek input on refining their proposal.

In order to support a statewide improvement of how utilities address distribution level physical security risks, the California Municipal Utilities Association (CMUA), which is the statewide trade association for POUs, coordinated with the state's IOUs to develop a comprehensive Straw Proposal¹ (Joint IOU/POU Straw Proposal) for a process to identify at-risk facilities and, if necessary, develop physical security mitigation plans. As a member of CMUA, MVU staff participated in the development of the Joint IOU/POU Straw Proposal through a CMUA working group as well as through direct meetings with the IOUs. The Joint IOU/POU Straw Proposal set out a process for the following: (1) identifying if the utility has any high priority distribution facilities; (2) evaluating the potential risks to those high priority distribution facilities; (3) for the distribution facilities where the identified risks are not effectively mitigated through existing resilience/security measures, developing a mitigation plan; (4) obtaining third party reviews of the mitigation plans; (5) adopting a document retention policy; (6) ensuring a review process established by the POU governing board; and (7) implementing information sharing protocols.

RASA filed a response² to the Joint IOU/POU Straw Proposal that recommended various modifications and clarifications, including a six step process. Additionally, RASA recommended that the utility mitigation plans include: (1) an assessment of supply chain vulnerabilities; (2) training programs for law enforcement and utility staff to improve communication during physical security events; and (3) an assessment of any nearby communication utility infrastructure that supports priority distribution substations.

In early 2019, the CPUC approved Decision (D.) 19-01-018, which adopted the Joint IOU/POU Straw Proposal as modified by the RASA proposal, with additional clarifications and guidance. D.19-01-018 clarified that where there is a conflict between the Straw Proposal and the RASA proposal, then it is the rule in the RASA proposal that controls.³

¹ Straw Proposal available at:

https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/Safety/Risk_Assessment/physicalsecurity/R1506009-Updated%20Joint%20Straw%20Proposal%20and%20Cover%20083117%20Filing.pdf.

² RASA Response available at:

https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/Safety/Risk_Assessment/physicalsecurity/Final%20Staff%20Recommendation%20for%20Commission%20Consideration%20010318.pdf.

³ D.19-01-018 at 43, footnote 58 ("Should there be any question of which shall predominate should there be any incongruity or conflict between a utility or SED RASA recommended rule, the SED RASA rule shall apply.").

D.19-01-018 asserted that the POUs should utilize the Utility Security Plan process described therein. MVU is following the process and issuing this report at this time to reflect its existing commitment to safety and to protecting its ratepayers' investment by taking reasonable and cost-effective measures in an effort to safeguard key assets of its distribution system.

III. PLAN DEVELOPMENT PROCESS

A. PHYSICAL SECURITY PRINCIPLES

The Joint IOU/POU Straw Proposal seeks to support the creation of a risk management approach toward distribution system physical security, with appropriate considerations of resiliency, impact, and cost. In order to accomplish this risk-based approach, the Joint IOU/POU Straw Proposal identifies several principles to guide the development of each individual utility's program. These principles are the following:

1. Distribution systems are not subject to the same physical security risks and associated consequences, including threats of physical attack by terrorists, as the transmission system.
2. Distribution utilities will not be able to eliminate the risk of a physical attack occurring, but certain actions can be taken to reduce the risk or consequences, or both, of a significant attack.
3. A one-size-fits-all standard or rule will not work. Distribution utilities should have the flexibility to address physical security risks in a manner that works best for their systems and unique situations, consistent with a risk management approach.
4. Protecting the distribution system should consider both physical security protection and operational resiliency or redundancy.
5. The focus should not be on all Distribution Facilities, but only those that risk dictates would require additional measures.
6. Planning and coordination with the appropriate federal and state regulatory and law enforcement authorities will help prepare for attacks on the electrical distribution system and thereby help reduce or mitigate the potential consequences of such attacks.

B. Utility Security Plan Development Process

MVU utilized a multi-step process to develop this Utility Security Plan that is consistent with the Joint IOU/POU Straw Proposal and D.19-01-018. The relevant six steps of that process are the following:

STEP 1: ASSESSMENT/PLAN DEVELOPMENT

MVU staff and/or consultants prepare a Draft Utility Security Plan through the process set forth in Steps 1A, 1B, and 1C.

STEP 1A: IDENTIFY COVERED DISTRIBUTION FACILITIES

MVU will evaluate all distribution-level facilities in its service territory that are subject to its control to determine if any facility meets D.19-01-018's definition of a "Covered Distribution Facility" using the seven factors identified in the Joint IOU/POU Straw Proposal.

STEP 1B: PERFORM RISK ASSESSMENT

For every individual Covered Distribution Facility identified pursuant to Step 1A, MVU will perform an evaluation of the potential risks associated with a successful physical attack on that Covered Distribution Facility, and whether existing grid resiliency, back-up generation, and/or physical security measures appropriately mitigate identified risks.

STEP 1C: DEVELOP MITIGATION PLAN

If there are any individual Covered Distribution Facilities where the Risk Assessment performed pursuant to Step 1B finds that the existing mitigation and/or resiliency measures do not effectively mitigate the identified risks, then MVU will develop a Mitigation Plan for that Covered Distribution Facility. The Mitigation Plan will use a risk-based approach to select reasonable and cost-effective measures that can either be security focused (e.g., walls or alarms) or resiliency focused (e.g., adequate spare parts).

STEP 2: INDEPENDENT REVIEW

For every Utility Security Plan cycle, MVU will document the results of the identification process, risk assessment, and Mitigation Plan development performed pursuant to Steps 1A, 1B, and 1C. This documentation in combination with narrative description in Section IX below, constitutes MVU's Draft Utility Security Plan. Each Draft Utility Security Plan is submitted to a Qualified Third Party for Independent Review. The Qualified Third Party Reviewer will then issue an evaluation that identifies any potential deficiencies in the Draft Utility Security Plan as well as recommendations for improvements. MVU will then modify its plan to address any identified deficiencies or recommendations, or will document the reasons why any recommendations were not adopted. The combination of the Draft Utility Security Plan, the non-confidential conclusions of the Qualified Third Party Reviewer, and MVU's responses to the Qualified Third Party Review will constitute MVU's Utility Security Plan.

STEP 3: VALIDATION

MVU will submit its Utility Security Plan to a qualified authority for review. Such entity will provide additional feedback and evaluation of MVU's Utility Security Plan and, to the extent that this entity is authorized, such entity deems the Utility Security Plan as adequate.

STEP 4: ADOPTION

MVU's Utility Security Plan will be presented to and adopted by MVU's governing board, the City Council of the City of Moreno Valley, at a public meeting.

STEP 5: MAINTENANCE

MVU will refine and update the Utility Security as appropriate and as necessary to preserve plan integrity.

STEP 6: REPEAT PROCESS

MVU will repeat this six step process at least once every five years.

IV. IDENTIFICATION OF COVERED DISTRIBUTION FACILITIES (STEP 1A)

As described in Section III, Step 1A of the Utility Security Plan process involves assessing all distribution-level facilities that are subject to the control of MVU to determine which facilities are “Covered Distribution Facilities” subject to the need for a risk assessment. This Section describes the factors that MVU used to evaluate its distribution facilities and the results of its evaluation.

A. IDENTIFICATION FACTORS

The Joint IOU/POU Straw Proposal defines seven screening factors to determine if a facility is a “Covered Distribution Facility.” Some factors require additional definitions and/or clarifications in order to be applied to MVU’s facilities. The following Table provides the Joint IOU/POU Straw Proposal’s Factors as modified/clarified by MVU.

Factor	Joint IOU/POU Straw Proposal Description	Additional Clarification
1	Distribution Facility necessary for crank path, black start or capability essential to the restoration of regional electricity service that are not subject to the California Independent System Operator’s (CAISO) operational control and/or subject to North American Electric Reliability Corporation (NERC) Reliability Standard CIP-014-2 or its successors	No additional clarification.
2	Distribution Facility that is the primary source of electrical service to a military installation essential to national security and/or emergency response services (may include certain airfields, command centers, weapons stations, emergency supply depots)	No additional clarification.
3	Distribution Facility that serves installations necessary for the provision of regional drinking water supplies and wastewater services (may include certain aqueducts, well fields, groundwater pumps, and treatment plants)	An installation provides “regional drinking water supplies and wastewater services” if it is the primary source of drinking water supply or wastewater services for over 40,000 customer accounts for an area with a population of over 100,000.
4	Distribution Facility that serves a regional public safety establishment (may include County Emergency Operations Centers; county sheriff’s department and major city police department headquarters; major state and county fire service headquarters; county jails and state and federal prisons; and 911 dispatch centers)	MVU defines “regional public safety establishment” as any of the following: (1) Headquarters of a major police or fire department serving 1.5 million population with at least 1,000 sworn officers; (2) County Sheriff’s Department Headquarters; (3) County Emergency Operations Center; (4) County/State Fire headquarters; (5) a California State Prison; (5) a United States Penitentiary; or (6) a Federal Correctional Institute.
5	Distribution Facility that serves a major transportation facility (may include International Airport, Mega Seaport, other air traffic control center, and international border crossing)	In addition to the facilities listed in the Joint IOU/POU Straw Proposal, MVU defines a “major transportation facility” as any transportation facility that has (1) an average of 600 or more flights per day; or

		(2) over 50,000 passengers arriving or departing per day.
6	Distribution Facility that serves as a Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development	No additional clarification.
7	Distribution Facility that serves over 60,000 meters	No additional clarification.

B. IDENTIFICATION ANALYSIS

In performing this identification analysis, MVU is assessing all distribution level facilities that are subject to its exclusive control, or if the facility is jointly owned, the joint ownership agreement identifies MVU as the entity responsible for operation and maintenance. The specific types of facilities include substations and 12kV interconnects.

Based on this scope, MVU has identified zero (0) facilities that are subject to this identification analysis.

While MVU does not have any distribution facilities that fall into any of the categories above, the table below describes establishments that are located within the City of Moreno Valley and are **served by Southern California Edison (SCE)**:

Description	
Military installation essential to national security and/or emergency response services (may include certain airfields, command centers, weapons stations, emergency supply depots)	March Air Reserve Base
Installations necessary for the provision of regional drinking water supplies and wastewater services (may include certain aqueducts, well fields, groundwater pumps, and treatment plants)	Moreno Valley Regional Water Reclamation Facility
Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development	Riverside University Health System Medical center

V. RISK ASSESSMENT (STEP 1B)

A. METHODOLOGY

Pursuant to the process identified in the Joint IOU/POU Straw Proposal and D.19-01-018, MVU will assess the potential risks associated with a successful physical attack on each of the Covered Distribution Facilities identified in Section IV above. For purpose of this analysis, a physical attack is limited to the following: (1) theft; (2) vandalism; and (3) discharge of a firearm. A “successful physical attack” is limited to circumstances where a theft, vandalism, and/or the discharge of a firearm has directly led to the failure of any elements of the Covered Distribution Facility that are necessary to provide uninterrupted service to the specific load identified in Section IV.

In order to perform this risk analysis, MVU evaluates the relative risk that (1) a physical attack on a Covered Distribution Facility will be successful considering the protective measures in place; or (2) that the impacts of a successful attack will be mitigated due to resiliency and other measures in place.

B. MITIGATION MEASURES

D.19-01-018 identifies the specific mitigation measures that a utility should consider when performing this risk analysis. The following table lists these mitigation measures and provides MVU’s additional clarifications that are necessary to apply these measures to the MVU’s territory.

Measure	D.19-01-018 Description	Additional Clarification
1	The existing system resiliency and/or redundancy solutions (e.g., switching the load to another substation or circuit capable of serving the load, temporary circuit ties, mobile generation and/or storage solutions).	No additional clarification.
2	The availability of spare assets to restore a particular load.	No additional clarification.
3	The existing physical security protections to reasonably address the risk.	No additional clarification.
4	The potential for emergency responders to identify and respond to an attack in a timely manner.	Each facility is evaluated based on the likelihood that a law enforcement officer would generally be able to arrive at the Covered Distribution Facility within 15 minutes of a report from the public of a break-in or attack, or of MVU notifying the law enforcement agency of triggering of an alarm at the facility.
5	Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather.	MVU evaluated this element based on the proximity of the Covered Distribution Facility to populated areas and the extent to which the interior of the facility is shielded from view and access due to walls, vegetation, or other physical obstructions.

6	History of criminal activity at the Distribution Facility and in the area.	[POU] evaluated the property crime rates in the immediate vicinity of the Covered Distribution Facility and compared those crimes rates to property crime rates for the county and the state to determine if the area is subject to a higher than average incidence of property related crimes.
7	The availability of other sources of energy to serve the load (e.g., customer owned back-up generation or storage solutions).	No additional clarification.
8	The availability of alternative ways to meet the health, safety, or security of Distribution Facilities and personnel.	No additional clarification.
9	Requirements served by the load (e.g., back up command center or water storage facility).	No additional clarification.

C. RISK ASSESSMENT

Based on the process described in the Joint IOU/POU Straw Proposal and the direction provided in D.19-01-018, MVU has determined that there are no Covered Distribution Facilities identified in Section IV. Although MVU has no Covered Distribution Facilities, MVU takes security at its key Distribution Facilities seriously and has taken measures to protect the safety and security of these facilities for the benefit of both the utility and its customers. The following risk mitigating measures have been installed at MVU’s two 115kv substations: (1) installation of security cameras and infrared systems; (2) 24/7 monitoring; (3) coded security gates; (4) placement of either barbed wire or spikes on top of the perimeter walls; (5) redundant transformers; and (6) protocols and procedures in place to switch load in the event of a loss of a transformer.

VI. COVERED DISTRIBUTION FACILITY MITIGATION PLANS (STEP 1C)

Pursuant to the process identified in the Joint IOU/POU Straw Proposal and D.19-01-018, MVU has determined that MVU has no Covered Distribution Facilities. If MVU had any Covered Distribution Facilities, this section would describe the Mitigation Plan that MVU would have developed for each of these Covered Distribution Facilities.

A. SUBSTATION 1 MITIGATION PLAN

Not applicable

B. SUBSTATION 5 MITIGATION PLAN

Not applicable

VII. INDEPENDENT EVALUATION AND RESPONSE (STEP 2)

A. REQUIREMENTS FOR QUALIFIED THIRD PARTY REVIEW

D.19-01-018 specifies the following criteria for a Qualified Third Party Reviewer:

Independence: A Qualified Third Party Reviewer cannot be a division of the POU. A governmental entity can select as the third-party reviewer another governmental entity within the same political subdivision, so long as the entity has the appropriate expertise, and is not a division of the POU that operates as a functional unit, i.e., a municipality could use its police department as its third-party reviewer if it has the appropriate expertise.

Adequate Qualifications: A Qualified Third Party Reviewer must be an entity or organization with electric industry physical security experience and whose review staff has appropriate physical security expertise, which means that it meets at least one of the following: (1) an entity or organization with at least one member who holds either an ASIS International Certified Protection Professional (CPP) or Physical Security Professional (PSP) certification; (2) an entity or organization with demonstrated law enforcement, government, or military physical security expertise; or (3) an entity or organization approved to do physical security assessments by the CPUC, Electric Reliability Organization, or similar electrical industry regulatory body.

B. IDENTIFICATION OF THIRD PARTY REVIEWER

The Emergency Management Program Manager for the City of Moreno Valley reviewed the evaluation of the identification of covered distribution facilities in accordance with the Joint IOU/POU Straw Proposal's Factors as modified/clarified by MVU. In addition, the Riverside County Sheriff's Department Administrative Lieutenant for the Moreno Valley Station reviewed the Risk Assessment for the two MVU 115kV substations.

C. PUBLIC RESULTS OF THIRD PARTY EVALUATION

The Emergency Management Program Manager for the City of Moreno Valley concurred with the evaluation of the identification of covered distribution facilities in accordance with the Joint IOU/POU Straw Proposal's Factors as modified/clarified by MVU. The Administrative Lieutenant agreed with the risk mitigating measures in place at the two 115kV substations and did not have any recommendations for the installation of additional measures.

D. MVU RESPONSE

No additional risk mitigation measures will be installed at MVU's two 115kV substations.

VIII. VALIDATION (STEP 3)

A. SELECTION OF QUALIFIED AUTHORITY

A multi-agency team is available to review POU Physical Security Plans. This team includes the Department of Homeland Security's Cybersecurity & Infrastructure Security Agency (CISA), the California Office of Emergency Services Critical Infrastructure Protection Unit (CIPU), and the regional fusion centers operating within California, which may include the Central California Intelligence Center (CCIC), Joint Regional Intelligence Center (JRIC), Northern California Regional Intelligence Center (NCRIC), Orange County Intelligence Assessment Center (OCIAAC), and San Diego Law Enforcement Coordination Center (SD-LECC). This team of agencies has coordinated with California's POUs and has agreed to be available to review individual POU Physical Security Plans if the POU desires. CISA, CIPU, and the relevant regional fusion center will assign one agency to lead the review process for each POU that requests a review. This security assessment process can include both a review of the Physical Security Plan and associated documents, as well as in-the-field assessments of identified facilities, as appropriate. The format of the report summarizing the lead agency's recommendations will depend upon which agency assumes the lead role for that individual POU's Physical Security Plan, which will be determined by the agencies' staffing availability and workload, and will utilize existing procedures to the extent possible. The timing for the completion of this review will depend on the availability of the necessary agency staff as well as competing requirements for these agencies, such as the occurrence of an emergency or security event.

MVU has informed the multi-agency team that it intends to submit this Physical Security Plan to it for review after the adoption of this plan by the City Council. When the lead agency for the team completes its review and provides MVU with any recommendations regarding this plan or MVU's operations, then MVU may update or revise its Physical Security Plan as appropriate, and submit it to Riverside County Sheriff's Office – Moreno Valley Station for review before seeking adoption by the City Council.

IX. NARRATIVE DESCRIPTIONS FOR UTILITY SECURITY PLAN

A. ASSET MANAGEMENT PROGRAM

MVU will be part of a city-wide project to secure and implement an asset management program that will begin in 2021. The goal of the asset management program is to promote optimization and quality assurance for tracking and locating spare parts stock, ensuring availability, and the rapid dispatch of available spare parts.

B. WORKFORCE TRAINING AND RETENTION PROGRAM

MVU, through its long-term relationship with its O&M provider, has a full roster of highly-qualified service technicians able to respond to make repairs in short order throughout MVU's service territory using spare parts stockpiles and inventory.

C. PREVENTATIVE MAINTENANCE PLAN

MVU, through its long-term relationship with its O&M provider, performs annual routine and detailed inspection activities in accordance with General Orders 165 and 174. If an issue is discovered during annual inspection, the issue is immediately resolved. In addition, any issues are identified on any distribution facilities, steps are taken to resolve the issue as soon as possible to ensure facilities are performing adequately and to minimize impacts to customers.

D. PHYSICAL SECURITY EVENT TRAINING

MVU conducts table-top exercises and is planning a field exercise designed to optimize communication between field personnel and Emergency Operation Center (EOC) personnel. The training focuses not only on natural disasters, but also a physical security event.

RIVERSIDE COUNTY SHERIFF'S OFFICE – MORENO VALLEY STATION

QUALIFIED THIRD PARTY REVIEW OF MVU'S PHYSICAL SECURITY PROGRAM FOR DISTRIBUTION- LEVEL FACILITIES

May 04, 2021

I. IDENTIFICATION OF THIRD PARTY REVIEWER

The Emergency Management Program Manager for the City of Moreno Valley reviewed the evaluation of the identification of covered distribution facilities in accordance with the Joint IOU/POU Straw Proposal's Factors as modified/clarified by Moreno Valley Utility (MVU). In addition, the Riverside County Sheriff's Department Administrative Lieutenant for the Moreno Valley Station reviewed the Risk Assessment for the two MVU 115kV substations.

II. PHYSICAL SECURITY PLANS FOR DISTRIBUTION-LEVEL FACILITIES

A. ELECTRIC UTILITY SECURITY PLANS REQUIREMENTS

California Public Utilities Commission (CPUC) Decision (D.) 19-01-018 directs all electric utilities to develop a physical security plan for the distribution-level facilities located within the electric utility's service territory. Publicly owned electric utilities (POUs) generally treat the CPUC's safety rules for electric supply systems as key industry standards. Accordingly, MVU has developed a Utility Security Plan consistent with the direction provided in D.19-01-018. Specifically, these Utility Security Plans must do the following: (1) assess whether any MVU-controlled distribution level facilities are necessary to maintain electric service to a critical load with regional impacts; (2) if such facilities are identified, then the Utility Security Plan must evaluate whether existing security measures sufficiently reduce the risk of a successful attack or mitigate the impacts of successful attack; and (3) for any facility where the existing security measures are found to not be sufficient, develop a mitigation plan to address these issues. D.19-01-018 further directs electric utilities to have a qualified third party evaluate the Utility Security Plan and identify any potential deficiencies as well as provide any recommendations for improvements.

This report serves as the Qualified Third Party Review of MVU's Utility Security Plan. In summary, this report finds the following:

- **Identification:** The Emergency Management Program Manager for the City of Moreno Valley agrees with MVU's determination that there are no "covered facilities" (as defined in the MVU Utility Security Report), that are controlled by MVU and which are located within MVU's service territory.
- **Risk Assessment:** The Riverside County Sheriff's Administrative Lieutenant for the Moreno Valley Station agreed with the risk mitigating measures in place at MVU's two 115kV substations and did not have any recommendations for the installation of additional measures.
- **Mitigation Plans:** No mitigation plan was performed.
- **Other Recommendations for Improvements:** there were no additional risk mitigating measures identified for MVU's two 115kV substations.

B. QUALIFIED THIRD PARTY REVIEWER REQUIREMENTS

D.19-01-018 specifies that a Qualified Third Party Reviewer must meet both of the following requirements:

Independence: A Qualified Third Party Reviewer cannot be a division of the POU. A governmental entity can select as the third-party reviewer another governmental entity within the same political

subdivision, so long as the entity has the appropriate expertise, and is not a division of the POU that operates as a functional unit, i.e., a municipality could use its police department as its third-party reviewer if it has the appropriate expertise.

Adequate Qualifications: A Qualified Third Party Reviewer must be an entity or organization with electric industry physical security experience and whose review staff has appropriate physical security expertise, which means that it meets at least one of the following: (1) an entity or organization with at least one member who holds either an ASIS International Certified Protection Professional (CPP) or Physical Security Professional (PSP) certification; (2) an entity or organization with demonstrated law enforcement, government, or military physical security expertise; or (3) an entity or organization approved to do physical security assessments by the CPUC, Electric Reliability Organization, or similar electrical industry regulatory body.

The Emergency Management Program Manager and the Riverside County Sheriff's Administrative Lieutenant for the Moreno Valley Station meet the "independence" requirements because they are not within a division of MVU. Further, the Emergency Management Program Manager has adequate qualifications to readily identify critical installations with regional impacts located in Moreno Valley. The Riverside County Sheriff's Administrative Lieutenant for the Moreno Valley Station has adequate qualifications to assess the existing security measures at the two MVU substations and make recommendations for any additional security measures. Therefore, the Emergency Management Program Manager and the Riverside County Sheriff's Administrative Lieutenant for the Moreno Valley Station meet both of the relevant requirements and are eligible to serve as a Qualified Third Party Reviewers.

C. UTILITY SECURITY PLAN REQUIREMENTS

D.19-01-018 provides the following three step process for the identification, risk-assessment, and mitigation plan development elements of a Utility Security Plan.

STEP 1A: IDENTIFY COVERED DISTRIBUTION FACILITIES

MVU evaluates all distribution-level facilities in its service territory that are subject to its control in order to determine if any facility meets the definition of a "Covered Distribution Facility," using the seven factors identified in the Joint IOU/POU Straw Proposal, as further defined in the MVU Utility Security Plan.

STEP 1B: PERFORM RISK ASSESSMENT

For every individual Covered Distribution Facility identified pursuant to Step 1A, MVU performs an evaluation of the potential risks associated with a successful physical attack on that Covered Distribution Facility, and whether existing grid resiliency, back-up generation, and/or physical security measures appropriately mitigate the identified risks.

STEP 1C: DEVELOP MITIGATION PLAN

If there are any individual Covered Distribution Facilities where the Risk Assessment performed pursuant to Step 1B finds that the existing mitigation and/or resiliency measures do not effectively mitigate the identified risks, then MVU will develop a Mitigation Plan for that Covered Distribution Facility. The Mitigation Plan will use a risk-based approach to select reasonable and cost-effective measures that can either be security focused (e.g., walls or alarms) or resiliency focused (e.g., adequate spare parts).

This report evaluates each of these three steps in the Utility Security Plan development process.

III. EVALUATION OF MVU UTILITY SECURITY PLAN

A. IDENTIFICATION OF COVERED DISTRIBUTION FACILITIES (STEP 1A)

The Joint IOU/POU Straw Proposal defines seven screening factors to determine if a facility is a “Covered Distribution Facility.” Those factors are further defined in the MVU Utility Security Plan. The following table provides the Emergency Management Program Manager’s assessment of the identification analysis performed by MVU.

Factor	Joint IOU/POU Straw Proposal Description	Identification in MVU Plan	Assessment of Qualified Third Party
1	Distribution Facility necessary for crank path, black start or capability essential to the restoration of regional electricity service that are not subject to the California Independent System Operator’s (CAISO) operational control and/or subject to North American Electric Reliability Corporation (NERC) Reliability Standard CIP-014-2 or its successors	No facilities identified	Third Party Reviewer Assessment: MVU correctly determined that no Distribution Facility is necessary for the purposes identified in factor 1.
2	Distribution Facility that is the primary source of electrical service to a military installation essential to national security and/or emergency response services (may include certain airfields, command centers, weapons stations, emergency supply depots)	No facilities identified	Third Party Reviewer Assessment: MVU correctly determined that no Distribution Facility is the primary source of electrical service for a location identified in factor 2. No military installations are served by MVU
3	Distribution Facility that serves installations necessary for the provision of regional drinking water supplies and wastewater services (may include certain aqueducts, well fields, groundwater pumps, and treatment plants) Additional Clarification: An installation provides “regional drinking water supplies and wastewater services” if it is the primary source of drinking water supply or wastewater services for over 40,000 customer accounts for an area with a population of over 100,000.	No facilities identified	Third Party Reviewer Assessment: MVU correctly determined that no Distribution Facility is necessary for a facility meeting the definition in factor 3. No facility in MVU’s service territory is the primary source of drinking water or wastewater services for over 40,000 customers or for an area with over 100,000 residents.
4	Distribution Facility that serves a regional public safety establishment (may include County Emergency Operations Centers; county sheriff’s department and major city police department headquarters; major state and county fire service headquarters; county jails and state and federal prisons; and 911 dispatch centers)	No facilities identified	Third Party Reviewer Assessment: MVU correctly determined that no Distribution Facility serves a regional public safety establishment as defined in factor 4.

Factor	Joint IOU/POU Straw Proposal Description	Identification in MVU Plan	Assessment of Qualified Third Party
	Additional Clarification: MVU defines “regional public safety establishment” as any of the following: (1) Headquarters of a major police or fire department serving 1.5 million population with at least 1,000 sworn officers; (2) County Sheriff’s Department Headquarters; (3) County Emergency Operations Center; (4) County/State Fire headquarters; (5) a California State Prison; (5) a United States Penitentiary; or (6) a Federal Correctional Institute.		
5	Distribution Facility that serves a major transportation facility (may include International Airport, Mega Seaport, other air traffic control center, and international border crossing) Additional Clarification: In addition to the facilities listed in the Joint IOU/POU Straw Proposal, MVU defines a “major transportation facility” as any transportation facility that has (1) an average of 600 or more flights per day; or (2) over 50,000 passengers arriving or departing per day.	No facilities identified	Third Party Reviewer Assessment: MVU correctly determined that no Distribution Facility serves a major transportation facility as defined in factor 5.
6	Distribution Facility that serves as a Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development	No facilities identified	Third Party Reviewer Assessment: MVU correctly determined that no Distribution Facility serves a Level 1 Trauma Center.
7	Distribution Facility that serves over 60,000 meters	No facilities identified	Third Party Reviewer Assessment: MVU correctly determined that no Distribution Facility serves over 60,000 meters.

Summary of Third Party Reviewer Assessment: Based on the analysis described above, the Emergency Management Program Manager has determined that MVU correctly identified no Distribution Facilities as meeting the definition for a Covered Facility.

In addition, while MVU does not have any distribution facilities that fall into any of the descriptions above, the table below does describe critical regional facilities located in the City of Moreno Valley and are served by Southern California Edison (SCE).

Description	
Military installation essential to national security and/or emergency response services (may include certain airfields, command centers, weapons stations, emergency supply depots)	March Air Reserve Base
Installations necessary for the provision of regional drinking water supplies and wastewater services (may include certain aqueducts, well fields, groundwater pumps, and treatment plants)	Moreno Valley Regional Water Reclamation Facility
Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development	Riverside University Health System Medical center

The Emergency Management Program Manager and the Riverside County Sheriff’s Administrative Lieutenant for the Moreno Valley Station agree with MVU’s determination to voluntarily perform a risk analysis on distribution facilities that are of high value, while not meeting the definitions above. For purposes of this report, these substations are referred to as “Voluntary Distribution Facilities.” Specifically, Moreno Valley Substation and Kitching Substation serve loads that support important public safety and health functions, such as the Emergency Operations Center and Public Safety Building for the City of Moreno Valley and therefore merit further risk assessment.

B. REVIEW OF RISK ASSESSMENT (STEP 1B)

MVU’s Utility Security Plan assessed the potential risks associated with a successful physical attack on each of the substations as identified in Step 1A. For purpose of this analysis, a physical attack is limited to the following: (1) theft; (2) vandalism; and (3) discharge of a firearm. A “successful physical attack” is limited to circumstances where a theft, vandalism, and/or the discharge of a firearm has directly led to the failure of any elements of Moreno Valley Substation and Kitching Substation that are necessary to provide uninterrupted service to any relevant public health and safety loads, as described above.



For this review, the Riverside County Sheriff’s Administrative Lieutenant for Moreno Valley Station assessed MVU’s evaluation of the relative risk that (1) a physical attack on a Substation Distribution Facility will be successful considering the protective measures in place; or (2) that the impacts of a successful attack will be mitigated due to resiliency and other measures in place. To perform this review, the Lieutenant reviewed the existing security measures in place at each Substation. The following table provides a summary of the Lieutenant’s evaluation for each identified Substation.

1. MORENO VALLEY SUBSTATION RISK ASSESSMENT

Review of Risk Mitigation Assessment for Moreno Valley Substation			
Measure	Risk Mitigation Category	MVU’s Assessment	Third Party Reviewer Evaluation
1	The existing system resiliency and/or redundancy solutions (e.g., switching the load to another substation or circuit capable of serving the load, temporary circuit ties, mobile generation and/or storage solutions).	Load can physically be switched from one substation to another during most of the year.	Third Party Reviewer Evaluation: Concur
2	The existing physical security protections to reasonably address the risk.	The following risk mitigating measures have been installed at Moreno Valley substation: (1) installation of security cameras and infrared systems; (2) 24/7 monitoring; (3) coded security gates; (4) placement of barbed wire on top of the perimeter walls; (5) redundant transformers; and (6) protocols and procedures in place to switch load in the event of a loss of a transformer.	Third Party Reviewer Evaluation: Existing risk mitigation measures are sufficient protections to reasonably address the risk of a physical attack.

Review of Risk Mitigation Assessment for Moreno Valley Substation			
Measure	Risk Mitigation Category	MVU's Assessment	Third Party Reviewer Evaluation
3	The potential for emergency responders to identify and respond to an attack in a timely manner.	Emergency responders would generally be able to arrive at the Substation within 15 minutes of a report.	<i>Third Party Reviewer Evaluation: Concur</i>
	Additional Clarification: Each facility is evaluated based on the likelihood that a law enforcement officer would generally be able to arrive at the Covered Distribution Facility within 15 minutes of a report from the public of a break-in or attack, or of MVU notifying the law enforcement agency of triggering of an alarm at the facility.		
4	Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather.	Moreno Valley Substation is surrounded by 8 foot walls and topped with barbed wire. In addition, there is landscaping (trees and shrubs) outside of the walls.	<i>Third Party Reviewer Evaluation: Concur.</i>
	Additional Clarification: MVU evaluated this element based on the proximity of the Covered Distribution Facility to populated areas and the extent to which the interior of the facility is shielded from view and access due to walls, vegetation, or other physical obstructions.		

Review of Risk Mitigation Assessment for Moreno Valley Substation			
Measure	Risk Mitigation Category	MVU's Assessment	Third Party Reviewer Evaluation
5	History of criminal activity at the Distribution Facility and in the area.	Theft of copper from the Substation occurred over a two-month period in late 2011. As a result, security cameras and an infrared beam system were installed. Both systems are monitored 24/7. No incidents have occurred since. The camera system has since been upgraded and is now tied directly to the police station as well as the utility's call center.	Third Party Reviewer Evaluation: Existing measures are adequate.

Risk Assessment Conclusion for Moreno Valley Substation: MVU correctly determined that existing measures are sufficient to mitigate risk of a physical attack. MVU correctly determined that no mitigation plan is warranted.

2. KITCHING SUBSTATION RISK ASSESSMENT

Review of Risk Mitigation Assessment for Kitching Substation			
Measure	Risk Mitigation Category	MVU's Assessment	Third Party Reviewer Evaluation
1	The existing system resiliency and/or redundancy solutions (e.g., switching the load to another substation or circuit capable of serving the load, temporary circuit ties, mobile generation and/or storage solutions).	Load can physically be switched from one substation to another during most of the year.	Third Party Reviewer Evaluation: Concur
2	The existing physical security protections to reasonably address the risk.	The following risk mitigating measures have been installed at Kitching substation: (1) installation of security cameras and infrared systems; (2) 24/7 monitoring; (3) coded security gates; (4) placement of spikes on top of the perimeter walls; (5) redundant transformers; and (6) protocols and procedures in place to switch load in the event of a loss of a transformer.	Third Party Reviewer Evaluation: Existing risk mitigation measures are sufficient protections to reasonably address the risk of a physical attack.
3	The potential for emergency responders to identify and respond to an attack in a timely manner.	Emergency responders would generally be able to arrive at the Substation within 15 minutes of a report.	Third Party Reviewer Evaluation: Concur

Review of Risk Mitigation Assessment for Kitching Substation			
Measure	Risk Mitigation Category	MVU's Assessment	Third Party Reviewer Evaluation
	<p>Additional Clarification: Each facility is evaluated based on the likelihood that a law enforcement officer would generally be able to arrive at the Covered Distribution Facility within 15 minutes of a report from the public of a break-in or attack, or of MVU notifying the law enforcement agency of triggering of an alarm at the facility.</p>		
4	<p>Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather.</p> <p>Additional Clarification: MVU evaluated this element based on the proximity of the Covered Distribution Facility to populated areas and the extent to which the interior of the facility is shielded from view and access due to walls, vegetation, or other physical obstructions.</p>	<p>Kitching Substation is in an industrial area and is surrounded by 8 foot walls and topped with spikes. In addition, there is landscaping (trees and shrubs) outside of the walls.</p>	<p>Third Party Reviewer Evaluation: Concur.</p>
5	<p>History of criminal activity at the Distribution Facility and in the area.</p>	<p>No incidents have occurred at the substation. There is constant activity in the area as many of the neighboring businesses operate 24/7.</p>	<p>Third Party Reviewer Evaluation: Existing measures are adequate.</p>

Risk Assessment Conclusion for Kitching Substation: MVU correctly determined that existing measures are sufficient to mitigate risk of a physical attack. MVU correctly determined that no mitigation plan is warranted.

C. VOLUNTARY DISTRIBUTION FACILITY MITIGATION PLANS (STEP 1C)

MVU's Utility Security Plan identified no Distribution Facilities for which the existing mitigation measures did not adequately address the identified risks. Therefore, no individual substation mitigation plans were prepared. As described above, the Lieutenant agrees with this determination and does not recommend any additional mitigation measures be employed at any MVU distribution facilities.

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A UTILITY PHYSICAL SECURITY PLAN FOR MORENO VALLEY UTILITY PURSUANT TO CALIFORNIA PUBLIC UTILITIES COMMISSION DECISION 19-01-018

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code Section 39732(a) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, Moreno Valley Utility is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, in 2014, Governor Brown signed Senate Bill 699 (Stats. 2014, Ch. 550, Sec. 2), with an effective date of September 25, 2014, amending California Public Utilities Code Section 364, to require the California Public Utilities Commission (CPUC) to consider adopting rules to address the physical security risks to the distribution systems of investor owned utilities; and

WHEREAS, on January 10, 2019, the CPUC adopted Decision 19-01-018 directing all electric utilities to develop and implement a plan that (1) identifies distribution-level substations that require greater protection against physical attacks; (2) assesses the risks of a successful physical attack at any identified distribution-level substation and determines whether existing mitigation measures effectively mitigate these risks; and (3) identifies new security measures if any identified risks are not effectively mitigated; and

WHEREAS, each POU is required to have a qualified and independent third party review its Utility Physical Security Plan; and

WHEREAS, Moreno Valley Utility selected Riverside County Sheriff's Office – Moreno Valley Station to perform the third party review and Moreno Valley Utility has incorporated or responded to the recommendations of Riverside County Sheriff's Office – Moreno Valley Station in the final version of Moreno Valley Utility's Utility Physical Security Plan; and

1
Resolution No. 2021-XX
Date Adopted: February 02, 2021

WHEREAS, Moreno Valley Utility has identified that a multi-agency team including the Department of Homeland Security’s Cybersecurity & Infrastructure Security Agency, the California Office of Emergency Services Critical Infrastructure Protection Unit, and the regional fusion centers operating within California, which may include the Central California Intelligence Center (CCIC), Joint Regional Intelligence Center (JRIC), Northern California Regional Intelligence Center (NCRIC), Orange County Intelligence Assessment Center (OCIAC), and San Diego Law Enforcement Coordination Center (SD-LECC), is available to serve as the qualified authority for the review of Moreno Valley Utility’s Utility Physical Security Plan.

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

1. The City Council hereby approves in substantive form the Utility Physical Security Plan, dated May 04, 2021, included as Attachment ‘A’ hereto and incorporated herein by reference.
2. The City Council hereby selects the multi-agency team of the Department of Homeland Security’s Cybersecurity & Infrastructure Security Agency, the California Office of Emergency Services Critical Infrastructure Protection Unit, and the relevant Fusion Center to serve as the qualified authority for the review of Moreno Valley Utility’s Utility Security Plan.
3. The Public Works Director/City Engineer, or his/her duly authorized designee, is hereby authorized and directed to implement, administer, and carry out any such actions as are necessary or advisable in the furtherance of the Moreno Valley Utility’s Utility Physical Security Plan.

APPROVED AND ADOPTED this 4th day of May 2021.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

2
Resolution No. 2021-XX
Date Adopted: May 04, 2021

Attachment: Resolution Physical Security Plan 05042021 (4339 : APPROVE RESOLUTION 2021-XX ADOPTING PHYSICAL SECURITY PLAN)

APPROVED AS TO FORM:

City Attorney

Resolution No. 2021-XX³
Date Adopted: May 04, 2021

Attachment: Resolution Physical Security Plan 05042021 (4339 : APPROVE RESOLUTION 2021-XX ADOPTING PHYSICAL SECURITY PLAN)

RESOLUTION 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 Resolution No. 2021-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4th day of May 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2021-XX⁴
Date Adopted: May 04, 2021

Attachment: Resolution Physical Security Plan 05042021 (4339 : APPROVE RESOLUTION 2021-XX ADOPTING PHYSICAL SECURITY PLAN)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: May 4, 2021

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM DEED FOR THE STATE ROUTE 60/MORENO BEACH DRIVE INTERCHANGE PHASE 2 IMPROVEMENTS, PROJECT NO. 801 0021

RECOMMENDED ACTION

1. Award a construction contract to Spectrum Construction Group, Inc. for the State Route 60/Moreno Beach Drive Interchange Phase 2 Improvement project (Project) and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$23,984,971.76;
2. Authorize the issuance of a Purchase Order for Spectrum Construction Group, Inc. in the amount of \$26,383,468.94 (bid amount plus a 10% contingency) when the contract has been signed by all parties;
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the Spectrum Construction Group, Inc. contract of any amount, but not exceeding the contingency of \$2,398,497.18;
4. Award Agreements for Professional Consultant Services to David Evans and Associates Inc. to provide construction surveying services for \$152,240.00; and to Leighton Consulting, Inc. to provide materials testing and geotechnical services for \$213,829.00; and authorize issuance of Purchase Orders;
5. Authorize the City Manager to execute the contract, in substantial conformance with the attached template, with David Evans and Associates Inc. and Leighton Consulting, Inc., subject to minor modifications and approval by the City Attorney;
6. Authorize the Public Works Director/City Engineer to execute any future related amendments for a contingency of up to 20% of each agreement amount with

David Evans and Associates Inc. and Leighton Consulting, Inc., subject to the approval by the City Attorney;

7. Authorize a Purchase Order with California Highway Patrol (CHP) for \$142,107.50 for services provided as part of the freeway Construction Zone Enhanced Enforcement Program; and authorize the Public Works Director/City Engineer to execute a future Change Order to the Purchase Order up to \$49,892.50 for a total of \$192,000.00 if needed;
8. Authorize intermittent full road closures of (1) Moreno Beach Drive from Juniper Avenue to Ironwood Avenue; (2) Moreno Beach Drive from Ironwood Avenue to Eucalyptus Avenue; and (3) Ironwood Avenue from Oliver Street to Pettit Street until construction is complete;
9. Authorize the Mayor to execute two Quitclaim Deeds transferring all right, title and interest to the Riverside County Flood Control and Water Conservation District (District); and direct the City Clerk to forward the executed Quitclaim Deeds to the District for further processing and recordation;
10. Accept additional Transportation Uniform Mitigation Fees (TUMF) Funds of \$3,800,000 and additional Development Impact Fee (DIF) Interchange Improvement Funds of \$400,000; and authorize budget adjustments as set forth in the Fiscal Impact section of this report. The Project is fully funded by Senate Bill 1 (SB 1) Trade Corridor Enhancement Program (TCEP) Funds (Fund 2301), TUMF (Fund 3003), Federal Emergency Management Agency (FEMA)/California Office of Emergency Services Funds (CalOES) (Fund 2300), Riverside County Flood Control and Water Conservation District Funds (RCFC&WCD) (Fund 3002), Eastern Municipal Water District Funds (EMWD) (Fund 3002), Moreno Valley Utility Funds (MVU) (Fund 6011) and DIF Interchange Improvements Funds (Fund 3311); and
11. Authorize the Public Works Director to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed by Contractor.

SUMMARY

This report recommends approval of a series of construction-related actions for the Project. Staff recommends awards to Spectrum Construction Group, Inc. for construction, David Evans Associates Inc. for surveying services, and Leighton Consulting, Inc. for materials testing. The City needs to engage the CHP for traffic management services on the freeway as part of the bridge construction. For City streets, intermittent road closures will be required with appropriate traffic control and detours. Additional TUMF funds will be provided for construction. When the project is completed, the RCFC&WCD ("District") will maintain the storm drain along Ironwood Avenue once the remaining two deeds are conveyed.

DISCUSSION

In August 2018, the California Transportation Commission (CTC) approved an award of \$16.8 million for construction of Phase 2 of the Project through the Trade Corridor Enhancement Program (TCEP). In December 2020, the CTC approved the funding allocation and Caltrans authorized the City to advertise and award the construction of the Project.

The Project includes construction of a new SR-60/Moreno Beach Drive overcrossing; reconstruction and realignment of two westbound ramps; addition of a westbound direct on-ramp; construction of a new westbound auxiliary lane; signal installation; utility relocations and installations in the new bridge; provision for highway planting, irrigation, hardscape, and erosion control for the entire interchange; and installation of storm drain Line K-1 along Ironwood Avenue north of the interchange for drainage.

The project was advertised for construction bids on January 28, 2021 and formal bidding procedures were followed in conformance with the Public Contract Code. Nine (9) bids were received via the electronic bid management system, PlanetBids, on March 12, 2021 as follows:

<u>CONTRACTORS</u>	<u>Base Bid Nos. 1-4 and Additive Alternate Nos. 1 & 2</u>
1. Spectrum Construction Group, Inc.	\$24,537,079.68
2. Riverside Construction Company, Inc.	\$25,100,079.65
3. Skanska USA Civil West California District Inc.	\$26,000,000.00
4. Security Paving Company, Inc.	\$26,638,889.00
5. Steve P. Rados, Inc.	\$27,274,361.89
6. Griffith Company	\$27,374,744.90
7. Ortiz Enterprises Incorporated	\$27,466,951.80
8. SEMA Construction, Inc.	\$28,549,752.38
9. MCM Construction, Inc.	\$28,670,936.55

The low bid was approximately \$1 million over the City's estimate of \$23,523,000. Within the portion of the estimate for the interchange and the landscaping (Base Bid No. 1 plus Additive Alternate Bid No. 1), Spectrum's bid was \$2.2 million over the City's estimate. The difference can be attributed to several factors. On the Project, the four items of imported soil, bridge reinforcement steel, bridge demolition, and electrical materials accounted for the entire \$2.2 million differential between the estimate and the low bid. These items likely reflect market demands, material and labor availability, and construction staging requirements.

Base Bid No. 1 consists of the roadway and structures work within the Caltrans and City rights-of-way at the SR-60/Moreno Beach Drive interchange. Base Bid No. 2 consists of storm drain Line K-1 work located along Ironwood Avenue. Base Bid No. 3 consists of the EMWD water line relocation on Ironwood Avenue at the downstream end of Line K-1. Base Bid No. 4 consists of Moreno Valley Utility work at the SR-60/Moreno Beach

interchange including a new facility in the bridge and new services to the signals and lighting.

Additive Alternate Bid No. 1 consists of the planting and irrigation work at the interchange. Additive Alternate Bid No. 2 is a basic rock/erosion control option in the event that the planting option was cost-prohibitive. The lowest responsive bidder was determined by comparing the cumulative total for all Base Bid Nos. 1-4 plus Additive Alternate Bid Nos. 1 & 2 as stipulated in the bidding documents. Spectrum Construction Group, Inc. submitted the lowest bid.

The City received a bid protest from the second lowest bidder. However, after review by the City Attorney's office, no merit was found for the protest. Staff finds Spectrum Construction Group, Inc. to be the lowest responsive responsible bidder in possession of a valid contractor license and bid bond, as well as a thorough reference check. Staff recommends awarding a contract with Base Bid Nos. 1-4 and Additive Alternate Bid No. 1.

A contingency of 10% of the bid amount (\$2,398,497.18) is recommended to account for any changed field conditions that may have occurred during the period between the completion of the engineering design work and construction start. The contingency is also recommended to allow rapid response to avoid unnecessary construction delays. The Public Works Director is requested to have authority to approve change orders of any amount up to the maximum contingency in order to not delay progress of construction.

Requests for Proposals (RFP) for Professional Consultant Services were advertised on PlanetBids on February 23, 2021 to Survey Consultants and Materials Testing and Geotechnical Consultants. The purpose of the services are to provide construction survey staking and geotechnical services for project construction. The City received four (4) proposals for Survey Consultant Services and seven (7) proposals for Material Testing and Geotechnical Consultant Services. Following a qualifications-based selection process, David Evans and Associates, Inc. was chosen to perform survey services and Leighton Consulting, Inc. was selected to perform materials testing and geotechnical consultant services. The selection process was pursuant to the City's Municipal Code requirements for professional services procurement. Staff recommends the award to David Evans and Associates, Inc. and Leighton Consulting, Inc. for the Project.

The City is bound by the City-Caltrans cooperative agreement to provide Construction Zone Enhanced Enforcement Program (COZEEP) services. The COZEEP program is an effective safety tool that uses supplemental CHP units to assist in the management of traffic passing through the freeway construction zone. COZEEP involves the presence of CHP to serve as a reminder to the motoring public to slow down, observe construction zone signs, and use care while driving through the work zone. Prior to construction, Caltrans requires that the City contract directly with the CHP by having an initial purchase order in place for the project. Based on staging and related estimates, an initial estimate of COZEEP utilization is \$142,107.50, and a contingency ceiling of an

additional \$49,892.50, for a total of \$192,000, is recommended.

Project staging requires intermittent full closures of the freeway, westbound and eastbound ramps, Moreno Beach Drive, and Ironwood Avenue. The project specifications limit the closures to overnight, weekend, and specified short-duration closures. Caltrans has approval authority for the freeway and ramp closures. The Public Works Department is requesting intermittent full road closures of Moreno Beach Drive and Ironwood Avenue as necessary to facilitate construction. The request for the City road closures is due to major improvement work raising the Moreno Beach Drive grade over the freeway and at the ramp intersections; and building the 90-inch diameter storm drain pipe along the north side of Ironwood Avenue. Closures will be publicized and the Contractor will provide detours. The Contractor will notify, and provide alternate safe ingress and egress to potentially affected motorists, businesses, law enforcement, the Fire Department, the school district, and other interests, as required by the project's specifications and Traffic Management Plan. The closures and detour plans/traffic control plans have been included in the approved project plans, permits, and specifications.

Once the interchange work is completed, the City and Caltrans will accept the improvements into their respective maintenance systems. The division of maintenance responsibility was addressed in the City-Caltrans Freeway Maintenance Agreement approved by City Council on October 6, 2020. The Project award also includes construction of Line K-1. Once the Project is complete, the District will maintain the Line K-1 storm drain. The easements along the storm drain alignment have all been conveyed except the two in this report. The conditions of the City-District Cooperative Agreement were for the City to obtain all necessary rights for the project, convey those rights to the District, and upon the completion of the project the District would assume maintenance responsibility. The rights are non-exclusive and the owner can grant rights within this area to others, should that situation occur.

The Project is funded with several grant programs. Two major funding sources are SB 1 TCEP Funds with the total of \$16.8 million and TUMF as matching fund in a total of \$7.2 million per the 2020 TUMF Transportation Improvement Program. Staff has coordinated with Western Riverside Council of Governments (WRCOG) for an additional \$3.8 million in TUMF for sufficient funding to award construction contracts.

The project is subject to the City's Community Workforce Agreement (CWA) program. As such, the Solis Group was chosen through a competitive process as the consultant to administer the CWA on behalf of the City and contractor/sub-contractors for the Project. Their duties include coordinating with all parties, verifying documents, tracking compliance with the goal, coordinating with Trade Council Members, and additional assignments/tasks as outlined in the City's Community Workforce Agreement (CWA).

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 allow the City to move forward with the project construction in a timely manner.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the project execution and jeopardize construction funding.*

FISCAL IMPACT

This project is funded by Senate Bill 1 (SB 1) Trade Corridor Enhancement Program (TCEP) Funds (Fund 2301), Transportation Uniform Mitigation Fee (TUMF) Funds (Fund 3003), Federal Emergency Management Agency (FEMA)/California Office of Emergency Services Funds (CalOES) (Fund 2300), Riverside County Flood Control and Water Conservation District Funds (RCFC&WCD) (Fund 3002), Eastern Municipal Water District Funds (EMWD) (Fund 3002), Moreno Valley Utility Funds (MVU) (Fund 6011) and Development Impact Fee (DIF) Interchange Improvements Funds (Fund 3311). EMWD is reimbursing the City for relocating EMWD’s water line. MVU is providing lighting and electrical services to the project as well as placing new facilities through the bridge. There is no impact to the General Fund.

Category	Fund	GL Account Project Number	Type	FY 20/21 Budget	Proposed Adjustment	FY 20/21 Amended Budget
CIP	TUMF Capital Projects	3003-99-99-93003-483010 801 0021 70 77-3003-98	REV	\$7,226,634	\$3,800,000	\$11,026,634
CIP	TUMF Capital Projects	3003-70-77-80001-720199 801 0021 70 77-3003-99	EXP	\$7,226,634	\$3,800,000	\$11,026,634
CIP	DIF Interchange Improvements	2911-99-95-92911-903311	EXP	\$300,000	\$400,000	\$700,000
CIP	DIF Interchange Improvements Capital Projects	3311-99-99-93311-802911	REV	\$300,000	\$400,000	\$700,000
CIP	DIF Interchange Improvements Capital Projects	3311-70-77-80001-720199 801 0021 70 77-3311-99	EXP	\$925,090	\$400,000	\$1,325,090

CONSTRUCTION BUDGET:

Capital Projects Grants
 (2301-70-77-80001-720199) (Project No. 801 0021 70 77-2301-99) \$16,800,000
 TUMF
 (3003-70-77-80001-720199) (Project No. 801 0021 70 77-3003-99) \$11,000,000
 FEMA

(2300-70-77-80001-720199) (Project No. 801 0021 70 77-2300-99)	\$1,050,000
RCFC	
(3002-70-77-80001-720199) (Project No. 801 0021 70 77-3002-99)	\$350,000
EMWD	
(3002-70-77-80001-720199) (Project No. 801 0021 70 77-3002-99)	\$143,391
DIF Interchange Improvements	
(3311-70-77-80001-720199) (Project No. 801 0021 70 77-3311-99)	\$400,000
Moreno Valley Utility	
(6011-70-80-80005-720199) (Project No. 805 0056-6011-99)	<u>\$874,431</u>
 Total	 \$30,617,822

ESTIMATED CONSTRUCTION COSTS:

Construction (including 10% contingency)	\$26,383,468.94
Materials Testing	\$213,829
Survey	\$152,240
CHP	\$142,107
Construction Management Consultant	\$2,137,413
Design Consultant Support	\$298,723
CWA Monitoring	\$51,760
Project Administration/Staff Salaries*	\$297,600
Caltrans-furnished Materials	\$52,055
City-furnished Materials.....	\$131,396
Supplemental Work.....	<u>\$304,430</u>
Total	\$30,165,021

**Includes City Project administration and related costs*

PROJECT SCHEDULE:

Start Construction.....	Summer 2021
Complete Construction.....	Early Calendar Year 2023
Complete Plant Establishment.....	Winter 2024

NOTIFICATION

Prior to construction, business owners, schools, utilities, adjacent property owners, law enforcement, fire department, churches, public transportation, and other emergency service responders in the area will be notified in a timely manner of the proposed construction and roadway closures.

PREPARATION OF STAFF REPORT

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

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

Concurred By:
Henry Ngo, P.E.
Capital Projects Division Principal 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.

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

ATTACHMENTS

- 1. Agreement with Spectrum Construction Group, Inc.
- 2. Agreement with David Evans and Associates, Inc.
- 3. Agreement with Leighton Consulting, Inc.
- 4. CHP Agreement
- 5. Quitclaim Deeds

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/27/21 6:52 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 9:46 AM

Agreement No. _____

AGREEMENT**CITY PROJECT NO. 801 0021
SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENTS (PHASE 2)**

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

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

- 1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:
- A. Governmental approvals, including, but not limited to, permits required for the Work
 - B. Community Workforce Agreement by and Between the City of Moreno Valley and San Bernardino/Riverside Counties Building and Construction Trades Council, AFL-CIO and the Signatory Craft Councils and Unions ("CWA") [PROJECTS OVER \$1,000,000]
 - C. Any and all Contract Change Orders and Construction Change Directives issued after execution of this Agreement
 - D. This Agreement
 - E. Addenda Nos. 5 inclusive, issued prior to the opening of the Bids
 - F. The bound Contract Documents that includes City Special Provisions, including the General Provisions and Technical Provisions
 - G. Equal Employment Opportunity Certification, Debarment and Suspension Certification, Mandatory EMWD Experience Record/Resumes, and Federal Wage Rates.
 - H. Standard Specifications of the State of California, Department of Transportation
 - I. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
 - J. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
 - K. Project Construction Plans
 - L. Caltrans Standard Plans
 - M. Other Agency Standard Plans
 - N. Permits, Issued and Required
 - O. Contractor's Labor and Materials Payment Bond (for reference only)
 - P. Contractor's Faithful Performance Bond (for reference only)
 - Q. Contractor's Certificates of Insurance and Additional Insured Endorsements
 - R. Contractor's Bidder's Proposal and Subcontractor Listing, (and Exhibit 12-B - Bidder's List of Subcontractors (DBE and Non-DBE)
 - S. Exhibit 15-G - Construction Contract DBE Commitment

In the event of conflict or discrepancy between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise

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directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

If the Contractor observes that any portion of the Contract Documents are at variance with each other, Contractor shall promptly notify the Engineer in writing by RFI. If the Contractor performs any Work when the Contractor knows or should have reasonably known the Contract Documents presented a conflict, Contractor shall assume full responsibility therefor and shall bear all risks and costs (without adjustment to the Contract Price) directly or indirectly attributable to the correction of the Work.

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

- A. Informational Handout – Asbestos Survey Report
- B. *Informational Handout – Environmental Commitment Record
- C. Informational Handout – Foundation Report
- D. *Informational Handout – Frontier Communication Relocation of Facilities Plans
- E. Informational Handout – Geotechnical Design Report Addendum #1
- F. Informational Handout – Geotechnical Design Report
- G. Informational Handout – Initial Site Assessment
- H. Informational Handout – Materials Report Addendum #2
- I. *Informational Handout – SCE Bridge Conduit Installation Plans
- J. *Informational Handout – SCE Work Order Maps

**Also included within the Contract Documents*

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

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Additive Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Nos. 1 - 4 and Additive Alternate Bid Item No. 1, awarded by the City is Twenty Three Million Nine Hundred Eighty Four Thousand Nine Hundred Seventy One and 76/100 Dollars (\$23,984,971.76) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

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

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5. CONTRACT TIME.

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

Base Bids 1-4 plus Additive Alternate Bid 1	345 Working Days
Plant Establishment	440 Working Days

B. Initial Notice to Proceed. The date specified in the Notice to Proceed constitutes the date of commencement of the Contract Time of **Three Hundred Forty Five (345) Working Days for Base Bids 1 through 4 plus Additive Alternate Bid 1 and Four Hundred Forty (440) Working Days for Plant Establishment.** The Contract Time consists of the time necessary to complete construction of the Project.

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Fifty-Five (55) Calendar Days** after the date of execution of the Contract; this duration is NOT part of the Contract Time.

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

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

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

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

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$10,000.00 per Working day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. If all the work except plant establishment or permanent erosion control establishment is completed and the total number of working days have expired, liquidated damages are **\$950.00 per Working day**. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages

shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-4 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 6-2 of the Special Provisions.

7. INSURANCE.

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

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

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

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

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of

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recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), Western Riverside Council of Governments (WRCOG), Riverside County Flood Control & Water Conservation District (RCFC&WCD, Department of Transportation (Caltrans), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. Primary Coverage. All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments (WRCOG), Riverside County Flood Control & Water Conservation District (RCFC&WCD, Department of Transportation (Caltrans), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

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

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

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 313.3 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.

2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

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

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

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

Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

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

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

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

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

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

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

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in

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California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

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

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

10. INDEMNIFICATION.

10.1. General. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments, Riverside County Flood Control & Water Conservation District (RCFC&WCD, Department of Transportation (Caltrans), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all

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claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

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

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

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

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

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

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

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

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Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10. Contractor further agrees to ensure that each subcontractor will execute a separate Letter of Assent to the terms of the CWA if the total project cost is \$1,000,000 or more and will fully indemnify the City for any claims or losses which result from a Subcontractor's failure to adhere to the terms of the CWA on this project.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

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

10.9. Survival of Indemnity Obligations. Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

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

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

Spectrum Construction Group, Inc.

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

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

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

CONTRACTOR'S BONDS

BOND NO. _____

PREMIUM \$ _____

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

**CITY PROJECT NO. 801 0021
SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENTS (PHASE 2)**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Spectrum Construction Group, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **City Project No. 801 0021** and all Contract Documents are hereby referred to and made a part hereof; and

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement with Spectrum Construction Group, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2021.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20__

City Attorney
City of Moreno Valley

NOTE:

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

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

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement with Spectrum Construction Group, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS

City of Moreno Valley
Project No. 801 0021

BOND NO. _____

PREMIUM \$ _____

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

**CITY PROJECT NO. 801 0021
SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENTS (PHASE 2)**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Spectrum Construction Group, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **City Project No. 801 0021** and Contract Documents are hereby referred to and made a part hereof; and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

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

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code

Labor and Materials Payment Bond
00602-1

Attachment: Agreement with Spectrum Construction Group, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS

Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 2021.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

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

Labor and Materials Payment Bond
00602-2

Attachment: Agreement with Spectrum Construction Group, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

ADDITIONAL OPTIONAL INFORMATION COMPLETING THIS FORM

California must contain verbiage exactly as for a separate acknowledgment form must be attached to that document. The only exception is if a document is printed on such a document so long as the document does not do something that is illegal for a notary in the state of California. Please check the original wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Attachment: Agreement with Spectrum Construction Group, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS

**CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

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

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

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

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS**

Attachment: Agreement with Spectrum Construction Group, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non- Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic

and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

**AGREEMENT FOR PROFESSIONAL CONSULTANT
CONSTRUCTION SURVEYING SERVICES WITH
DAVID EVANS AND ASSOCIATES, INC. FOR THE
STATE ROUTE 60/MORENO BEACH INTERCHANGE PHASE 2 IMPROVEMENTS
PROJECT NO. 801 0021**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and David Evans and Associates, Inc., a (Oregon 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
CONSTRUCTION SURVEYING SERVICES
PROJECT NO. 801 0021**

DESCRIPTION OF PROJECT

1. The Project is described as State Route 60/Moreno Beach Interchange Phase 2 Improvements, Project No. 801 0021.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$152,240.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through December 31, 2024, 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.

8. (a) The Consultant agrees that the personnel, including the principal Project

**AGREEMENT FOR PROFESSIONAL
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Manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

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

SPECIAL PROVISIONS

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical 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

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and during the performance of this Agreement, Consultant agrees as follows:

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

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

(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

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orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District (“CSD”), the Moreno Valley Housing Authority (“Housing Authority”), Western Riverside Council of Governments, 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 subconsultant 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.

15. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, Consultant

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

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

**AGREEMENT FOR PROFESSIONAL
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performed under this Agreement, Consultant shall require each subconsultant to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subconsultant.

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

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

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

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

(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.

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

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

**AGREEMENT FOR PROFESSIONAL
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improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
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Agreement signed by both parties.

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

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

25. (a) Consultant shall comply, and require its subconsultants 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 subconsultant that, after a due diligent inquiry, Consultant and the respective subconsultant(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subconsultants 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

**AGREEMENT FOR PROFESSIONAL
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in writing.

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

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

(d) Neither Consultant, nor any of Consultant's subconsultants 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 subconsultants 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 subconsultants to comply therewith.

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

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared

**AGREEMENT FOR PROFESSIONAL
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by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

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

28. Supplementary General Provisions. (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 CONSULTANT 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. CONSULTANT shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONSULTANT violates or breaches terms of the Agreement.

- a) CITY may terminate the Agreement for cause or for convenience, and CONSULTANT may terminate the Agreement, as provided the General Conditions.
- b) CONSULTANT 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

**AGREEMENT FOR PROFESSIONAL
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- construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONSULTANT.)
- c) CONSULTANT 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.)
 - d) CONSULTANT 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).
 - e) CONSULTANT 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).
 - f) CONSULTANT shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
 - g) 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.
 - h) 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.
 - i) CONSULTANT 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 CONSULTANT which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - j) CONSULTANT shall retain all required records for three years after CITY makes final

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payments and all other pending matters relating to the Agreement are closed.

- k) CONSULTANT 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.)
- l) CONSULTANT 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 FOLLOWS

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

City of Moreno Valley

David Evans and Associates, Inc.

BY: _____
Mike Lee, City Manager

BY: _____

Name: _____

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: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

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

Attachment: Agreement with David Evans and Associates, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS

EXHIBIT A

Attachment: Agreement with David Evans and Associates, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS

REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEYING SERVICES
FOR STATE ROUTE 60/MORENO BEACH INTERCHANGE PHASE 2 IMPROVEMENTS
FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION
PROJECT NUMBER: 801 0021/ PROJECT ID: CT0812000059/ EA 32303

I. INVITATION

The City of Moreno Valley is requesting for proposals (RFP) to obtain Professional Consultant Construction Surveying Services associated with interchange improvements at State Route 60 (SR-60)/Moreno Beach Drive, as shown on the attached plans.

Interested parties may register and download copies of the RFP package at no fee and submit proposals electronically (in PDF format) via the City's online bidding system located at <http://www.planetbids.com/portal/portal.cfm?CompanyID=24660>.

Proposals will be accepted until **5:00 p.m. on March 10, 2021**.

Proposers are solely responsible for "on time" submission of their proposals online. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp. Transmission of proposals by any other means will not be accepted. Proposers shall be solely responsible for familiarizing themselves with the online bidding system in order to properly utilize the proposal management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service to successfully submit their proposals. Failure of the proposers to successfully submit electronic proposals shall be at the proposers' sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Neither the City nor PlanetBids makes any guarantee as to the timely availability of assistance or any assurance that any given problem will be resolved by the proposal submission deadline.

All Requests for Information (RFI) regarding this RFP must be submitted through the online bidding system noted above no later than **2:00 p.m. on March 4, 2021**.

Proposers shall provide a separate electronic file for their technical proposal and cost proposal.

The City is requesting a full proposal including a detailed scope of services and not-to-exceed cost proposal. All consultants are required to submit a full proposal including the City's On-call consultants.

II. PROJECT DESCRIPTION

The SR-60/Moreno Beach Drive Phase 2 project site is located at the State Route (SR) 60 Interchange and Moreno Beach Drive in the City of Moreno Valley. The purpose of the project is to alleviate congestion, enhance freeway access, and increase vertical clearance

**REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING PROFESSIONAL
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for the SR-60/Moreno Beach Drive Interchange. The purpose of the project will be achieved by realigning the SR-60/Moreno Beach Drive westbound ramps, adding a westbound auxiliary lane, and replacing the overcrossing structure at SR-60/Moreno Beach Drive.

The SR-60/Moreno Beach Drive Interchange Phase 2 improvements consist of the following: 1) reconstruction and realignment of the SR-60/Moreno Beach Drive westbound freeway ramps including addition of a westbound loop on-ramp; 2) construction of a westbound auxiliary lane, 3) installation of signalization at the intersection of the westbound ramp and Moreno Beach Drive, 4) provision for California Highway Patrol (CHP) enforcement areas, 5) addition of ramp metering, 6) replacement of the SR-60/Moreno Beach Drive overcrossing structure including raising the roadway profile and adjusting the eastbound ramps, traffic signals, and Moreno Beach Drive to grade, 7) utility relocations, 8) provision for highway planting and irrigation, and/or hardscape for the entire interchange, 9) accommodation of off-site drainage including Line K-1 along Ironwood Avenue (non-TUMF funded), 10) addition of bike lanes and sidewalks on Moreno Beach Drive, and 11) related work as required. Utility coordination with Moreno Valley Utility (MVU), Frontier, Southern California Edison (SCE), and Eastern Municipal Water District (EMWD) is included.

The project's Phase 1 was completed in 2013, constituting the eastbound ramps, eastbound auxiliary lane, Eucalyptus extension, and related utility relocations. Phase 2 constitutes all remaining work. All work will be performed in accordance with the requirements of the California Department of Transportation (Caltrans), City of Moreno Valley, RCFC&WCD, and other agencies as required. The project is administered by the City of Moreno Valley with full oversight by Caltrans.

Work lies within and in the vicinity of State of California (Caltrans) and City of Moreno Valley rights of way. The work includes asphalt concrete (AC) paving, roadway excavation, imported borrow, bridge construction, concrete ramp termini, drainage pipes, minor concrete structures, concrete curb and gutter, irrigation, planting, erosion control, EMWD water line relocation, and related work.

III. PROJECT FUNDING AND SCHEDULE

The SR-60/Moreno Beach Phase 2 project is funded with \$16.8 million Trade Corridor Enhancement Program (TCEP) funds, \$7.2 million Transportation Uniform Mitigation Fees (TUMF) funds, and \$1.8 million Federal Emergency Management Agency (FEMA) funds with local match from Riverside County Flood Control and Water Conservation District (RCFC&WCD). The City does not intend to use Federal Department of Transportation funds.

The Consultant shall be advised of the following timeline for this contract:

Award of Construction Contract: March - May 2021
Construction Duration (Approximate): 16 months
Plant Establishment: 2 years

IV. SCOPE OF ENGINEERING SERVICES

The Consultant selected shall provide **Construction Surveying Services** with personnel trained and experienced in survey layout for construction of public works improvements in

**REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING PROFESSIONAL
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the Caltrans right-of-way. The project is located primarily within Caltrans Right of Way and all Surveying methods, procedures, frequencies shall comply with the contract specifications and Caltrans Surveying Manuals and Guidelines. The minimum experience required includes five (5) years of construction surveying on increasingly complex public works and Caltrans projects. The Consultant firm selected must also provide all equipment and supplies necessary to perform the surveying services for the construction of the improvements and support services necessary to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified personnel on an on-demand basis with 48-hour notice for construction surveying for the duration of the construction project and, as necessary, to close out the project.

The Consultant must have recent experience working within the Caltrans Right of Way and shall be required to follow all Caltrans safety procedures when executing the work. The Consultant surveyors shall be familiar with the industry standards of practice for the execution of Caltrans construction projects and shall be able to understand and interpret Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFC&WCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant surveyors shall be able to interact professionally with contractors, engineers, inspectors, property owners, business owners, and the public at large; coordinate with other City personnel, Caltrans personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant surveyors' personnel shall be able to follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.

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

Additionally the Consultant personnel must be familiar with the safe practices required when working around all types of construction equipment which will be utilized on this project including equipment for roadway construction, bridge and foundation construction, storm drain construction (including trench shoring and safety), and grading.

The scope of work consists of surveying for storm drain Line K-1 and for relocation of EMWD's water line in Ironwood Avenue. Please separate the hours and cost estimate for the survey efforts needed at these locations in the proposal.

Please be reminded that the Consultant is required to have a current City business license if the firm is awarded the work.

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

- Attend the pre-construction meeting
- Establish and confirm horizontal and vertical control, as required.

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- Set monument ties. Prior to the beginning of construction, all monuments must be researched, tied out, and submitted to the Project Engineer. Monuments that are destroyed during construction shall be replaced per the 1997 Land Survey Act, Article 4, Section 464-Corner Record. Ties shall be submitted per the City of Moreno Valley Standards MVSI-170A-0 through MVSI-170E-0. Original monument tie-out sheets, corner records, and/or record of survey shall be provided to the City prior to the release of the final progress Payment. Assume two (2) monuments will need to be set for this project.
- Construction staking shall consist of stakes for proposed roadways, bridge improvements, foundations, waterline improvements, utility improvements, storm drain improvements, sidewalk, concrete curb, AC pavement limits and grade control, AC berm (or dike), traffic signal equipment locations, fence, and other improvements as shown on the plans. Re-staking is to be identified separately on the invoice. Ten (10) trips for on-site re-staking time (allow a maximum of two hours per trip) should be estimated for Proposal purposes.
- Construction Surveying deliverables require performing construction surveying in accordance with the Caltrans Construction Manual, Caltrans Standard Plans, Caltrans Surveying Manual, and the various industry standards stated above in the "Scope of Engineering Services."
- If requested, participate with the City in meetings with contractors, public agencies, utility agencies, and other representatives.
- The required work effort will ultimately be initiated through an itemized survey request from the City's Consultant Resident Engineer. The City expects the consultant's field response time to each survey request not to exceed 48 hours as specified in the Caltrans Standard Specifications.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. 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 RFP will not be given further consideration. The Consultant's Proposal shall include the following:

- A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. 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."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed

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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 precedence over this Request For Proposal.

- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall 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, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number of hours of Survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. Construction support services Consultants are not required to provide a Project Schedule with milestones. The resource allocation matrix, in addition to any tasks the consultant chooses to list, shall include but not limited to meetings, specific deliverables, and other relevant milestones.
- G. 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 schedules in 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. COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE.
- H. A statement of sub-consultant's qualifications (including relief personnel) 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 a sub-consultant without written permission from the City.**
- I. A statement that all charges for Consultant (construction) 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.
- J. 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.

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- K. 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.
- L. 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 your Proposal submittal.** All extra work will require prior approval from the City. The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal. The Cost Proposal must be in a sealed envelope.
- M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. This solicitation has a 0% DBE goal. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the City encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of

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Transportation Financial Assistance Programs.” Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals.

DBEs and other small businesses are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

The Consultant is encouraged to include DBE firms in the proposal. Complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

- A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
- B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

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

The Consultant shall complete and include the “Certification for Contracts, Grants, Loans, and Cooperative Agreements” and “Disclosure of Lobbying Activities” forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

- A. This work is to be performed for a “Not-to-Exceed Fixed Fee.”
- B. The Consultant shall provide a “Project Fee Schedule” indicating the fee for individual tasks with a “Not-to-Exceed Fixed Fee” which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.
- 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. Project Bidding, Advertise and Award.
 - 2. Any other additional authorized work on a task successfully completed and accepted monthly basis.

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

- E. Monthly 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 mileage, printing, telephone, photographs, 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 \$2,000,000 policy aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

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

- 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 that fully comply with the laws of the State of California and employer's liability insurance with limits of not less than \$1,000,000 each accident.
- E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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"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 (MVHA), Western Riverside Council of Governments (WRCOG), 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 (MVHA), Western Riverside Council of Governments (WRCOG), and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

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

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

X. INDEMNIFICATION

- A. To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority, and Western Riverside Council of Governments (WRCOG), and each of their officers, officials, employees, agents and volunteers from any and all 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

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negligence or willful misconduct of the City, MVHA, WRCOG and CSD, their officers, agents or employees.

- B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees

XI. TERMINATION FOR CONVENIENCE OF THE CITY

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

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Construction Surveying 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 and 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

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- 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

It is the City's intent to select and utilize one Consultant firm for the project. The City may award the services in part and/or phases. The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

- A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
- B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the proposed Project Manager and key personnel.
- C. 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 and within budget that provides a cost efficient, timely and predictable execution of the project construction.

XVI. Other Requirements

- A. Conflict of Interest

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1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.
2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
3. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.
4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.
6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

Attachments (incorporated by reference)

Attachment "A"	Plans
Attachment "B"	Contract Documents
Attachment "C"	Caltrans/City Cooperative Agreement for SR-60Moreno Beach Drive Phase 2 Improvements
Attachment "D"	Disclosure of Lobbying Activities (Form LLL)
Attachment "E"	List of Subconsultants
Attachment "F"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "G"	Exhibit 10-02- Local Agency Proposer DBE Information
Attachment "H"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "I"	Certificate for Contracts, Grants, Loans, & Cooperative Agreements

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EXHIBIT B

Attachment: Agreement with David Evans and Associates, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS



Proposal for

Professional Consultant Construction Surveying Services State Route 60/Moreno Beach Interchange Phase 2 Improvements

Project Number: 801 0021 / Project ID CT0812000059/ EA 32303



Attachment: Agreement with David Evans and Associates, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS





DAVID EVANS
AND ASSOCIATES INC.

March 10, 2021

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

**Subject: PROPOSAL FOR CONSTRUCTION SURVEYING SERVICES, STATE ROUTE 60/MORENO BEACH INTERCHANGE
PHASE 2 IMPROVEMENTS, PROJECT NUMBER: 801 0021, PROJECT ID: CT0812000059/ EA 32303**

Dear Selection Committee:

For the past 25 years, **David Evans and Associates, Inc. (DEA)** has been performing construction surveying services to Caltrans standards on numerous transportation projects throughout the Inland Empire for many agencies, including Caltrans, Riverside County Transportation Commission, and the San Bernardino County Transportation Authority. With this depth of experience, we truly understand the needs and requirements of providing surveying services in a construction environment. In addition, we have worked on projects that are quite similar to the State Route 60 / Moreno Beach Drive, Phase 2, project providing our staff with the necessary experience to be used on this project. More information on these projects can be found in our submittal.

TALENTED AND AVAILABLE STAFF – Our proposed team is comprised of a diverse group of individuals who are available and committed to the success of this project. I will serve as project manager for this project and be supported by **Jerry Woodrow, PLS, CFedS**, with his in-depth experiences in performing construction surveying services for large and small transportation projects. Supporting Jerry and I will be our team of party chiefs who have been with DEA for many years and have the experience and expertise to know how to execute a successful construction staking effort. While our local office is located in Ontario, many of the staff and crews who will be dispatched to this project live just miles away from the project location, reducing windshield time and increasing availability.

EXPERIENCE THAT MATTERS – Our experience on past projects have provided us with many opportunities to assist public agencies with construction surveying services. From interchanges along both Interstate 10 and State Route 60, to miles of widening along the I-215 in San Bernardino and all 16 bridges in that 2 mile segment, to name a few, we feel we have ample experience to successfully complete the requirements of this RFP and the project. We are committed to working with the construction management team, design engineer and contractor to solve challenges faced along the way so that the schedule and budget are met.

We are truly excited about the possibilities of providing our construction surveying services to the City of Moreno Valley on this project. It is my understanding that the City has chosen **Falcon Engineering Services, Inc.**, to represent the City as the Construction Management Team. We have worked with Falcon Team many times in the past on highway construction projects and are excited at the opportunity to work together with them again, if selected. We are confident that the DEA team will contribute to the success of this project. If you need additional information or require clarification on any of the information we have provided, please feel free to contact me. We are also in receipt of Addendum #1 & #2 and look forward to the next step in the selection process.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Robert D. Vasquez, PLS
Senior Associate / Project Manager

Proposal

State Route 60/Moreno Beach Interchange Phase 2 Improvements

Professional Consultant Construction Surveying Services

Project Number: 801 0021/Project ID: CT0812000059/ EA32303

Prepared for the

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

Submitted by

David Evans and Associates, Inc.
4141 Inland Empire Boulevard, Suite 250
Ontario, California 91764
Contact: Bob Vasquez, PLS | Senior Associate
909.481.5750 | rdv@deainc.com

March 10, 2021



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Attachment: Agreement with David Evans and Associates, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS

A. David Evans and Associates, Inc. General Experience / Qualification Information



David F. Evans, PE, PLS | Founder (retired)

David Evans and Associates, Inc. (DEA) was founded by **David F. Evans, PE, PLS**, and **David H. Gould** on April 1, 1976 in Portland, Oregon. Since that time, DEA has become a recognized leader in the design and management of complex transportation, land development, energy, and water projects nationwide. DEA supports the efforts of more than **800** employee owners and maintains offices in Washington, Idaho, Arizona, California, Colorado, Mississippi, Oregon, South Carolina, Texas, Utah, and New York.

Of these 800, **150 technical and professional staff members are dedicated to the Surveying and Geomatics team.** DEA has seven offices in California with surveying services being located in four of those offices. **Ontario** will be our project office location for this project. If necessary, we can also utilize staff from our Victorville, Tustin, or Santa Clarita offices.

12 
CALIFORNIA LICENSED LAND SURVEYORS

8 
2-PERSON FIELD CREWS

30 
REGIONAL SURVEY STAFF

4 
LOCAL SURVEY OFFICES

Surveying Services at DEA

The DEA surveying and geomatics team provides a variety of high-end, specialty, and traditional services to many federal, state, and local agencies in the transportation, water, energy, and land development markets throughout the Western US. At DEA our focus is to deliver high quality, accurate, and timely products and solutions to our clients. DEA has a strong background in providing the following survey practices:

- ↻ Construction Surveys
- ↻ Records of Survey
- ↻ Field to Finish Mapping
- ↻ Boundary/Cadastral Surveys
- ↻ Hydrographic Surveys
- ↻ Laser Scanning and Mapping
- ↻ Topographic/Design Surveys
- ↻ Monumentation Perpetuation
- ↻ Mobile Asset Data Collection and Mapping
- ↻ Legal Descriptions/Plat Maps
- ↻ Aerial Photo Control
- ↻ Geographic Information Systems
- ↻ ALTA Surveys
- ↻ Aerial LiDAR Control
- ↻ Subsurface Utility Locating and Mapping
- ↻ Right of Way Engineering/Mapping
- ↻ Global Positioning Systems
- ↻ Aerial Survey Verification
- ↻ Map Preparation/Compliance
- ↻ Control Surveying
- ↻ Map Checking Services

Construction Surveying Services in the Inland Empire

DEA is known as one of the premier construction surveying firms in the Inland Empire. Having held numerous contracts with Caltrans, Riverside County Transportation Commission (RCTC), San Bernardino County Transportation Agency (SBCTA) and various municipalities, we have performed construction surveying services on more than a hundred transportation projects on their behalf. Furthermore, we have been sought after by many construction management firms to provide our construction surveying services on their teams.

What makes us different is that we endeavored to find the best solutions for our clients, bringing forward innovation and creativity that not only meet their schedules and budgets, but gives back to the greater community in which they operate. We also take a proactive approach to construction projects through performing constructability reviews prior to performing any work in the field. This review process has allowed us to identify potential issues before any stake hits the ground. Project examples can be found at the end of this section.



California Secretary of State Entity Number: C1269098

DIR Number: 1000012730 (through June 30, 2022)

Insurance Capabilities

DEA maintains ample insurance coverage to address our client’s needs on their projects and retains required insurance such as liability and workmen’s compensation, at all times. A Certificate of Insurance will be issued by DEA’s insurance carrier upon award of contract. As a privately held firm, we consider our detailed insurance coverage to be confidential and respectfully request that the agency understand our concerns about releasing this information into a public forum. More detailed information can be provided upon award of contract or if requested during the selection process. Additionally, supplementary insurance coverage can be obtained if deemed necessary.

Additions and Exceptions to the City’s Request for Proposal

DEA does not have any additions or exceptions to the provision and conditions of this RFP.

Required Statements

The following are the required statements requested in the RFP.

- The request for proposal (RFP) for Professional Consultant Construction Surveying Services, posted February 23, 2021, shall be incorporated in its entirety as part of this proposal.
- The RFP and proposal will jointly become part of the Agreement for Professional Consultant Services for this contract when said Agreement is fully executed by DEA and the Mayor or City Manager of Moreno Valley.
- Services and fees to be provided will be in accordance with the City’s RFP except as otherwise specified in the “Additions or Exceptions to the City’s Request for Proposal” section.
- DEA will utilize no subconsultants on this contract. However, should we need to utilize a subconsultant on this project, we acknowledge and understand that they will not be allowed to be added without written permission from the City.
- Charges for consultant services will be on an hourly basis with a “Not-to-Exceed Fee” with estimated reimbursable expenses shown separately.
- DEA will document and provide the results of work to the satisfaction of the City. DEA will also document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during and after construction.
- DEA’s hourly rate schedule is part of this proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

- DEA does not and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- DEA will adhere to all federal laws and regulations notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
- DEA shall allow authorized federal, state, county, and the City official’s access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. We further understand that records shall be retained for at least three years.
- DEA will 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 Standard Provisions,” Federal Prevailing Wage Decision,” and “State of California Prevailing Wage Rates,” respectively.
- DEA 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.
- DEA offers and agrees to assign to the City of Moreno Valley 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.

Conflicts of Interest

DEA does not have any known or perceived conflicts of interests that may impact our ability to perform on this project.



Attachment: Agreement with David Evans and Associates, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS

Project Experience

The following projects provide just a sampling of our work on similar projects or projects with similar elements.

I-10 Pepper Avenue Interchange, Colton, California		2016-2019
Reference: Steve Quesada, Project Manager, TRC, 1935 Chicago Avenue, Unit A, Riverside, CA 92507, (951) 788-6028		
 <p style="margin-top: 10px;">Contract Amount: \$100,166</p>	<p>As a subconsultant to TRC Consultants (Vali Cooper & Associates), DEA provided construction surveying services. Located on Interstate 10 in the city of Colton, the Pepper Avenue Interchange provides freeway access to and from both commercial and residential communities, most notably is the Arrowhead Regional Medical Center. This project involved constructing a five-lane bridge over the I-10 and improvements to ramps and drainage for better circulation on and off the freeway. DEA dispatched 1-2 crews in response to the demands of the project schedule. During this project, DEA performed survey control, slope staking, as-built surveys, construction staking for curbs, drainage, bridge structure, staging, paving, monument preservation, CL profile change and post construction centerline and right of way monumentation. DEA file a Record of Survey Map with the County of San Bernardino to document the new monuments set for this project. DEA followed Caltrans Survey Manual for Safety, Control, Monumentation and Staking procedures.</p> <p>Staff Involved: Bob Vasquez, Jerry Woodrow, Jay Bentley</p>	
SR60/Archibald Interchange Improvements, Ontario, California		2019-2021
Reference: Amr Abuelhassan, Construction Manager, Southstar, 1945 Chicago, Unit C-2, Riverside, 92507, (951) 342-3120		
 <p style="margin-top: 10px;">Contract Amount: \$150,092</p>	<p>As a subconsultant to Southstar Engineering, Inc., DEA is performing construction surveying services as part of this project which will improve Archibald Avenue between East Oak Hill Drive and Monticello Place at the SR60 interchange. The improvements include widening Archibald to add a northbound left-turn lane to the westbound on-ramp and an additional southbound left-turn lane to the eastbound on-ramp. This widening will also extend an additional storage lane south of the interchange for northbound traffic accessing the westbound on-ramp. The westbound and eastbound off-ramps will also be widened to accommodate an additional left-turn lane. DEA is performing, survey control, as-built surveys, supplemental design survey for re-design, construction staking for curbs, drainage, bridge structure, staging, paving, monument preservation, DEA recovered CL and RW monuments for pre and post construction monument preservation. DEA followed Caltrans Survey Manual for Safety, Control, Monumentation and Staking procedures.</p> <p>Staff Involved: Bob Vasquez, Jerry Woodrow, Lou Henry, Jay Bentley, Robert Muro</p>	
I-215 Widening, San Bernardino, California		2006-2014
Reference: Sagar Pandey, Construction Manager, SBCTA, 1170 W. 3 rd Street, San Bernardino, CA 92410, (909) 615-7730		
 <p style="margin-top: 10px;">Contract Amount: \$4,194,092</p>	<p>As part of DEA's On-Call Surveying Contract with the San Bernardino County Transportation Authority (SANBAG), DEA provided construction surveying services on the I-215 widening project through the City of San Bernardino. The construction involved 2.4 miles of improvements which included the addition of one mixed-flow lane in each direction along with HOV lanes. Unique to this segment of widening were the 16 bridges and many streets adjoining the highway that needed to be re-built. Included in the services were construction staking to Caltrans standards, rail and wall monitoring, as-builts, utility and drainage relocating, retaining wall layout, monument preservation, pre and post Record of Survey map preparation, right-of-way monumentation, survey control, multiple phasing, night closures, 3D laser scanning, quantities, safety, calculations for staking and complete monitoring of manpower needs, field notes and procedures for RFIs and change order processes. DEA followed Caltrans Survey Manual for Safety, Control, Monumentation and Staking procedures.</p> <p>Staff Involved: Bob Vasquez, Jerry Woodrow, Jay Bentley, Lou Henry</p>	

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I-10 Cherry Avenue Interchange, Fontana, California **2012-2016**

Reference: Wael Faqih, Construction Manager, Falcon, 371 Corporate Terrace Circle, Corona, CA 92879, (951) 278-0688



Contract Amount: \$647,563

As a subconsultant to Falcon Engineering, Inc., DEA performed construction surveying services on this project which replaced the existing five-lane Cherry Avenue bridge over I-10 with an eight-lane bridge, from Slover Avenue to Valley Boulevard. **The project involved widening the bridge over the railroad tracks from four lanes to eight lanes and made improvements to on-and-off ramps**, as well. Intersection improvements were made at the Cherry and Slover intersection and Cherry and Valley intersection, as well as other local street improvements. DEA performed survey control, as-built surveys, flood control channel improvements, construction staking for curbs, drainage, bridge structure, staging, paving, monument preservation, DEA recovered CL and RW monuments for pre and post construction monument preservation and completed an extensive Record of Survey Map for all realignments. DEA followed Caltrans Survey Manual for Safety, Control, Monumentation and Staking procedures.

Staff Involved: Bob Vasquez, Jerry Woodrow, Jay Bentley, Lou Henry

Date Palm Drive Bridge Widening, Cathedral City, California **2017-2019**

Reference: Wael Faqih, Construction Manager, Falcon, 371 Corporate Terrace Circle, Corona, CA 92879, (951) 278-0688



Contract Amount: \$165,000

As a subconsultant to Falcon Engineering, DEA provided construction surveying services on this project. The purpose of the project was to help reduce congestion and improve safety on Date Palm Drive by widening the existing bridge from four to six lanes. This bridge widening project **involved roadway improvements, retaining walls, ADA compliant sidewalks and ramps, new and modified medians, traffic signal modification, landscaping and irrigation along medians and parkways, drainage improvements and related and appurtenant facilities**. DEA performed survey control, as-built surveys, flood control channel improvements, construction staking for curbs, drainage, bridge structure, staging, paving, monument preservation, DEA recovered CL and RW monuments for pre and post construction monument preservation and completed Corner Record Exhibits for reset monuments. DEA followed Caltrans Survey Manual for Safety, Control, Monumentation and Staking procedures.

Staff Involved: Bob Vasquez, Jerry Woodrow, Robert Muro

Ability to Provide Services in an Efficient and Expeditious Manner

DEA's Surveying and Geomatics staff is experienced in project schedules, budgeting, meeting project specific needs and tight deadlines. DEA understands that time is money. We save our clients time and money through close communication with the project team and agency staff. Collaborating with DEA will provide a benefit to the project by merging our resources with your goals throughout the project's completion.



While DEA's local office is located in Ontario, many of our field staff dispatch from home within miles of this project location. In addition to field staff, we have a roster of surveyors and survey technicians to support projects as needed. This gives us a great deal of flexibility in staffing yet allows us to maintain consistent personnel for this project. In the past under special circumstances, we have mobilized crews to assist on projects within 4 to 24-hour's notice and can have staffing available for night and weekend work, if needed.

DEA is committed to meet the demands of the project to maintain project schedules. We avoid schedule delays with proactive project management, planning and quickly preparing contingencies when needed. The depth of manpower and mobile tech resources available in our California offices enables us to recover almost any loss in schedule quickly and efficiently. At the first sign of impact to a schedule critical path, we develop a full range of recovery options. We are ready and available to begin work for the City immediately.

B. Experience of Key Personnel

DEA personnel are continuously engaged in construction staking projects. Our party chiefs are experienced in horizontal layout, structures layout and all aspects of highway interchange construction surveys. Our survey crews are equipped with total stations, digital levels and GPS equipment. Laptop computers and various software application packages such as AutoCAD or MicroStation complement their field equipment.

During the past 25+ years, DEA has provided construction staking services for many of the transportation improvements made around the Inland Empire. **Since 2007, both Bob Vasquez and Jerry Woodrow have worked together on many design and construction projects.** From interchanges, to highway widening, rail, grade separations, pipeline, survey control and design surveys, the two have been successful at delivering quality construction staking services to agencies and construction management teams around Southern and Central California.


Since 2013, Jay Bentley has been supported these projects by completing the research, analysis and final documents and

mapping during pre and post construction monument preservations tasks. The Key Personnel on this proposal have all worked for Construction Management teams as well as directly for Caltrans on On-Call Contracts with Districts 6, 7 and 8.

Part of construction staking services not includes field services, but also includes the calculations, documentation and quality notes. Our Field Lead Surveyor, Jerry Woodrow, is a CA Licensed Land Surveyor and conducts routine quality control checks on field crews he dispatches.

DEA understands the process required by the City of Moreno Valley and Caltrans for compliance with the appropriate standards and specifications necessary for providing construction survey services. In addressing the methodology for a typical highway interchange improvement project, DEA staff understand that the Caltrans Survey Manual and its revisions are the governing documents by which all surveying services will be performed.


Project Manager’s Experience


Robert D. Vasquez, PLS - Project/Contract Manager		Years of Experience: 34
 <p>Education Surveying and Mapping Certificate</p> <p>Registration PLS, CA (7300)</p>	<p>Robert D. Vasquez, PLS (Bob) has 34 years of experience and will serve as the project manager on the SR60 Moreno Beach Drive, Phase 2 construction surveying project. He will also be the main point of contact for this project. He will use well-defined project management procedures to maintain budgets, enhance communications, document activities, and facilitate a quality product. Bob's background is well versed in all types of field and office survey functions. His experience in the public sector, coupled with his broad range of experience at DEA, adds to his overall knowledge of understanding of various types of projects.</p> <p>Bob is a licensed professional land surveyor in the State of California (PLS7300) and has been with DEA for 14 years. He currently serves as DEA's California Region Survey Lead out of the Ontario, California office. Since coming to DEA in 2007, Bob has been involved in over 50 transportation construction surveying services projects using Caltrans standards. Some of the projects located in the Inland Empire where he has served as project manager have included:</p>	
	<ul style="list-style-type: none"> ➤ I-215 Widening, San Bernardino ➤ Boulder Avenue Bridge Replacement, Highland ➤ I-10 Westbound Widening, Redlands/Yucaipa ➤ I-15 Cajalco Interchange, Corona ➤ I-15 Duncan Canyon Interchange, Fontana ➤ I-10 Cherry Avenue Interchange, Fontana 	<ul style="list-style-type: none"> ➤ Palm Avenue Grade Separation, San Bernardino ➤ I-10 Pepper Avenue Interchange, Colton ➤ SR210 Baseline Interchange, Highland ➤ SR91 Corridor Auxiliary Lane, Corona ➤ SR60 Archibald Avenue Interchange, Ontario ➤ Colton Crossing, Colton
<p>All of this construction surveying experience provides Bob with a wealth of knowledge and the understanding of what is involved in a construction surveying project, such as the SR60 Moreno Beach Drive, Phase 2 project.</p>		


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Project Team Bios


In addition to our project manager, we have experienced project surveyors and certified party chiefs to assist on this project.

Jerry C. Woodrow, PLS, CFedS – PLS Party Chief/Project Surveyor, Field		Years of Experience: 45
 <p>DEA</p>	<p>Education Survey and Eng. Classes</p>	<p>Jerry will serve as the lead project surveyor and PLS party chief on this project. His 45 years of experience providing construction surveying services on major interchanges and freeways makes him a vital part of any transportation construction project. Jerry performs a majority of the calculations needed for field crews to complete all staking tasks and routinely conducts QA/QC field checks on survey requests. Since coming to DEA almost 20 years ago, Jerry has been involved in projects such as the SR210 Mainline Construction, the I-10 Westbound Widening, the I-215 Widening, the I-10 Cherry Avenue Interchange and the SR60 Archibald Avenue Interchange to name a few.</p>
	<p>Registration PLS, CA (6714) CFedS (1138)</p>	

Louis A. Henry – Certified Party Chief		Years of Experience: 38
 <p>DEA</p>	<p>Education Engineering, Math and Surveying Classes</p>	<p>Lou is a party chief with DEA. He has experience providing a variety of surveying services with a focus on transportation construction projects. He is adept in lot surveys, boundary, topographic, ALTA, control, construction, cadastral, and design surveys. He has been responsible for field calculations and pre-calculations for the field crews and has worked on various projects including freeways, pipelines, high-rises, subdivisions, rail, and site developments. Some of his recent projects include the SR210 Lane Addition and Baseline Interchange and the SR91 Corridor Auxiliary Lanes.</p>
	<p>Registration PLS, CA (7223) CFedS (1163)</p>	

Robert S. Muro – Certified Party Chief		Years of Experience: 19
 <p>DEA</p>	<p>Education General Studies</p>	<p>Robert is a party chief with DEA who has many years of experience performing surveying services in Southern California. His experience includes design, construction, topographic, scanning and GPS surveys. He has performed construction surveying services on many transportation projects in the Inland Empire. Some of these projects have included the I-15 Cajalco Interchange, the SR210 Lane Addition and Baseline Interchanges, the SR60 Archibald Avenue Interchange Improvements and the SR91 Corridor Auxiliary Lanes.</p>
	<p>Registration PLS, CA (7223) CFedS (1163)</p>	

John C. "Jay" Bentley, PLS, CFedS – Project Surveyor, Office		Years of Experience: 41
 <p>DEA</p>	<p>Education AAS, Forestry Surveying</p>	<p>Jay is a project surveyor with DEA. He has extensive experience in all types of surveying. His key strengths include survey control, construction, topographic, and boundary surveys. He is an expert in records research, analyzing complex survey projects, and resolving land dispute issues. His field surveying skills include records of survey, cadastral surveys, GLO and BLM retracements, and GPS surveys. As task lead, Jay regularly coordinates with field crews on right of way engineering surveying and design surveys.</p>
	<p>Registration PLS, CA (7223) CFedS (1163)</p>	

Gary A. Lewis, PLS – Project Surveyor, Office		Years of Experience: 31
 <p>DEA</p>	<p>Education Survey Coursework</p>	<p>Gary is a project surveyor with DEA. His background is diverse and includes map checking for records of survey, lot line adjustments, corner records and parcel maps. He has assisted on right of way improvements and has supervised field crews providing them with training, technical support, and accuracy checks. He has organized, managed, and executed QA/QC plans and has also provided project management. He holds a California state equivalency teaching credential and teaches land surveying classes at Victor Valley Community College. Prior to coming to DEA, Gary served as a Deputy County Surveyor for San Bernardino County.</p>
	<p>Registration PLS, CA (8601)</p>	

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Robert D. Vasquez, PLS | Project/Contract Manager



BRIEF EXPERIENCE BIO

Bob has 34 years of experience and has served many positions from managing projects, field crews, office support teams, and from 3D laser scanning to developing a new service for subsurface 3D utility mapping. Bob's experience in the public sector, coupled with his broad range of experience with DEA, adds to his overall knowledge of understanding of various rail, airport, highway, land development, flood control, water, and some unique projects. His project management experience includes managing and negotiating various size contract/task orders, public and private clients using various standards and requirements. Bob is knowledgeable in the preparation of rights-of-way and record of survey maps, legal description documents and exhibits, right-of-way engineering, construction surveying, QC surveying, 3D laser scanning, topographic field and boundary survey mapping and subsurface utility locating and mapping.

CURRICULUM VITAE

Education

Certificate, Surveying and Mapping,
Rancho Santiago College
Project and Business Management
Courses, University of California
Riverside
Management Leadership Academy,
National University

Registration

Professional Land Surveyor,
California (7300), 1996,

Years with DEA

14

Years with Other Firms

20

References

Mike Barnum
SBCTA
(909) 884-8276
mbarnum@gosbcta.com

Sagar Pandey, PE
SBCTA
(909) 884-8276
spandey@gosbcta.com

Wael Faqih, PE
Falcon Engineering Services, Inc.
(951) 549-9600
wfaqih@falcon-ca.com

RELEVANT PROJECTS

I-10 Pepper Avenue Interchange, for SBCTA, Colton, California

DEA provided construction surveying services. Located on Interstate 10 in the city of Colton, the Pepper Avenue Interchange provides freeway access to and from both commercial and residential communities, most notably is the Arrowhead Regional Medical Center. This project involves constructing a five-lane bridge over the I-10 and improvements to ramps and drainage for better circulation on and off the freeway. Funding for this project is a mix of local, State and Federal funds. The City of Colton, County of San Bernardino, and SBCTA have partnered to provide a \$10 million funding package for the necessary improvements along the busiest corridor in San Bernardino County. Bob served as the survey project manager.

SR-91 Corridor Aux Lane Construction Survey, Corona, California

On this RCTC project, DEA is performing construction surveying services on this project which consists of adding an approximately 2-mile general purpose lane in the westbound direction on the SR-91 which terminates at SR-241. The project also involves widening the County Line Creek undercrossing, construction new retaining walls, and reconstructing a portion of Green River Road. Survey calculations and adjustments have been performed and the construction staking includes utility locations, clearing limits, slope staking, storm drain, sanitary sewer and irrigation systems, rough grades, and finish grades. Bob is serving as the project survey manager.

I-10 at Cherry Avenue Interchange, for SBCTA., Fontana, California

As a subconsultant to Falcon Engineering, DEA performed construction surveying services on this project which replaces the existing five-lane Cherry Avenue bridge over I-10 with an eight-lane bridge. Included was the calculations and layout of the interchange bridge, retaining walls, flood control channel, drainage improvements, street, ramp and highway improvements, traffic and phasing stakes, as-builts, documentation of RFI and changes to the plans and the pre and post monument preservation. Bob served as project manager overseeing the construction surveying.

I-15 at Duncan Canyon Interchange, for SBCTA, Fontana, California

DEA performed construction surveying on this \$25 million project which renovated the existing two-lane overpass into a six-lane interchange. Included was calculations and layout of the interchange bridge, retaining walls, flood control channel, drainage improvements, street, ramp and highway improvements, traffic and phasing stakes, as-builts, documentation of RFI and changes to the plans and the pre and post monument preservation. Bob served as project manager.

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Jerry C. Woodrow, PLS, CFedS | PLS Party Chief, Project Surveyor, Field



BRIEF EXPERIENCE BIO

Jerry is an associate, senior project surveyor and PLS party chief with DEA and has 45 years of experience in the survey field. A California professional land surveyor and Certified Federal Surveyor, he has worked on a variety of projects including large transportation, bridge, rail, pipeline, and land development projects. He is experienced in all aspects of land surveying including construction, boundary, topographic, aerial control, 3D laser scanning, ALTA, and GPS surveying. He is also adept in computing and analyzing survey field data to Caltrans standards, utilizing Caltrans' field coding, and utilizing MicroStation and InRoads.

CURRICULUM VITAE

Education

Surveying and Engineering Classes, 1976, San Bernardino Valley College

Registration

Professional Land Surveyor, California (6714), 1992
 Certified Federal Surveyor, California (1138), 2007

Years with DEA

19

Years with Other Firms

26

References

Gary Tomasetti, PE
 Jacobs
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 951.342.3120
amra@southstareng.com

Wael Faqih, PE
 Falcon Engineering Services, Inc.
 (951) 549-9600
wfaqih@falcon-ca.com

RELEVANT PROJECTS

I-215 Widening, for SBCTA, San Bernardino, California

On behalf of SBCTA, Jerry served as a certified party chief/lead project surveyor for the construction surveying services on the I-215 widening through the City of San Bernardino. The construction involved 2.4 miles of improvements and included new undercrossings, new overcrossings, bridge widenings, sound walls, drainage structures and improvements to local streets. Included in the construction services, was the calculations and layout of over 16 bridges, retaining walls, drainage improvements, street, ramp and highway improvements, monitoring of MSE walls and rails for movement during excavation, traffic and phasing stakes, as-builts, documentation of hundreds of RFI and changes to the plans and the pre/post monument preservation.

SR 210 Lane Addition and Baseline Interchange, Highland, California

DEA is performing construction surveying as part of the Jacobs CM team on this project. The improvements include adding one mixed flow lane in each direction of SR-210, widening Baseline across the freeway, widening three of the four interchange ramps at the Baseline interchange, creating auxiliary lanes between the Baseline and 5th Street - Greenspot Road interchanges and constructing a deceleration lane at the eastbound Highland Avenue exit ramp and an acceleration lane at the eastbound 5th Street entrance ramp. Jerry is serving as the lead project surveyor and a PLS party chief.

SR60 at Archibald Interchange Improvements, Ontario, California

DEA is performing construction surveying services on this project with the Southstar Engineering CM team, which will widen Archibald to add a northbound left-turn lane to the westbound on-ramp and an additional southbound left-turn lane to the eastbound on-ramp. As lead project surveyor, Jerry is performing field and office calculations and reviewing available survey data, construction plans, and right of way plans in addition to providing construction staking.

I-10 Pepper Avenue Interchange, for SBCTA, Colton, California

EA provided construction surveying services to the Vali Cooper & Assoc. CM Team. Located on Interstate 10 in the City of Colton, the Pepper Avenue Interchange provides freeway access to and from both commercial and residential communities. This project involved constructing a five-lane bridge over the I-10 and improvements to ramps and drainage for better circulation on and off the freeway. The City of Colton, County of San Bernardino, and SBCTA partnered to provide a \$10 million funding package for the necessary improvements along the busiest corridor in San Bernardino County. Jerry served as a PLS Party Chief.

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Louis A. Henry | Certified Party Chief



BRIEF EXPERIENCE BIO

Lou is a certified party chief with DEA. He has 38 years of experience in providing a variety of surveying services. He is adept in lot surveys, boundary, topographic, ALTA, control, construction, cadastral, and design surveys. He has been responsible for field calculations and pre-calculations for the field crews and has worked on various projects including freeways, pipelines, high-rises, subdivisions, rail, and site developments. Additionally, Lou was a grade checker for Kasler Corporation where he was responsible for layout of new construction projects including the HOV lanes on the I-10 in San Bernardino County.

CURRICULUM VITAE

Education

Engineering Courses, Mt. San Antonio College, 1982
 Math and General Education Courses, Citrus College, 1984
 Surveying Courses, Pasadena City College, 1985

Years with DEA

14

Years with Other Firms

24

Reference

Gary Tomasetti, PE
 Jacobs
 909.974.2700
gary.tomasetti@jacobs.com

RELEVANT PROJECTS

SR-91 Corridor Aux Lane Construction Survey, Corona, California

As a subconsultant to Falcon Engineering on this RCTC project, Lou is serving as a party chief and is performing construction surveying services for adding an approximately 2-mile general purpose lane in the westbound direction on the SR-91 which terminates at SR-241. The project also involves widening the County Line Creek undercrossing, construction new retaining walls, and reconstructing a portion of Green River Road. Survey calculations and adjustments have been performed and the construction staking includes utility locations, clearing limits, slope staking, storm drain, sanitary sewer and irrigation systems, rough grades, and finish grades.

SR60 at Archibald Interchange Improvements, Ontario, California

As a subconsultant to Southstar Engineering, DEA is performing construction surveying services on this project which will widen Archibald to add a northbound left-turn lane to the westbound on-ramp and an additional southbound left-turn lane to the eastbound on-ramp. This widening will also extend an additional storage lane south of the interchange for northbound traffic accessing the westbound on-ramp. As a party chief, Lou is assisting in field and office calculations and reviewing available survey data, construction plans, and right of way plans in addition to providing construction staking.

I-10 Westbound Widening, Yucaipa to Redlands, California

As a subconsultant to Athalye, DEA provided construction staking services to add a general purpose lane for approximately 3.5 miles of westbound I-10 from Live Oak Canyon Road in Yucaipa to Ford Street in Redlands. Survey services included establishing horizontal and vertical control, setting monuments, construction staking of pavement, utility improvements, storm drain improvements, AC pavement limits, and other project plan features. Lou served as an instrumentman on this project.

I-15 / Duncan Canyon Interchange Construction Surveying, Fontana, California

As a subconsultant to Caltrop, DEA provided construction surveying services on this \$25 million SBCTA and Caltrans project which renovated a two-lane overpass into a six-lane interchange. This new interchange, which is located between Summit Avenue and Sierra Avenue, was constructed to address the need for additional access to the I-15 during busy traffic hours. Lou served as an instrumentman working alongside Jerry Woodrow completing construction staking, survey control, as-builts and final RW monumentation.

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Robert S. Muro | Party Chief



BRIEF EXPERIENCE BIO

Robert is a certified party chief with DEA who has 19 years of experience performing surveying services in Southern California. His experience includes design, construction, topographic, ALTA, scanning and GPS surveys. He has performed surveying services on various transportation, water and land development projects providing construction layout and records of survey. He has in-depth knowledge with various survey equipment and currently works with Trimble equipment and TBC software.

CURRICULUM VITAE

Education

General Studies, Cal Baptist University
Completion, Local 12 Survey Apprenticeship Program

Years with DEA

5

Years with Other Firms

14

Reference

Gary Tomasetti, PE
Jacobs
909.974.2700
gary.tomasetti@jacobs.com

RELEVANT PROJECTS

SR60 at Archibald Interchange Improvements, Ontario, California

As a subconsultant to Southstar Engineering, DEA is performing construction surveying services on this project which will widen Archibald to add a northbound left-turn lane to the westbound on-ramp and an additional southbound left-turn lane to the eastbound on-ramp. This widening will also extend an additional storage lane south of the interchange for northbound traffic accessing the westbound on-ramp. As a party chief, Robert is assisting in field and office calculations and reviewing available survey data, construction plans, and right of way plans in addition to providing construction staking.

I-15 Cajalco Interchange Quality Assurance Survey, Corona, California

As a subconsultant to Southstar Engineering, DEA provided quality assurance surveys on this project. The project involved the reconstruction of I-15 at Cajalco Road and includes improvements to increase the capacity of the bridge and ramps in order to reduce congestion and accommodate projected area growth. The project included the construction of a six-lane overcrossing bridge on a new alignment north of the existing bridge. In addition, the existing northbound and southbound ramp intersections were reconfigured, and all existing ramps were realigned. Robert served as a party chief.

US 395 Widening, San Bernardino County, California

As a subconsultant to Arcadis, DEA performed construction surveying services on this project. The first phase of the project was to widened is north of SR-18. The project widened US-395 from Route 18 (Palmdale Highway) to Chamberlain Way in Adelanto from two to four lanes, with left-turn pockets, sound walls and standard shoulders. This project extends a bridge at Joshua Wash. The 12.5 miles of the project was constructed in nine phases as funding was identified. Robert worked as a party chief on this project.

Date Palm Drive Bridge Widening over Whitewater River, Cathedral City, California

As a subconsultant to Falcon Engineering, DEA provided construction surveying services on this project. The purpose of the project was to help reduce congestion and improve safety on Date Palm Drive by widening the existing bridge from four to six lanes. This bridge widening project involved roadway improvements, retaining walls, ADA compliant sidewalks and ramps, new and modified medians, traffic signal modification, landscaping and irrigation along medians and parkways, drainage improvements and related and appurtenant facilities. Robert served as a field survey technician on this project.

John C. "Jay" Bentley, PLS, CFedS | Project Surveyor, Office



BRIEF EXPERIENCE BIO

Jay is a project surveyor with DEA. He has 41 years of experience in the surveying industry with 12 of those years spent with the USDA Forest Service. He has extensive experience in all types of surveying, project management, leadership, and mentoring. His key strengths include GPS control, construction, topographic, and boundary surveys. He is an expert in records research, analyzing complex survey projects, and resolving land dispute issues. His field surveying skills include records of survey, cadastral surveys, GLO and BLM retracements, and GPS surveys. Jay regularly manages field crews, instructing them in proper field procedures.

CURRICULUM VITAE

Education

AAS, Forestry / Surveying, Paul Smith's College, NY

Registration

Professional Land Surveyor, California (7223), 1996, Washington (29268), 1992, Oregon (2656), 1994, Idaho (7689), 1994, Montana (12253), 1995
 Certified Federal Surveyor, CFedS (1163), 2008

Years with DEA

9

Years with Other Firms

32

Reference

Robert Woodard
 Bender Rosenthal, Inc.
 702.308.3589
 r.woodard@benderrosenthal.com

RELEVANT PROJECTS

I-10 / Cherry Interchange Construction Surveying, for SBCTA, the County of San Bernardino, and the City of Fontana, California

As a subconsultant to Falcon Engineering, Inc., DEA performed construction surveying services on this project which replaces the existing five-lane Cherry Avenue bridge over I-10 with an eight-lane bridge, from Slover Avenue to Valley Boulevard. The project widened the bridge over the railroad tracks from four lanes to eight lanes and make improvements to on-and-off ramps, as well. Intersection improvements were made at the Cherry and Slover intersection and Cherry and Valley intersection, as well as other local street improvements. The City of Fontana, SBCTA, and the County of San Bernardino worked in cooperation to reconstruction this interchange in an effort to reduce traffic congestion in the City of Fontana. Jay served as project surveyor.

Palm Avenue Grade Separation, for SBCTA, San Bernardino, California

As a subconsultant to Vali Cooper & Assoc., DEA provided construction surveying services on this SBCTA project. The project involved the construction of a two-lane bridge over the BNSF railroad tracks at Palm Avenue to eliminate the need for motorists and emergency vehicles to wait for trains to pass. The project also provided unimpeded access to warehouse, distribution and industrial facilities located in the area. As a project surveyor, Jay processed field topography data, prepared pre-construction records of survey, assisted with quality control and prepared final deliverables. All work was performed to Caltrans standards.

US 395 Widening, San Bernardino County, California

DEA performed construction surveying services on this project. The first phase of the project was to widened is north of SR-18. The project widened US-395 from Route 18 (Palmdale Highway) to Chamberlain Way in Adelanto from two to four lanes, with left-turn pockets, sound walls and standard shoulders. This project extends a bridge at Joshua Wash. The 12.5 miles of the project was constructed in nine phases as funding was identified. Jay served as a project surveyor on this project.

I-15 / Duncan Canyon Road Interchange, for SBCTA, Fontana, California

As a subconsultant to Caltrop, Jay served as a project surveyor to perform construction surveying services on this \$25 million SBCTA project which will renovate the existing two-lane overpass into a six-lane interchange. This new interchange, which is located between Summit Avenue and Sierra Avenue, is being constructed to address the need for additional access to the I-15 during busy traffic hours. The area is looking to increase in growth rapidly in population and development over the next 25 years.

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Gary A. Lewis, PLS | Project Surveyor, Office



BRIEF EXPERIENCE BIO

Gary is a project surveyor with DEA and has 31 years of experience. His background is diverse and includes map checking for records of survey, lot line adjustments, corner records and parcel maps. He has assisted on right of way improvements and has supervised field crews providing them with training, technical support, and accuracy checks. He has organized, managed, and executed QA/QC plans and has also provided project management. He holds a California state equivalency teaching credential and teaches land surveying classes at Victor Valley Community College. Prior to coming to DEA, Gary served as a Deputy County Surveyor for San Bernardino County.

CURRICULUM VITAE

Education

Riverside City College, Survey

Registration

Professional Land Surveyor,
California (8601), 2009

Years with DEA

1

Years with Other Firms

30

Reference

Tom Herrin
San Bernardino County Surveyor
909.387.8148
therrin@dpw.sbcounty.gov

RELEVANT PROJECTS

Puente Hills Intermodal Facility, Puente Hills, California

Gary served as a project surveyor on this project and provided various construction surveying services including field and office calculations. The project was located near SR60 and I- 605 freeways. The project included 3 ½ miles of new rail track including bridges, over and under crossings, sound walls, utility staking along with new railyard and maintenance buildings.

Burriss Basin Improvements, Anaheim, California

Gary served as a project surveyor on this project and provided construction surveying services for the Orange County Water District. Located East of the 57 freeway between Lincoln Ave and E. Ball Road, the project included reconfiguration of wetland and drainage areas. Gary also performed monthly quantity surveys along with as-built surveys.

South Levee Improvement Reach 3, Santa Maria, California

Gary served as a project surveyor on this project and provided construction surveying services for the Army Corp of Engineers. Located on the north side of the City of Santa Maria, this project included 2 miles of removal of dirt levee and the installation of a soil cement levee. Monthly quantity surveys were performed along with pre and post topographic surveys when required.

Solar Electric Generating Stations, Harper Dry Lake, California

Gary served as a party chief and project surveyor on this project and provided construction staking services for Luz Industries. Located near the intersection of Highway 395 & Highway 58 along with projects near Harper Dry Lake, the project included layout of drill holes for concrete mounts to which the solar panels were to be attached. Layout of all utilities associated with solar panels was also included along with layout of storage and fuel tanks and layout of generating power stations located on site. Gary was also responsible for locating as-built information for work that had been done.

Rosena Ranch, Devore, California

Gary served as a project surveyor on this project and provided construction surveying services for the Lewis Homes. Located south of the 15 Freeway near Glen Helen Parkway, the project included 500+ new housing units along with all new infrastructure including sewer, storm drain, water along with various other utilities. Gary located exterior and interior boundary necessary to complete the various phases of construction.

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C. Project Approach/Understanding

DEA understands that this project will replace the bridge over State Route 60 at Moreno Beach Drive SR-60 / Moreno Beach (Project) from its current two-lane configuration to a seven-lane bridge. The project will reconfigure the northside of the interchange and add a westbound auxiliary lane/on-ramp. The interchange will be a cloverleaf in the northeast quadrant and have a dedicated southbound Moreno Beach Drive to westbound SR-60 on-ramp. Furthermore, the eastbound ramp terminals will be raised to meet the new grade of the bridge. In addition to the improvements to be made at the interchange, Storm Drain Line K-1, a 90" RCP, will be installed along the northerly right of way of Ironwood Avenue. Expansion of the current facilities has been needed for quite some time due to the traffic demand resulting from the previous and planned development in the area. To accommodate this size of pipe, a portion of the EMWD Waterline will need to be relocated. This section of the proposal will outline those tasks to be completed in 3 sections: 1) Phase 2 of the Moreno Beach Drive interchange, 2) relocation of the EMWD waterline and 3) installing the 90" RCP along Ironwood Avenue.

Managing Approach

Bob Vasquez, along with Jerry Woodrow, will be points of contact for this project. Bob will be the overall Project Manager, while Jerry will be the field representative who will be interacting as needed with the Falcon CM Team and Contractor while in the field. Jerry will have direct authority over field crews and calculations as he sees the need developing. We have been successful with this approach and been complimented by several of our construction management team for this approach.

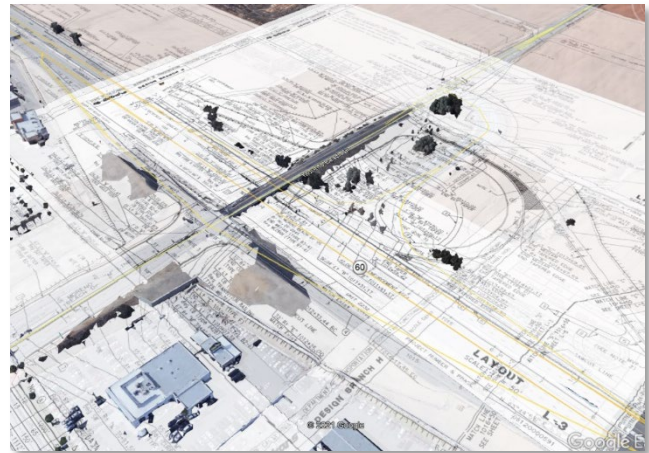
Construction surveying services will be provided on an on-call basis up to the not-to-exceed amount. This scope has an identified a level of effort in terms of a not-to-exceed amount in furtherance of construction staking services. DEA will provide ample field personnel for the duration of the construction. It is important that the Field Party Chief(s) assigned to the Project be completely familiar with the survey requirements and the assignments for the Project.

DEA will furnish surveying crew(s) to perform construction surveys for this Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. DEA survey requests will be assigned as needed by the Resident Engineer (Falcon Engineering) to meet the schedule of the construction contractor.

DEA will perform survey services in accordance with the latest edition of the Caltrans Surveys Manual and District 8 Standard Staking Procedures Manual. Unless otherwise specified in the survey request, control surveys will conform to second order (modified) accuracy standards as specified in the Caltrans Survey Manual.

Safety

Safety is part of culture at DEA. We conduct routine safety meetings, audits and encourage our office and field staff to think about safe practices while conducting and completing our assigned tasks. Our goal for every project is to have zero



accidents or injuries. DEA also keeps up with current guidelines issued by local, state and federal agencies. When COVID-19 hit last March 2020, DEA immediately followed strict guidelines set by the state of California and the CDC. We notified our clients to express our updated safety protocols. DEA separated field crew staff, provided DEA work trucks for each field staff and allowed remote access and electronics so that DEA would not delay any schedules for staking requests. We still follow all state and federal COVID-19 guidelines to this day.

Safety extends from personal safety to our equipment as well. Survey vehicles must be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles will be fully equipped with all necessary tools, instruments, supplies and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles will be equipped with a flashing yellow beacon light. DEA will provide traffic control devices as required to perform requested survey work. Traffic control devices are limited to signs, sign bases, flags, handheld signs, and 28" tall reflective traffic cones.

Dealing with Project Challenges

One of the key elements to our continued success on transportation construction projects, is our method of reviewing the printed approved construction plans during the early stages of the project prior to the contractor making requests for survey staking. We feel that this approach links

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the design and construction processes for the planned improvements. Often times, plans don't contain sufficient information shown for the improvements to be staked in the field for construction. Or, perhaps the plan grade or join elevations, quantities and alignments need revising. Depending on the effort taken during the PS&E stage of the project, we find that there can be significant variations between the existing grades shown on the plans and those existing in the field. This is usually a challenge on interchanges where new or existing slopes will be constructed. So by reviewing the plans prior to construction, sufficient time will be available to submit a RFI for corrective actions. Any RFI created will be submitted to the project resident engineer.

During our preliminary review of the Project plans, a few items were discovered, such as, the location of the fencing to be constructed along the existing Caltrans Right of Way, especially along the north side of the SR60 Highway. Permanent monuments will be required to be set at the new angle points of the fence line. DEA would request any information the city may have for the right of way lines or conduct research at the Caltrans District 8 office in San Bernardino. A recent search of records with the County of Riverside online webservice does not show any recorded maps or documents delineating any monumentation along the northerly RW lines. By setting RW monuments, we would be required to prepare and file a Record of Survey Map with the County of Riverside pursuant to the Business and Professions Code.



As we do on all construction projects, any discovery made in the plans, in the field or other, will be brought to the attention of the Resident Engineer on the project, and together, will develop a solution for the challenge for submittal to the agency for approval.

Quality Control

Quality control is project-specific activities consistently applied to ensure quality project deliverables. The objective of the QC program is to detect and eliminate major defects in project

work products and limit minor defects consistent with commonly accepted standards. This is accomplished through the application of continuous checks and comprehensive reviews prior to each delivery milestone. In addition, DEA utilizes several different checklists to support the quality deliverable.

During field services, DEA uses several operations to control our quality. These range from field crews reading out loud the cut and fills as one is writing the information on the lath, then checking the information for any transposition of the information. As field crews dispatch to set line and grade stakes, before doing so, the survey control being used is checked into other set control for possible disturbance. Additionally, the crew will perform check shots on previously staked or constructed improvements as checks on the data to be staked. Upon completion of the staking, a 'as-staked' point is collected as a validation of what was staked as well as to document those stakes set by the surveyor. Prior to any grade sheets or other survey notes submitted to the Resident Engineer, they will be reviewed by the office project surveyor for accuracy and that the task completed is what was asked for in the survey request.

When setting survey control for final right of way and controlling centerline points, measurements will be taken from various control points to validate the position of the permanent monument to be set.

Timely Execution of Projects for Construction

DEA will work closely with the Resident Engineer on the Construction Management team, along with City staff, to verify that the completion of tasks is finalized by the desired dates. To assist DEA's project manager, Bob Vasquez, in meeting tight schedules, Jerry Woodrow, the lead project surveyor, will coordinate with DEA office staff so that field crews, equipment and any other needs of this project can be met. DEA has successfully dispatched survey crews with very short notices. On a project at March Air Base, the contractor was forced to change the schedule due to base operations. This happened over a weekend. The contractor called us on Sunday night and a crew was there first thing Monday. Currently, while working on the SR60/Archibald interchange project, a challenge with a property owner required the CM team to expedite the improvements or be sued. Again, over the weekend, DEA was notified of the challenge, and we dispatched a crew to be on the project site first thing Monday morning. These two examples were not part of a planned event. They were last minutes and DEA moved field crew schedules around to accommodate the project's immediate needs.

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Scope of Services – Moreno Beach Drive Interchange Phase II

DEA is an IUOE Local 12 firm and our field hours are based per current union agreement and current CA DIR prevailing wage requirements. DEA will provide staking based on **one (1)** set of stakes, as follows:

1. DEA Pre-Construction Plan Review, Calculations, Research and Meetings:

As mentioned in our proposal, reviewing approved plans and conducting preliminary survey calculations prior to construction, will benefit the project, and that’s what DEA will be performing. DEA will attend the pre-construction meeting, as well as subsequent meetings with the client or city as needed.

2. Project Control:

DEA will establish horizontal and vertical control points for conventional staking as well as other tasks such as monument preservation and final monumentation. Any supplemental control to be set by DEA will be tied into the existing project control using the values and locations shown on the approved plans, and as provided by the city.

3. Monument Preservation –Pre and Post Construction:

Prior to construction activities, monuments falling within the project limits that may be destroyed during the course of the project construction will be recovered, tie-out and documented in accordance with Business and Professions Code and in accordance with Land Surveyor’s Act Section 8762. These monuments may include right of way monuments, centerline monuments, benchmarks and other survey control monuments of record. For the purposes of this proposal, it is assumed that two (2) monuments will be recovered and replaced Post Construction. What is not known at this time is the number of monuments that may be recovered along the Caltrans Right of Way, especially along the northerly side of SR60. This right of way is not in the same location as current fences exist in the field.

4. Demolition/Sawcut/Right of Way Limits (approx. 5,000’):

DEA will provide one (1) set of demolition/saw cut line markings at 50-foot intervals. Right of Way and easement limits will be flagged at 50-foot intervals and angle points. These limits will be obtained from the plans or by Caltrans maps or deeds as it pertains to right of way and easement limits.

5. ESA Limits (approx. 400’)

DEA will provide one (1) set of stakes delineating those two areas shown as ESA on the approved plans. The interval



and limits vary per site and we will be flexible since the accuracy necessary for this effort is not high.

6. Slope Stakes (approx. 9,000’):

DEA will provide one (1) set of stakes to support building the slopes along those portions south and north of the new bridge and raised centerline profile of the existing Moreno Beach Drive and ramps completed during Phase 1 of this project.

7. Rough Grade Stakes:

DEA will provide one (1) set of stakes at 50-foot intervals for Moreno Beach Drive and ramp areas. Upon completion of rough grade, one (1) set of stakes will be set along the alignment at 50-foot intervals for finish surface.

8. Curb/Gutter (approx. 2,100’):

DEA will provide one (1) set of stakes at 50-foot intervals for the planned Moreno Beach Drive street improvements.

9. Median Island Curb (approx. 2,140’):

DEA will provide one (1) set of stakes at 25-foot or 50-foot intervals (as applicable) for the planned Moreno Beach Drive street improvements.

10. Sidewalk Staking:

DEA assumes that the contractor will set forms from the curbs constructed and will not need any staking for sidewalk forms.

11. ADA Ramp Staking (approx. 6 ea.):

DEA will provide one (1) set of stakes to mark the center ADA ramps.

12. Storm Drain/Catch Basin/Junction Structure Stakes:

DEA will provide one (1) set of stakes for storm drain (approx. 1,600 feet) and structures (30). Stakes will be set

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at intervisible, BC, EC, grade and alignment breaks, junctions and inlets and risers.

13. Utilities

DEA will provide one (1) set of stakes to mark finish surface for utilities shown in the plans to be relocated.

14. Bridge Structure and Abutments:

DEA will provide one (1) set of stakes at applicable intervals for best use of construction while following the Caltrans Staking Manual. This includes staking for Bents, checking elevations and staking bridge abutments.

15. Fence Lines (approx. 4,580'):

DEA will provide one (1) set of stakes at 200-foot intervals on tangent sections and at 50-foot intervals along curved portions, along with angle points for fence lines. Research and calculations for the right of way lines will be required so that the proposed fence line will fall within Caltrans right of way.

16. Maintenance/CHP Pads (approximately 8 locations):

DEA will provide one (1) set of stakes for the maintenance/CHP pads marking the finish surface.

17. AC Dikes (approx. 1,100'):

DEA will provide one (1) set of stakes at 50-foot intervals for the planned Moreno Beach Drive street improvements.

18. Landscape Hardscape (approx. 500'):

DEA will provide one (1) set of stakes at 50-foot intervals for the planned Moreno Beach Drive street improvements.

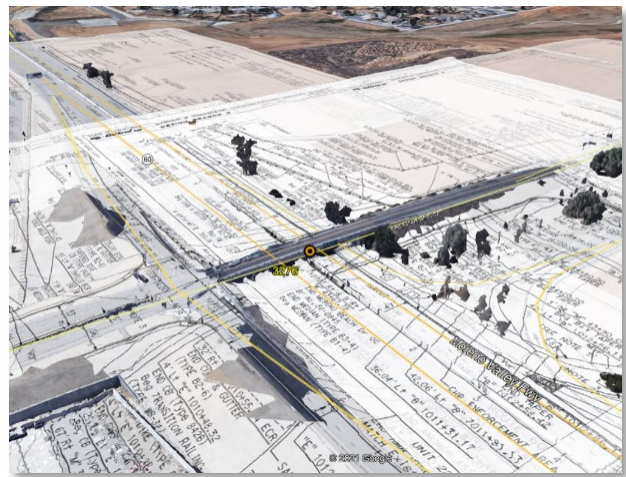


19. V-Ditch (approx. 3,000'):

DEA will provide one (1) set of stakes at 50-foot intervals for the planned Moreno Beach Drive street improvements.

20. Channel (approx. 1,800'):

DEA will provide one (1) set of stakes at 50-foot intervals for the planned Moreno Beach Drive street improvements.



21. Bio Swale (approx. 1,000'):

DEA will provide one (1) set of stakes at 50-foot intervals for the planned Moreno Beach Drive street improvements.

22. Restake:

DEA will provide staking for those stakes previously staked as requested, that were destroyed or disturbed during construction activities. Requests for restakes will be reviewed by the RE and DEA will track these restakes requests for payment. For the purposes of this proposal, ten (10) trips at 2-hour limits per trip, have been included in this fee. Additional fees will be requested if the level of effort exceeds this budgeted amount.

23. Right of Way Monuments and Record of Survey Map:

DEA will set Caltrans approved monuments along the current Right of Way limits during the time when fence lines are to be set. This will ensure that the proposed fence alignment agrees with right of way. Approximately 20 monuments are proposed to be set at controlling and angle points along the right of way lines. Once all final monuments have been set for post construction monument preservation and right of way monumentation, DEA will prepare and file a Record of Survey Map to perpetuate the monuments set in the field. The monuments to be set in the field will be stamped with the Licensed Land Surveyor's number. The map will be signed and sealed by a California Licensed Land Surveyor as required by state law. Agency fees have not been included in this fee and are assumed to be a fully reimbursable cost.

Stage 1A, 1B:

DEA will provide staking, as listed above, for construction of a portion of lines "B", "C", and "F", temporary paving on the west side of Moreno Beach Drive, portion of the proposed Moreno Beach Drive OC, westerly portions of Line "M" north and south of the proposed OC, median

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improvements in the center divider for SR60 at the OC and ramp lines “D” and “E”.

Stage 2:

DEA will provide staking, as listed above, in support of the demolition of the existing OC and the construction of the eastern portion of the Moreno Beach Drive OC, median improvements along the center of SR60, eastern portion of Moreno Beach Drive south of the proposed OC.

Stage 3A, 3B:

DEA will provide staking, as listed above, for construction of a portion of the east side of Moreno Beach Drive and the median along Moreno Beach Drive south of Eucalyptus Avenue, ramp line “B” and “C” and WB SR60 mainline improvements.

Exclusions:

The following is a short list of items that are not excluded in this proposal/fee, and anything not listed above is assumed to be out of scope and additional fees will be necessary to complete the additional level of effort requested:

- Topographic Surveys
- Quantity Surveys
- As-Built Surveys
- Landscape/Plant Establishment Phase
- Traffic Control
- Permits
- Agency Fees

Resource Allocation Table

For each section, we have included a resource allocation table which shows our tasks and appropriate individuals who will be doing these tasks with the hours it will take to complete each task.

Task and Description	2 Man Crew	Project Surveyor Field	Project Surveyor Office	Project Coordinator	Project Manager	Total Man Hours
Pre-Construction Plan Review, Calculations, Research and Meetings	4	40	2	2	4	52
Project Control	24	16	8	1	2	51
Monument Preservation –Pre and Post Construction	4		16		2	22
Demolition/Sawcut/Right of Way Limits	22	4			1	27
ESA Limits	8	4			1	13
Slope Stakes	45	12			2	59
Rough Grade	140	35		4	2	181
Curb/Gutter	22	8			1	31
Median Island Curb	22	8			1	31
ADA Ramp Staking	8	4			1	13
Storm Drain/Catch Basin/Junction Structure	48	8		2	2	60
Bridge Structure/ Abutments	16	8			1	25
Utilities	16	4			1	21
Fence Lines	23	4			1	28
Maintenance/CHP Pads	11	4			1	16
AC Dikes	11	4			1	16
Landscape Hardscape	11	2			1	14
V-Ditch	30	4		2	2	38
Channel	18	4			1	23
Bio Swale	8	2			1	11
Restake	20	2			1	23
Right of Way Monuments and Record of Survey Map	25		40	4	2	71
Totals	536	177	66	15	32	826
Percentage of overall total hours	65%	21%	8%	2%	4%	

Scope of Services – Moreno MDP Line K-1 Storm Drain

DEA is an IUOE Local 12 firm and our field hours are based per current union agreement and current CA DIR prevailing wage requirements. DEA will provide staking based on **one (1)** set of stakes, as follows:

1. DEA Pre-Construction Plan Review, Calculations, Research and Meetings:

As mentioned in our proposal, reviewing approved plans and conducting preliminary survey calculations prior to construction, will benefit the project, and that’s what DEA will be performing. DEA will attend the pre-construction meeting, as well as subsequent meetings with the client or city as needed.

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2. Project Control:

DEA will establish horizontal and vertical control points for conventional staking as well as other tasks such as monument preservation and final monumentation. Any supplemental control to be set by DEA will be tied into the existing project control using the values and locations shown on the approved plans, and as provided by the city.

3. Storm Drain/Junction Structure/ Stakes:

DEA will provide one (1) set of stakes for storm drain (approx. 1,500 feet) and structures (8). Stakes will be set at 50-foot intervals, BC, EC, grade and alignment breaks, junctions and inlets and risers.

4. Outlet Structure and Rip Rap Grading:

DEA will provide one (1) set of stakes for storm drain (approx. 1,600 feet) and structures (30). Stakes will be set at intervisible, BC, EC, grade and alignment breaks, junctions and inlets and risers.

5. Access Road and Ramp:

DEA will provide one (1) set of stakes for construction of the Access Road and Ramp as shown on the approved plans. Staking will use Riverside County Flood Control Standard Plans M827 for full dimensioning and other pertinent information to stake.

6. Monument Preservation

Since the alignment of the proposed 90" RCP falls close to the existing street RW, there may be a few locations where construction and RW meet. DEA will research, search for, and document the effort made to protect/preserve any RW or property corners in the area of the proposed alignment. Should a corner monument be recovered, DEA will file a Corner Record to document the location in the event it requires to be set after construction. No fee has been included for this effort since it is not evident if there are monuments to be preserved on the plans.

Task and Description	Project Surveyor		Project		Project Manager	Total Man Hours
	2 Man Crew	Field	Office	Coordinator		
DEA Pre-Construction Plan Review, Calculations, Research and Meetings	1	8	4	2	2	17
Project Control	8	4			1	13
Monument Preservation –Pre and Post Construction:	2		8		1	11
CL of Ironwood Stationing	12	4			1	17
Demolition/Sawcut/Right of Way Limits	8	4			1	13
Access Road and ramp	8	2			1	11
Storm Drain / RipRap and Structures	50	16		2	1	69
Ironwood Curb Returns	4	4			1	9
Totals	93	42	12	4	9	160
Percentage of overall total hours	58%	26%	8%	3%	6%	

Scope of Services – EMWD Waterline Relocation

DEA is an IUOE Local 12 firm and our field hours are based per current union agreement and current CA DIR prevailing wage requirements. DEA will provide staking based on **one (1)** set of stakes, as follows:

1. DEA Pre-Construction Plan Review, Calculations, Research and Meetings:

DEA will review and calculate the locations for staking needs. It is assumed that this task will be performed during the MDP Line K-1, therefore, survey control and other calculations performed during that task will be used.

2. Waterline Staking:

DEA will provide one (1) set of stakes for the beginning and ending of the proposed waterline adjustment as shown on the approved plans.

Task and Description	Project Surveyor		Project		Project Manager	Total Man Hours
	2 Man Crew	Field	Office	Coordinator		
DEA Pre-Construction Plan Review, Calculations, Research and Meetings		1			1	2
Project Control	1	1				2
Waterline Relocation Staking	2	2		1	1	6
Totals	3	4	0	1	2	10
Percentage of overall total hours	30%	40%	0%	10%	20%	

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

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

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$152,240.00.
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/biz-lic>.
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 forty-five (45) days of receipt of the invoice for same.



DAVID EVANS
AND ASSOCIATES INC.

April 19, 2021

Margery Lazarus, PE Senior Engineer
Capital Projects Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Subject: PROPOSAL FOR CONSTRUCTION SURVEYING SERVICES, STATE ROUTE 60 / MORENO BEACH DRIVE INTERCHANGE PHASE 2 IMPROVEMENTS, PROJECT NUMBER: 801 0021, PROJECT ID: CT0812000059, EA 32303

Dear Ms. Lazarus:

David Evans and Associates, Inc. (DEA) is thankful for this opportunity to submit this revised cost proposal as part of our response to the Request for Proposal for this project. Included in this cost proposal is our staff allocation chart, our proposed staffing and our schedule of rates for this project.

DEA acknowledges that the hourly rates listed in the following pages are part of this proposal and will be used in our invoices for progress payments and for extra work incurred during the course of the project.

You will notice that several subtasks have been removed from our original cost proposal. A few of the subtasks have been merged with other tasks, while some will be assumed to be completed by the contractor without the need for survey staking. Additionally, we have moved the cost for Right of Way Monumentation and the filing of a Record of Survey Map to an optional task. Lastly, we added an optional task titled "Additional Survey Services as Requested" to cover unforeseen needs for surveying during this project.

DEA has tried our hardest to prepare a cost estimate for the level of efforts needed to provide surveying services on this project. We understand that should there be an increased level of effort from more demand by the construction management team and the selected contractor, that DEA can submit a request for additional fees through an amendment to our contract.

The fee for this proposal is estimated to be a total of **\$152,240**, with optional tasks totaling an additional \$28,065. (please refer to attached pages 2-6 for a summary and breakdown on this fee).

We are truly excited about the possibilities of providing our construction surveying services to the City of Moreno Valley and Falcon Engineering Services, Inc, on this project. We are confident that the DEA team will contribute to the success of this project.

If you need additional information or require clarification on any of the information we have provided, please feel free to contact me at 909.481.5750 or via email at rdv@deainc.com.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Robert D. Vasquez, PLS
Senior Associate / Project Manager



Staff Classification and Rate Table

David Evans and Associates, Inc. Staff Classifications, Names, Roles and Rates

Classification	Name	Role	Hourly Loaded Rate
Survey Project Manager	Robert Vasquez, PLS	Overall Task Leader	\$235
Project Surveyor	Jerry Woodrow, PLS	Construction Calcs/ Lead Field Surveyor	\$180
Project Surveyor	Gary Lewis, PLS	Field/Office Support	\$180
Project Surveyor	John"Jay" Bentley, PLS, CFedS	Office RW and Mapping Support	\$180
Project Coordinator	Felcia Mantz	Project Reports	\$105
PLS Party Chief **	Jerry Woodrow, PLS	Party Chief and QC Checks	\$315
Party Chief **	Lou Henry	Chief of Crew	\$315
Party Chief **	Robert Muro	Chief of Crew	\$315
Instrumentman **	Michael Balderston	Field Technician	*
Instrumentman **	Fulton Torreyson	Field Technician	*
Apprentice **	Kyle Yenulonis	Field Technician	*

* indicates this position is part of the hourly crew rates
 ** indicates a Prevailing Wage Classification and Union Local 12



Fee Proposal Summary Report

David Evans and Associates, Inc. Fee Proposal Summary Report

Task and Description	Total Man Hours	Total Fee
State Route 60/Moreno Beach Drive Phase 2	491	\$130,305
Moreno MDP Line K-1 Storm Drain	79	\$19,695
EMWD Waterline Relocation	10	\$2,240
Optional Tasks	71	\$28,065

Refer to pages 3 through 6 for a breakdown of hours and fees for each line item shown above.



SR60/Moreno Beach Interchange Phase 2 Fee Proposal

David Evans and Associates, Inc. State Route 60/Moreno Beach Drive Phase 2

Task and Description	Project Surveyor		Project Surveyor		Project Coordinator	Project Manager	Total Man Hours	Total Fee
	2 Man Crew	Field	Office	Office				
	\$315	\$180	\$180	\$105	\$235			
Pre-Construction Plan Review, Calculations, Research and Meetings	4	40	2	2	4	52	\$9,970	
Project Control	12	8	8	2	1	31	\$7,105	
Monument Preservation –Pre and Post Construction	16		16		2	34	\$8,390	
Demolition/Sawcut/Right of Way Limits	16	4			1	21	\$5,995	
Slope Stakes	32	12			2	46	\$12,710	
Rough Grade / Maint-CHP Pads	60	16		4	2	82	\$22,670	
Curb/Gutter	20	8			1	29	\$7,975	
Median Island Curb	16	8			1	25	\$6,715	
ADA Ramp Staking	12	4			1	17	\$4,735	
Storm Drain/Catch Basin/Junction Structure	32	8		2	2	44	\$12,200	
Bridge Structure/ Abutments	16	8			1	25	\$6,715	
Fence Lines	12	4			1	17	\$4,735	
V-Ditch	16	4		2	2	24	\$6,440	
Channel	16	4			1	21	\$5,995	
Restake	20	2			1	23	\$6,895	
Totals	300	130	26	12	23	491	\$129,245	
SubTotal by Classification	\$94,500.00	\$23,400.00	\$4,680.00	\$1,260.00	\$5,405.00	ODC (mileage)	\$1,060	
Percentage of overall total hours	61%	26%	5%	2%	5%	Fee	\$130,305	



Moreno MDP Line K-1 Storm Drain Fee Proposal

David Evans and Associates, Inc. Moreno MDP Line K-1 Storm Drain

Task and Description	Project Surveyor					Total Man Hours	Total Fee
	2 Man Crew	Field	Office	Coordinator	Project Manager		
	\$315	\$180	\$180	\$105	\$235		
DEA Pre-Construction Plan Review, Calculations, Research and Meetings	1	4	4	2	1	12	\$2,200
Project Control	4	4			1	9	\$2,215
CL of Ironwood Stationing	8	4				12	\$3,240
Demolition/Sawcut/Right of Way Limits	8	4				12	\$3,240
Access Road and ramp	4	2			1	7	\$1,855
Storm Drain / RipRap and Structures	11	4		2	1	18	\$4,630
Ironwood Curb Returns	4	4			1	9	\$2,215
Totals	40	26	4	4	5	79	\$19,595
SubTotal by Classification	\$12,600.00	\$4,680.00	\$720.00	\$420.00	\$1,175.00	ODC (mileage)	\$100.00
Percentage of overall total hours	51%	33%	5%	5%	6%	Fee	\$19,695

Attachment: Agreement with David Evans and Associates, Inc. (4348 : AUTHORIZATION TO AWARD



EMWD Waterline Relocation Fee Proposal

David Evans and Associates, Inc. EMWD Waterline Relocation

Task and Description	Project Surveyor		Project Surveyor		Project	Project Manager	Total Man Hours	Total Fee
	2 Man Crew	Field	Office	Coordinator				
	\$315	\$180	\$180	\$105	\$235			
DEA Pre-Construction Plan Review, Calculations, Research and Meetings		1				1	2	\$415
Project Control	1	1					2	\$495
Waterline Relocation Staking	2	2		1		1	6	\$1,330
Totals	3	4	0	1	2		10	\$2,240
SubTotal by Classification	\$945.00	\$720.00	\$0.00	\$105.00	\$470.00		ODC (mileage)	\$0.00
Percentage of overall total hours	30%	40%	0%	10%	20%		Fee	\$2,240

Attachment: Agreement with David Evans and Associates, Inc. (4348 : AUTHORIZATION TO AWARD



Optional Surveying Services Fee Proposal

David Evans and Associates, Inc. Optional Tasks - Fee Proposal

Task and Description						Total Man Hours	Total Fee
	2 Man Crew	Project Surveyor Field	Project Surveyor Office	Project Coordinator	Project Manager		
	\$315	\$180	\$180	\$105	\$235		
Right of Way Monuments and Record of Survey Map (Optional)	25		40	4	2	71	\$15,965
Record of Survey Map Review Fees by County (approx) (Optional)							\$2,000
Additional Survey Services as Requested (Optional)							\$10,000
Totals	25	0	40	4	2	71	\$27,965
SubTotal by Classification	\$7,875.00	\$0.00	\$7,200.00	\$420.00	\$470.00	ODC (mileage)	\$100
Percentage of overall total hours	35%	0%	56%	6%	3%	Fee	\$28,065

Attachment: Agreement with David Evans and Associates, Inc. (4348 : AUTHORIZATION TO AWARD

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 The City of Moreno Valley, the City of Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority"), Western Riverside Council of Governments ("WRCOG"), 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. The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, Western Riverside Council of Governments, 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, WRCOG, 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 the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, Western Riverside Council of Governments, and each of their officers, officials, employees, agents and volunteers.

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

**AGREEMENT FOR PROFESSIONAL
MATERIAL TESTING & GEOTECHNICAL CONSULTANT SERVICES WITH
LEIGHTON CONSULTING, INC. FOR THE
STATE ROUTE 60/MORENO BEACH INTERCHANGE PHASE 2 IMPROVEMENTS
PROJECT NO. 801 0021**

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

RECITALS

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

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
MATERIAL TESTING & GEOTECHNICAL SERVICES
PROJECT NO. 801 0021**

DESCRIPTION OF PROJECT

1. The Project is described as State Route 60/Moreno Beach Interchange Phase 2 Improvements, Project No. 801 0021.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$213,829.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through December 31, 2024, 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.

8. (a) The Consultant agrees that the personnel, including the principal Project

**AGREEMENT FOR PROFESSIONAL
MATERIAL TESTING & GEOTECHNICAL SERVICES
PROJECT NO. 801 0021**

Manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

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

SPECIAL PROVISIONS

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical 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

**AGREEMENT FOR PROFESSIONAL
MATERIAL TESTING & GEOTECHNICAL SERVICES
PROJECT NO. 801 0021**

and during the performance of this Agreement, Consultant agrees as follows:

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

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

(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

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MATERIAL TESTING & GEOTECHNICAL SERVICES
PROJECT NO. 801 0021**

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority"), Western Riverside Council of Governments, 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 subconsultant 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.

15. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, Consultant

**AGREEMENT FOR PROFESSIONAL
MATERIAL TESTING & GEOTECHNICAL SERVICES
PROJECT NO. 801 0021**

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

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

**AGREEMENT FOR PROFESSIONAL
MATERIAL TESTING & GEOTECHNICAL SERVICES
PROJECT NO. 801 0021**

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

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

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

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

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

(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.

**AGREEMENT FOR PROFESSIONAL
MATERIAL TESTING & GEOTECHNICAL SERVICES
PROJECT NO. 801 0021**

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

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

**AGREEMENT FOR PROFESSIONAL
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improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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Agreement signed by both parties.

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

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

25. (a) Consultant shall comply, and require its subconsultants 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 subconsultant that, after a due diligent inquiry, Consultant and the respective subconsultant(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subconsultants 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

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in writing.

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

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

(d) Neither Consultant, nor any of Consultant's subconsultants 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 subconsultants 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 subconsultants to comply therewith.

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

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared

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by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

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

28. Supplementary General Provisions. (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 CONSULTANT 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. CONSULTANT shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONSULTANT violates or breaches terms of the Agreement.

- a) CITY may terminate the Agreement for cause or for convenience, and CONSULTANT may terminate the Agreement, as provided the General Conditions.
- b) CONSULTANT 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

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- construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONSULTANT.)
- c) CONSULTANT 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.)
- d) CONSULTANT 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).
- e) CONSULTANT 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).
- f) CONSULTANT shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- g) 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.
- h) 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.
- i) CONSULTANT 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 CONSULTANT which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- j) CONSULTANT shall retain all required records for three years after CITY makes final

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payments and all other pending matters relating to the Agreement are closed.

- k) CONSULTANT 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.)
- l) CONSULTANT 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 FOLLOWS

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

City of Moreno Valley

Leighton Consulting, Inc.

BY: _____
Mike Lee, City Manager

BY: _____

Name: _____

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: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

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

Attachment: Agreement with Leighton Consulting, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND

EXHIBIT A

Attachment: Agreement with Leighton Consulting, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND

REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT MATERIALS TESTING AND GEOTECHNICAL SERVICES
FOR STATE ROUTE 60/MORENO BEACH INTERCHANGE PHASE 2 IMPROVEMENTS
FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION
PROJECT NUMBER: 801 0021/ PROJECT ID: CT0812000059/ EA 32303

I. INVITATION

The City of Moreno Valley is requesting for proposals (RFP) to obtain Professional Consultant **Construction Materials Testing and Geotechnical Services** associated with interchange improvements at State Route 60 (SR-60)/Moreno Beach Drive, as shown on the attached plans.

Interested parties may register and download copies of the RFP package at no fee and submit proposals electronically (in PDF format) via the City's online bidding system located at <http://www.planetbids.com/portal/portal.cfm?CompanyID=24660>.

Proposals will be accepted until **5:00 p.m. on March 10, 2021**.

Proposers are solely responsible for "on time" submission of their proposals online. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp. Transmission of proposals by any other means will not be accepted. Proposers shall be solely responsible for familiarizing themselves with the online bidding system in order to properly utilize the proposal management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service to successfully submit their proposals. Failure of the proposers to successfully submit electronic proposals shall be at the proposers' sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Neither the City nor PlanetBids makes any guarantee as to the timely availability of assistance or any assurance that any given problem will be resolved by the proposal submission deadline.

All Requests for Information (RFI) regarding this RFP must be submitted through the online bidding system noted above no later than **2:00 p.m. on March 4, 2021**.

Proposers shall provide a separate electronic file for their technical proposal and cost proposal.

The City is requesting a full proposal including a detailed scope of services and not-to-exceed cost proposal. All consultants are required to submit a full proposal including the City's On-call consultants.

II. PROJECT DESCRIPTION

The SR-60/Moreno Beach Drive Phase 2 project site is located at the State Route (SR) 60 Interchange and Moreno Beach Drive in the City of Moreno Valley. The purpose of the project is to alleviate congestion, enhance freeway access, and increase vertical clearance

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for the SR-60/Moreno Beach Drive Interchange. The purpose of the project will be achieved by realigning the SR-60/Moreno Beach Drive westbound ramps, adding a westbound auxiliary lane, and replacing the overcrossing structure at SR-60/Moreno Beach Drive.

The SR-60/Moreno Beach Drive Interchange Phase 2 improvements consist of the following: 1) reconstruction and realignment of the SR-60/Moreno Beach Drive westbound freeway ramps including addition of a westbound loop on-ramp; 2) construction of a westbound auxiliary lane, 3) installation of signalization at the intersection of the westbound ramp and Moreno Beach Drive, 4) provision for California Highway Patrol (CHP) enforcement areas, 5) addition of ramp metering, 6) replacement of the SR-60/Moreno Beach Drive overcrossing structure including raising the roadway profile and adjusting the eastbound ramps, traffic signals, and Moreno Beach Drive to grade, 7) utility relocations, 8) provision for highway planting and irrigation, and/or hardscape for the entire interchange, 9) accommodation of off-site drainage including Line K-1 along Ironwood Avenue (non-TUMF funded), 10) addition of bike lanes and sidewalks on Moreno Beach Drive, and 11) related work as required. Utility coordination with Moreno Valley Utility (MVU), Frontier, Southern California Edison (SCE), and Eastern Municipal Water District (EMWD) is included.

The project's Phase 1 was completed in 2013, constituting the eastbound ramps, eastbound auxiliary lane, Eucalyptus extension, and related utility relocations. Phase 2 constitutes all remaining work. All work will be performed in accordance with the requirements of the California Department of Transportation (Caltrans), City of Moreno Valley, RCFC&WCD, and other agencies as required. The project is administered by the City of Moreno Valley with full oversight by Caltrans.

Work lies within and in the vicinity of State of California (Caltrans) and City of Moreno Valley rights of way. The work includes asphalt concrete (AC) paving, roadway excavation, imported borrow, bridge construction, concrete ramp termini, drainage pipes, minor concrete structures, concrete curb and gutter, irrigation, planting, erosion control, EMWD water line relocation, and related work.

III. PROJECT FUNDING AND SCHEDULE

The SR-60/Moreno Beach Phase 2 project is funded with \$16.8 million Trade Corridor Enhancement Program (TCEP) funds, \$7.2 million Transportation Uniform Mitigation Fees (TUMF) funds, and \$1.8 million Federal Emergency Management Agency (FEMA) funds with local match from Riverside County Flood Control and Water Conservation District (RCFC&WCD). The City does not intend to use Federal Department of Transportation funds.

The Consultant shall be advised of the following timeline for this contract:

Award of Construction Contract: March - May 2021
Construction Duration (Approximate): 16 months
Plant Establishment: 2 years

IV. SCOPE OF ENGINEERING SERVICES

The Consultant selected shall provide **Materials Testing and Geotechnical Services** with personnel trained and experienced in the geotechnical inspection, field and laboratory materials testing of public works improvements, and particularly the types of construction

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and materials utilized for this project. The project is located within Caltrans Right of Way and all testing methods, procedures, frequencies shall comply with the contract specifications, Caltrans Materials Testing Manuals and Guidelines, and the Quality Assurance Plan. The Selected Consultant is required to prepare a Quality Management Plan detailing required testing procedures and frequencies in compliance with Caltrans Local Assistance Procedures Manuals and Construction contract requirements. The minimum experience required includes five (5) years of geotechnical inspection and materials testing on increasingly complex Caltrans projects. The Consultant firm selected must also provide all equipment and supplies necessary to perform the services assigned to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified personnel on an on-demand basis with 24-hour notice for geotechnical inspection, sampling and testing for the duration of the construction project, and as needed for preconstruction activities and as necessary to closeout the project.

The Consultant must have recent experience working within the Caltrans Right-of-Way and shall be required to follow all Caltrans safety procedures when executing the work.

The Consultant geotechnical personnel shall have the necessary training, knowledge and experience related to the materials, methods, and workmanship for the specific construction work to be performed for this project. Additionally the Consultant geotechnical personnel must be familiar with the safe practices required when working around all types of construction equipment which will be utilized on this project including equipment for roadway construction, bridge and foundation construction, storm drain construction (including trench shoring and safety), and grading. The Consultant geotechnical personnel shall be familiar with the industry standards of practice for the execution of Caltrans construction projects and shall be able to understand and interpret construction plans and specifications; Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFC&WCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant geotechnical personnel shall be able to interact professionally with contractors, engineers, surveyors, property owners, business owners, and the public at large; coordinate with other City personnel, Caltrans personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant geotechnical personnel shall be able to follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.

The Consultant geotechnical personnel must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land Surveyors as a Geotechnical Engineer and as a Civil Engineer.

Please be reminded that the Consultant is required to have a current City business license if the firm is awarded the work. The scope of work includes testing for storm drain Line K-1 and for relocation of EMWD's water line in Ironwood Avenue. Please separate the hours and cost estimate for the testing efforts needed at these locations in the proposal.

The Consultant shall perform public works geotechnical inspection and materials testing services for this project to include, but not be limited to, the following:

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- Expertise in geotechnical matters related to storm drain and roadway construction and grading, and knowledge of the local area soils and geology, City, Caltrans practices and generally accepted industry standards for work associated with this type of project.
- Safe and proper use of Nuclear Gauge for compaction testing.
- Proper procedures and protocols for field sampling and testing of graded earth materials, backfill materials, sub-grade, base, AC and PCC.
- Ability to provide field test results immediately to the City's Consultant Resident Engineer and Inspector, and laboratory test results within 48-hours, unless test procedures and protocols require longer.
- Review of contractor material submittals, sample/test frequency protocols and criteria for acceptable results and provision of materials and compaction reports.

Office Activities:

1. Review and thoroughly understand all contract documents, including construction drawings, specifications, and referenced testing methods and protocols.
2. Review and thoroughly understand geotechnical and soils reports, materials testing lab reports, contractor submitted mix reports, and other like documentation.
3. Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements (field sampling and testing, compliance certificates, materials samples, etc.) from the contractor for conformance to the plans and specifications.
4. Participate in pre-construction meetings, field meetings, construction progress meetings, final walk-through meetings, as-built plan completion meetings, equal opportunity meetings, and other administrative meetings as necessary.
5. Monitor and report on the Contractor's extra work as it relates to geotechnical sampling, testing and reporting, field and laboratory materials testing.
6. Assist in the negotiation of change orders as they relate to geotechnical sampling, testing, and reporting, as requested by the City.
7. Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field testing, and recommend a course of action to the Engineer.
8. Prepare and maintain all geotechnical files, daily inspection records, including site photographs, project status reports, and all geotechnical inspection and testing records as they relate to earthwork materials testing and compaction testing.
9. Prepare and maintain records of geotechnical work requested and completed, geotechnical related computer files, daily geotechnical field work (when on-site), geotechnical inspections, samples and test records, field and laboratory test results, and all geotechnical related records and files.
10. Provide labor compliance reports and certified payroll for the Consultant's field work.

Field Activities:

1. Coordinate with the Contractor, City personnel, and City's selected Consultant Resident Engineer on the job site as needed.
2. Coordinate ongoing geotechnical field and laboratory testing, as required, including reviewing and monitoring the Contractor's requests for re-testing.
3. Conduct on-demand field geotechnical inspections for quality of materials and installation and workmanship, including quality, placement, and compaction of earthen

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- materials, for conformance to plans and specifications pursuant to all applicable City codes, ordinances, and directives.
4. Keep daily (when on-site) geotechnical field notes and take photographs of the field sampling and geotechnical inspection work, including photographic evidence of non-complying materials or work. A daily report identifying work done by the geotechnical technician, including photographs, shall be submitted to the Project Inspector by the next business day for review and filing.
 5. During the course of field work, if the Consultant geotechnical personnel observe an unsafe situation, he/she shall immediately advise the Contractor's nearest available personnel and notify the City's Inspector and the City's Consultant Resident Engineer.
 6. Any retests not due to the Consultant's errors will be identified separately on the invoice. Ten (10) re-tests (allow a maximum of two hours per trip) should be estimated for proposal purposes.

General:

1. Participate with the City in meetings with contractors, public agencies, utility agencies, and other representatives as requested.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. 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 RFP will not be given further consideration. The Consultant's Proposal shall include the following:

- A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. 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."
- D. 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 precedence over this Request For Proposal.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could

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contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall 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, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number of hours of Material Testing & Geotechnical work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. Construction support services Consultants are not required to provide a Project Schedule with milestones. The resource allocation matrix, in addition to any tasks the consultant chooses to list, shall include but not limited to meetings, specific deliverables, and other relevant milestones.
- G. 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 schedules in 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. COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE.
- H. A statement of sub-consultant's qualifications (including relief personnel) 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 a sub-consultant without written permission from the City.**
- I. A statement that all charges for Consultant (construction) 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.
- J. 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.
- K. 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.
- L. 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.

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An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal. All extra work will require prior approval from the City. The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal. The Cost Proposal must be in a sealed envelope.

- M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. This solicitation has a 0% DBE goal. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the City encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals.

DBEs and other small businesses are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national

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origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

The Consultant is encouraged to include DBE firms in the proposal. Complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

- A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
- B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

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

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

VIII. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee."
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.
- 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. Project Bidding, Advertise and Award.
 - 2. Any other additional authorized work on a task successfully completed and accepted monthly basis.

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

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- E. Monthly 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 mileage, printing, telephone, photographs, 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 \$2,000,000 policy aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

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

- 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 that fully comply with the laws of the State of California and employer's liability insurance with limits of not less than \$1,000,000 each accident.
- 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 (MVHA), Western Riverside Council of Governments (WRCOG), and the

**REQUEST FOR PROPOSAL FOR
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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 (MVHA), Western Riverside Council of Governments (WRCOG), and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

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

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

X. INDEMNIFICATION

- A. To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority, and Western Riverside Council of Governments (WRCOG), and each of their officers, officials, employees, agents and volunteers from any and all 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, WRCOG and CSD, their officers, agents or employees.

**REQUEST FOR PROPOSAL FOR
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- B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees

XI. TERMINATION FOR CONVENIENCE OF THE CITY

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

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Construction Materials Testing & Geotechnical 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 and 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

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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

It is the City's intent to select and utilize one Consultant firm for the project. The City may award the services in part and/or phases. The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

- A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
- B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the proposed Project Manager and key personnel.
- C. 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 and within budget that provides a cost efficient, timely and predictable execution of the project construction.

XVI. Other Requirements

- A. Conflict of Interest

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1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.
2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
3. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.
4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.
6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

Attachments (incorporated by reference)

Attachment "A"	Plans
Attachment "B"	Contract Documents
Attachment "C"	Caltrans/City Cooperative Agreement for SR-60Moreno Beach Drive Phase 2 Improvements
Attachment "D"	Disclosure of Lobbying Activities (Form LLL)
Attachment "E"	List of Subconsultants
Attachment "F"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "G"	Exhibit 10-02- Local Agency Proposer DBE Information
Attachment "H"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "I"	Certificate for Contracts, Grants, Loans, & Cooperative Agreements

EXHIBIT B

Attachment: Agreement with Leighton Consulting, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY



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TECHNICAL PROPOSAL FOR CITY OF MORENO VALLEY

Professional Consultant Materials Testing and Geotechnical Services

State Route 60 / Moreno Beach Interchange Phase 2 Improvements

Project Number: 801 0021 / Project ID: CT0812000059 / EA 32303

March 16, 2021



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

March 16, 2021
Proposal No. TE20-236

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

Attention: Margery Lazarus, PE, Senior Engineer

Subject: Proposal: Professional Consultant Materials Testing and Geotechnical Services for the SR-60 / Moreno Beach Interchange Phase 2 Improvements for City of Moreno Valley's Capital Projects Division
Project Number: 801 0021 / Project ID: CT0812000059 / EA 32303

Leighton Consulting, Inc. (Leighton) is pleased to present herewith our qualifications and fee proposal to provide material testing and geotechnical services for the SR-60/ Moreno Beach Interchange Phase 2 Improvements Project. We are very familiar with applicable California Test Methods specified in the Caltrans "Manual of Testing", and applicable ASTM standards, City of Moreno Valley and Federal Funding requirements.

To provide the City the level of confidence required for such a project, we have included the professional qualifications of our team and examples of past project experience relevant to this project. For this fast paced, multiple concurrent activities project, we are assigning highly qualified field technicians who are cross-trained and can perform soils and concrete testing and work closely with the City/CM staff to coordinate field activities and responsibilities. Providing timely and quality service to the City is our highest priority, and Leighton will commit the necessary resources to ensure that your needs are met.

Through our firm's experience, we have had the opportunity to work with a number of regulatory agencies, developing a clear and solid understanding of local, State, and Federal codes and procedures. Leighton's services are supported by our in-house Caltrans approved laboratory.

Leighton Consulting, Inc. is a California Corporation. The lead office available for inspection and management of this project is located at:

41715 Enterprise Circle N, Suite 103; Temecula, CA 92590
951-296-0530

Leighton has reviewed the City of Moreno Valley (City) Request for Proposal (RFP) dated February 23, 2021, and associated addenda #1 thru #4. Leighton incorporates the City's RFP in its entirety as a part of our proposal.

Additionally, The City's RFP and Leighton's proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

Finally, Leighton proposed services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" in Appendix A.

If you have any questions regarding this proposal or need any more information regarding how Leighton can assist in this project, please don't hesitate to contact us at your convenience. We can be reached directly at 951-252-8013 or via email at: ssaid@leightongroup.com.

Sincerely,
LEIGHTON CONSULTING, INC.



Simon Saiid, PE, GE
Principal Engineer



Robert F. Riha, PG, CEG
Senior Principal Geologist

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- APPENDIX B** Personnel Licenses and Certifications
- APPENDIX C** Forms

Attachment: Agreement with Leighton Consulting, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND

STATEMENT OF QUALIFICATIONS

Leighton has been providing geotechnical soils testing, construction material testing, and deputy inspection services for more than 60 years. Our team brings expertise in geotechnical matters related to construction of bridges, pavement, and drainage structures. With more than 75 projects completed in the city, we have considerable depth of, and knowledge of, the local area soils and geology, City’s standards, and Caltrans construction practices.

Leighton has worked on numerous similar projects within Moreno Valley and other Cities in southern California. Our field technicians and in-house laboratory have the proper experience and certifications to perform the required testing and ensure conformance with the project specifications. Specifically, Leighton is currently providing geotechnical inspection and materials testing for widening of adjacent Redlands Boulevard and also provided about nine years ago similar services for the SR-60/Nason Street interchange improvements project. Leighton’s past experience on projects in this immediate area and our familiarity with relevant requirements of other public agencies involved in this project (including RCFC&WCD and EMWD) will be critical for efficient testing procedures and will allow us to respond quickly to unexpected construction related issues.

Laboratory

Leighton’s services are supported by our in-house laboratory. All Leighton laboratories participate bi-yearly in Cement and Concrete Reference Laboratory (CCRL) Sample Proficiency Testing and consistently achieve the highest possible ratings. We hold certification from Caltrans, AASHTO, and others. Our laboratory participates in the Cement and Concrete Reference Laboratory (CCRL) Sample Proficiency Testing, AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program, and Caltrans Reference Sample Program (RSP).

Leighton’s laboratory is Caltrans Certified for 33 test methods.

Consultant Staff

Our goal is to support and strengthen your effort by supplying experienced staff and resources that will provide reliable results, efficiently coordinated and reported to you and your staff. As a company, we’ve augmented the staffs of hundreds of public agencies and ensured that public resources and taxpayer dollars were protected and well spent. Services for this project will be provided out of our Temecula office, with support from our 7 other southern California locations, if needed.

Irvine [HQ]	85	Rancho Cucamonga	25
17781 Cowan		Los Angeles	4
Irvine, CA 92614		Temecula	16
		Santa Clarita	20
<i>Irvine is the headquarters of the company and includes our accounting, IT, and marketing personnel</i>		Ventura	3
		Palm Desert	4
		San Diego	18
		Total Employees	170

MR. SIMON SAIID, PE, GE, will be the **PROJECT MANAGER AND GEOTECHNICAL ENGINEER** for this project and will have direct responsibility for Leighton’s services throughout the contract. Mr. Saiid has more than 31 years of geotechnical engineering and material testing experience and very familiar with applicable testing methods and procedures for this project. Resumes of our project team and their relevant experience to this project are on the following pages. Each resume also includes their role and project responsibilities. The team has been specifically selected for this project based on their applicable experience to this project.

SIMON SAIID, PE, GE | PROJECT MANAGER / GEOTECHNICAL ENGINEER

KEY PERSONNEL PROJECT ROLE

- Primary point of contact during project
- Coordinates with City management and field personnel
- Communicates any field issues with designated City and other public agencies, as needed
- Provides technical support, attends progress meetings as needed, and reviews and signs final soils reports

EDUCATION

- M.S., Civil Engineering
- B.S., Civil Engineering

REGISTRATIONS

- California Geotechnical Engineer – 2641
- California Civil Engineer – 62375

KEY EXPERIENCE

- ✓ Able to interact with contractor personnel
- ✓ Extensive and local professional services for public works construction
- ✓ Can read and interpret construction drawings and specifications.
- ✓ Practical and beneficial knowledge of City procedures
- ✓ Thorough understanding of Caltrans field methods, practices, and construction procedures.
- ✓ 32 Years of Experience
- ✓ 15 Years with Leighton

Mr. Saiid has engineering design and construction supervision experience for the civil and geotechnical aspects of projects related to infrastructure work, public facilities, and land development. Simon understands the significance of coordination with public agencies, and response to unexpected field conditions during construction with practical and timely solutions coordinated with City and County personnel. Mr. Saiid also has both Caltrans project experience, federal project experience and local City of Moreno Valley experience.

SR-60/NASON STREET BRIDGE IMPROVEMENTS, MORENO VALLEY, CA. Geotechnical Engineer/Project Manager for the soils and materials testing services during construction. The SR-60/Nason Street Bridge project generally included replacement of the SR-60/Nason Street Overcrossing structure, construction of a soundwall between Elder Avenue and SR-60, widening of Nason Street from Fir to Elder Avenue, completion of auxiliary lanes, utility relocations, etc. Leighton provided geotechnical observation and materials testing services for all aspects of the project including testing of PCC concrete, aggregate materials, and asphaltic concrete. Leighton maintained close coordination with the project CM and updated City PM on work progress and budget status. Our quick response to address unexpected construction issues and scheduling field technicians on time was greatly appreciated by City/CM.

I-215 / NEWPORT INTERCHANGE IMPROVEMENTS, RCTD, MENIFEE, CA. Project Manager/Geotechnical Engineer providing quality assurance testing during construction and placement of HMA and PCC pavement. Test methods and frequencies followed the contract documents and as required by Caltrans' Quality Assurance Manual. Leighton also provided source inspection and preparation of SIQMP for the project. Improvements included reconfiguration of existing interchange to partial cloverleaf with northbound and southbound loop on-ramps, a wider bridge structure, and longer acceleration lanes. All new ramps were constructed using jointed plain concrete pavement.

I-215 / SCOTT ROAD INTERCHANGE IMPROVEMENT, MENIFEE, CA. Project Manager/Materials Engineer for quality assurance testing during construction of a new interchange. Leighton's services consist of sampling and testing of structural concrete and pavement materials including JPCP, lean concrete, HMA and subgrade soils. Test methods and frequencies follow the contract documents and as required by Caltrans' Quality Assurance Manual. The project included a new overcrossing and on- and off-ramps.

I-215 / PLACENTIA AVENUE INTERCHANGE IMPROVEMENT, PERRIS, CA (ON-GOING). Project Manager/Geotechnical Engineer for quality assurance testing during construction of a new interchange along I-215 at existing Placentia Avenue overcrossing. Leighton is currently providing similar services for this project that will ultimately require testing of JPCP, lean concrete, HMA and structural concrete for the bridge and drainage structures. Test methods and frequencies follow the contract documents and as required by Caltrans' Quality Assurance Manual.

VARIOUS LOCAL ROADS WITHIN MORENO VALLEY, CA. Geotechnical Engineer for design recommendations and materials testing during construction for widening of various roads including adjacent Redlands Avenue, Eucalyptus Avenue and WLC Parkway. Mr. Saiid provided all geotechnical report during PA/ED phase of project development for SR-60/WLC Parkway interchange and Leighton is currently providing geotechnical design and testing services associated with the new roundabout located just south of the adjacent Redlands Interchange at the intersection with Eucalyptus Avenue.

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RODERICK MARCIA, PE | MATERIALS ENGINEER

<p>1. EDUCATION</p> <ul style="list-style-type: none"> BS, Civil Engineering 	<p>2. EXPERIENCE HIGHLIGHTS</p> <ul style="list-style-type: none"> ✓ Serves as Structural Materials Representative (SMR) and Lead Materials Engineering Tester on various highway and transportation construction projects in support of the Resident Engineer (RE). ✓ Administers compliance with Source Inspection Quality Management Plan (SIQMP), Caltrans Standard Specifications, Contract Special Provision, and Construction Manual ✓ 24 Years of Experience ✓ 17 Years with Leighton 	<p>As the materials engineering and director of Leighton’s laboratories, Mr. Marcia is responsible for procedural conduct and accuracy of inspection and testing, review and evaluation of engineering properties, data reviews (QA/QC), and performance of construction materials; and maintains lab accreditations. He reviews project submittals including concrete mix designs, precast concrete quality control plan (PCQCP) and coordinates QA Acceptance testing of soils, aggregates, Portland Cement Concrete (PCC) and Hot Mix Asphalt (HMA).</p> <p>SR-60 / NASON STREET BRIDGE OVERCROSSING IMPROVEMENTS, MORENO VALLEY</p> <p>I-215 / NEWPORT ROAD INTERCHANGE IMPROVEMENTS, MENIFEE</p> <p>I-215 / SCOTT ROAD INTERCHANGE IMPROVEMENT, MENIFEE</p> <p>I-215 / PLACENTIA AVE INTERCHANGE, PERRIS HEACOCK STREET BRIDGE REPLACEMENT, MORENO VALLEY</p>
<p>3. REGISTRATIONS / CERTIFICATIONS</p> <ul style="list-style-type: none"> California Civil Engineer, 70150 		
<p>4. Project Role</p> <ul style="list-style-type: none"> Responsible for the quality of laboratory personnel, and training and test certifications. Oversee the Quality Assurance of all test reports and test methods by providing review of all testing reports Develops and reviews mix design 		

JEFFREY T. DELAND | SENIOR STAFF GEOLOGIST

<p>5. EDUCATION</p> <ul style="list-style-type: none"> B.S., Geology 	<p>6. EXPERIENCE HIGHLIGHTS</p> <ul style="list-style-type: none"> ✓ Experience working for the City of Moreno Valley for SR-60/Nason Street Bridge Overcrossing, Nason / Cactus Street Improvements, and Lasselle Street Road Widening ✓ Experience on over 20 transportation projects throughout Riverside County ✓ Local, Caltrans, and EMWD experience ✓ 19 Years of Experience ✓ 17 Years with Leighton 	<p>Mr. DeLand has experience on a wide range of projects, including preliminary geotechnical investigations, rock rippability studies, and rock slope stability analysis. He has worked on roadway projects, residential developments, and institutional and commercial facilities. He has provided on-site assistance during construction of public infrastructure and familiar the proper procedures and protocols for field sampling and testing of graded earth materials, backfill materials, sub-grade, base, AC and PCC.</p> <p>SR-60 / NASON STREET BRIDGE OVERCROSSING, MORENO VALLEY</p> <p>I-215 / NEWPORT ROAD INTERCHANGE IMPROVEMENTS, MENIFEE</p> <p>I-215 / SCOTT ROAD INTERCHANGE IMPROVEMENT, MENIFEE</p> <p>EMWD BOOSTER PUMP STATION AND PIPELINES, SCOTT ROAD, MENIFEE</p>
<p>7. CERTIFICATIONS</p> <ul style="list-style-type: none"> 40-Hour HAZWOPER Nuclear Gauge Certification 		
<p>8. Key Personnel Project Role</p> <ul style="list-style-type: none"> Perform geologic observations of soils conditions and attend progress meetings, when needed Prepare final soils reports and coordinate with field staff 		

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AVI SCHWARTZ, PG | FIELD SUPERVISOR

<p>9. EDUCATION</p> <ul style="list-style-type: none"> BS, Geology 	<p>10. EXPERIENCE HIGHLIGHTS</p> <ul style="list-style-type: none"> ✓ Experienced field supervisor responsible for scheduling and dispatching field technicians for our Riverside County projects, including nighttime work ✓ Interfaces with clients with customer service excellence; attends pre-job and weekly update meetings; performs soils observation and testing when needed; and reviews technicians' Daily Field Reports as part of our internal QA/QC process ✓ Local, Caltrans, EMWD, and RCFC experience ✓ 21 Years of Experience ✓ 18 Years with Leighton 	<p>Mr. Schwartz is a Professional Geologist who has been with Leighton for more than 18 years. He has served in both a project management role as well as field engineering technician. He will leverage this unique experience, along with his direct experience and knowledge of Caltrans District 8, EMWD, and RCFC standards and requirements, to ensure quick response and timely scheduling of appropriately certified technician(s) for this project.</p> <p>I-215 / SCOTT ROAD INTERCHANGE IMPROVEMENT, MENIFEE.</p> <p>I-215 / PLACENTIA AVENUE INTERCHANGE, PERRIS</p> <p>I-215 / RAILROAD CANYON INTERCHANGE, LAKE ELSINORE</p> <p>EMWD WINCHESTER RECYCLED WATER PIPELINE REHABILITATION, MORENO VALLEY</p> <p>SKECHERS DISTRIBUTION CENTER EXPANSION, MORENO VALLEY</p>
<p>11. REGISTRATIONS / CERTIFICATIONS</p> <ul style="list-style-type: none"> California Professional Geologist – 7856 CPN Nuclear Gauge Certificate 		

BRANDON THOMAS | SENIOR ENGINEERING TECHNICIAN

<p>12. EDUCATION</p> <ul style="list-style-type: none"> BA, Environmental Studies 	<p>13. EXPERIENCE HIGHLIGHTS</p> <ul style="list-style-type: none"> ✓ Experience working with City of Moreno Valley personnel during the SR-60 / Nason Street Bridge Overcrossing project ✓ Overnight work on Caltrans project including the I-215 / Scott Road Interchange Improvement ✓ RCFC experience via infrastructure construction of new master planned community developments ✓ Caltrans, EMWD, and RCFC, experience ✓ 18 Years of Experience ✓ 18 Years with Leighton 	<p>Mr. Thomas has performed quality assurance testing of soils and concrete for more than a dozen highway interchange, bridge, and grade separation projects per Caltrans standards and test methods with documentation in accordance with Caltrans Construction Manual, under the designated roadway and structural inspectors who act on behalf of the Resident Engineer. His expertise lies in testing and inspection of soils, aggregates, and Hot Mix Asphalt (HMA), and full-time field testing of structural Portland Cement Concrete.</p> <p>SR-60 / NASON STREET BRIDGE OVERCROSSING, MORENO VALLEY</p> <p>I-215 / NEWPORT ROAD INTERCHANGE IMPROVEMENTS, MENIFEE</p> <p>I-215 / SCOTT ROAD INTERCHANGE IMPROVEMENT, MENIFEE</p> <p>I-10 / DATE PALM DR. INTERCHANGE, CATHEDRAL CITY</p> <p>I-15/CANTU-GALLEANO RANCH ROAD INTERCHANGE, JURUPA VALLEY, CA</p>
<p>14. CERTIFICATIONS</p> <ul style="list-style-type: none"> Caltrans Certifications: 125, 216, 231, 375, 504, 518, 523, 533, 539, 540, 543, 556, 557 CNP Certification – Certified Nuclear Gage Operator ACI Concrete Field Testing Technician - Grade I 		

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SCOTT WATSON | SENIOR ENGINEERING TECHNICIAN

<p>15. CERTIFICATIONS</p> <ul style="list-style-type: none"> Caltrans Certifications: 125 AGG, 125 GEN, 231, 375 CNP Certification – Certified Nuclear Gage Operator 	<p>16. EXPERIENCE HIGHLIGHTS</p> <ul style="list-style-type: none"> Direct experience City of Moreno Valley during the construction of the SR-60/Nason Street Bridge Overcrossing, Heacock Bridge Widening, and Lasselle Street Road Widening Recent experience includes nine EMWD projects RCFC experience via infrastructure construction of new master planned community developments Local, Caltrans, EMWD, and RCFC experience 28 Years of Experience 14 Years with Leighton 	<p>Mr. Watson has been involved with numerous projects for public infrastructure improvements providing geotechnical field observations and compaction testing during rough grading, trench backfill and roadway improvements for more than 25 years. He has performed geotechnical observation and testing during construction of below grade retaining and storm water system structures, earth retaining structures, bridge abutments, and channel improvements.</p> <p>SR-60 / NASON STREET BRIDGE OVERCROSSING, MORENO VALLEY, CA.</p> <p>I-215 / NEWPORT ROAD INTERCHANGE IMPROVEMENTS, MENIFEE, CA.</p> <p>I-215 / SCOTT ROAD INTERCHANGE IMPROVEMENT, MENIFEE, CA.</p> <p>HEACOCK BRIDGE WIDENING, MORENO VALLEY</p> <p>LASSELLE STREET ROAD WIDENING, MORENO VALLEY</p>
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MICHAEL J. THOMPSON | SENIOR ENGINEERING TECHNICIAN

<p>17. CERTIFICATIONS</p> <ul style="list-style-type: none"> Caltrans Certifications 125 AGG, 125 GEN, 231, 375, 504, 518, 523.1 Sections B.1 & B.2, 523.2 Section B.3, 533, 539, 540, 543, 556, 557 CNP Certification – Certified Nuclear Gage Operator ACI Concrete Field Testing Technician - Grade I 	<p>18. EXPERIENCE HIGHLIGHTS</p> <ul style="list-style-type: none"> Direct experience with City of Moreno Valley including construction of the SR-60/Nason Street Bridge Overcrossing, Cactus Avenue and Nason Street Improvements, Heacock Bridge Widening, and Line F Channel Recently worked on a four EMWD projects Experience working with construction team personnel to plan for upcoming field activities Local, Caltrans, EMWD, Caltrans, and RCFC experience 24 Years of Experience 12 Years with Leighton 	<p>Mr. Thompson has over 12 years of experience with Leighton performing geotechnical observation and soils compaction testing; materials testing and inspection of aggregate base, AC and PCC per Caltrans standards and testing methods for highway, local roadway, and pipeline construction. Additionally, having been supervisor of a concrete and steel testing laboratory and a field technician responsible for soils investigation during his career, Mr. Thompson possesses a high-level, holistic understanding of the entire geotechnical project lifecycle, which contributes to his ability to carry out high quality field observation, testing, communication, and reporting.</p> <p>SR-60 / NASON STREET BRIDGE IMPROVEMENTS, MORENO VALLEY</p> <p>HEACOCK BRIDGE WIDENING, MORENO VALLEY</p> <p>I-10 / DATE PALM OVERCROSSING, CATHEDRAL CITY</p> <p>ADAM STREET BRIDGE, LA QUINTA CALIFORNIA</p> <p>EMWD PHASE 2A PERRIS II DESALTER TRANSMISSION PIPELINES, NUEVO</p>
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MARIO APARICIO | SENIOR ENGINEERING TECHNICIAN

19. CERTIFICATIONS	20. EXPERIENCE HIGHLIGHTS	
<ul style="list-style-type: none"> ▪ Caltrans Certifications: 105, 125 AGG, 125 GEN, 201, 202, 205, 216, 217, 226, 227, 229, 231, 375, 504, 518, 523.1 Section B.1 & B.2, 523.2 Section B.3, 524, 533, 539, 540, 541, 543, 556, 557 ▪ CNP Certification – Certified Nuclear Gage Operator ▪ ACI Concrete Field Testing Technician - Grade I ▪ ICC Soils Special Inspector 	<ul style="list-style-type: none"> ✓ Local experience includes the Skechers Distribution Expansion, Meridian Business Park, and Moreno Valley USD Canyon Springs HS ✓ Over a dozen Caltrans project experience ✓ Eight projects with EMWD ✓ Experience with RCFC via I-215 / Placentia Avenue Interchange ✓ Local, Caltrans, EMWD, Caltrans, and RCFC experience ✓ 20 Years of Experience ✓ 5 Years with Leighton 	<p>Mr. Aparicio is a very capable technician who often works under deadlines efficiently. He has been responsible for performing inspection, density tests, observation and final reports on grading operations. Mr. Aparicio has sampled fresh concrete by ACI and Caltrans methods and performed field tests of fresh concrete and prepared both cylinders and beams. Mario has inspected AC placement and performed compaction testing and sampling for conformance testing of AC materials, including cold in place recycled AC.</p> <p>I-215 / NEWPORT ROAD INTERCHANGE IMPROVEMENTS, MENIFEE</p> <p>I-215 / SCOTT ROAD INTERCHANGE IMPROVEMENT, MENIFEE</p> <p>I-215 / PLACENTIA AVE INTERCHANGE, PERRIS</p> <p>SR-210 / PEPPER AVENUE INTERCHANGE, RIALTO</p> <p>I-15 / RAILROAD CANYON INTERCHANGE, LAKE ELSINORE</p>

JASON BULSKOV | ENGINEERING SOIL TECHNICIAN

21. CERTIFICATIONS	22. EXPERIENCE HIGHLIGHTS	
<ul style="list-style-type: none"> ▪ Caltrans Certifications ▪ 125 AGG, 125 GEN, 231, 375, 504, 518, 523.1 B.1 & B.2, 523.2 B.3 524, 533, 539, 540, 543, 556, 557 ▪ CNP Certification – Certified Nuclear Gage Operator ▪ ACI Concrete Field Testing Technician - Grade I 	<ul style="list-style-type: none"> ✓ Direct Experience with City of Moreno Valley ✓ Experience on nine EMWD projects and 23 Caltrans-related projects ✓ Experience with RCFC via I-215 / Placentia Avenue Interchange and Meridian Business Park ✓ Local, Caltrans, EMWD, and RCFC experience ✓ 16 Years of Experience ✓ 12 Years with Leighton 	<p>From his 16 years of experience, Mr. Bulskov has 12 years with Leighton performing quality assurance testing of soils and materials for highways, bridges, retaining wall, local roadways, as well as pipeline projects. He is well-versed in standard grading procedures, backfill, sub-base and base operations.</p> <p>I-215 / SCOTT ROAD INTERCHANGE IMPROVEMENT, MENIFEE</p> <p>I-215 / PLACENTIA AVE INTERCHANGE, PERRIS</p> <p>I-15 / RAILROAD CANYON INTERCHANGE, LAKE ELSINORE</p> <p>LONG VALLEY WASH DRAINAGE IMPROVEMENTS, TEMECULA</p> <p>BUTTERFIELD STAGE ROAD WIDENING, TEMECULA</p> <p>SOMMERS BEND DEVELOPMENT INCLUDING ALL INFRASTRUCTURE WORK, TEMECULA</p>

MANUEL Z. GARCIA | ENGINEERING SOIL TECHNICIAN

<p>23. CERTIFICATIONS</p> <ul style="list-style-type: none"> ▪ CNP Certification – Certified Nuclear Gage Operator ▪ ACI Concrete Field Testing Technician – Grade I 	<p>24. EXPERIENCE HIGHLIGHTS</p> <ul style="list-style-type: none"> ✓ Experience on three EMWD projects with an aggregate of 300+ hours ✓ Experience with RCFC via the Meridian Business Park South Campus project’s storm drain/flood control system ✓ EMWD and RCFC experience ✓ 17 Years of Experience ✓ 2 Years with Leighton 	<p>Mr. Garcia is experienced with performing periodic and continuous soils observation and density testing of subgrade, base, and AC cap aspects during all phases of earthwork grading, including trench backfill and compaction, for local roadway construction, water infrastructure capital improvement, private and public projects involving installation of wet and dry utilities, and housing tract lots. His very focused area of expertise allows him to provide efficient and reliable results as well as detailed reporting.</p> <p>SAN PABLO CORRIDOR IMPROVEMENTS, PALM DESERT</p> <p>NICHOLAS ROAD IMPROVEMENTS AND EXTENSION SEGMENTS, SOMMERS BEND, TEMECULA</p> <p>EMWD HEMET-SAN JACINTO VALLEY WATER BANKING ENHANCED RECHARGE AND RECOVERY PROGRAM, SAN JACINTO</p> <p>EMWD SUNNYMEAD EFFLUENT PIPELINE - CATHODIC PROTECTION, PERRIS</p> <p>EMWD POTABLE WELL #38 REPLACEMENT, SAN JACINTO</p>
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JEFFREY SANTOS | ENGINEERING SOIL TECHNICIAN

<p>25. EDUCATION</p> <ul style="list-style-type: none"> ▪ BS, Environmental Geology and Geohydrology 	<p>26. EXPERIENCE HIGHLIGHTS</p> <ul style="list-style-type: none"> ✓ Local experience with the Skechers Distribution Center Expansion project in Moreno Valley ✓ Experience with RCFC via the I-215 / Placentia Ave Interchange ✓ Local, Caltrans, EMWD, and RCFC experience ✓ 2 Years of Relevant Experience ✓ 2 Years with Leighton 	<p>Mr. Santos is experienced with performing soils observation and density testing during all phases of earthwork grading, including trench backfill and compaction, for local roadway construction and pavement rehabilitation, water infrastructure capital improvement, commercial/industrial buildings, and housing tract lots. Knowledgeable with both Caltrans and EMWD standards and requirements, Mr. Santos has performed observation and density testing of backfill and asphalt pavement for an EMWD main pipeline and water meter connection during construction of the I-215 / Scott Road Interchange project, interfacing with the Inspector of Record as well as the EMWD representative.</p> <p>I-215 / SCOTT ROAD INTERCHANGE, MENIFEE</p> <p>I-15 RAILROAD CANYON INTERCHANGE, LAKE ELSINORE</p> <p>EMWD PALA 24-INCH SEWER FORCE MAIN PROJECT, TEMECULA</p> <p>LOOP ROAD, SOMMERS BEND, TEMECULA</p>
<p>27. CERTIFICATIONS</p> <ul style="list-style-type: none"> ▪ CT 504, 518, 539, 540, 543, 556, 557 ▪ CNP Certification – Certified Nuclear Gage Operator ▪ ACI Concrete Field Testing Technician - Grade I 		

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Project Experience

SR-60 / NASON STREET BRIDGE OVERCROSSING | MORENO VALLEY

CITY OF MORENO VALLEY | Margery Lazarus | 951.413.3133 | margeryl@moval.org

Scope of Services

- ✓ City of Moreno Valley
- ✓ Caltrans
- ✓ RCFC

Proposed Staff

- ✓ Simon Saiid, PE, GE
- ✓ Jeffrey DeLand
- ✓ Brandon Thomas
- ✓ Scott Watson
- ✓ Michael Thompson
- ✓ Jason Bulskov



The project demolished an existing 2-lane bridge over the SR-60 and constructed a wider and higher 5-lane bridge, raising and widening Nason Street to meet the new bridge grade; a 1,500-foot soundwall along Elder Street; widening of 2,100 feet of Nason Street; modification of the intersection and traffic signals on the eastbound and westbound ramps, completion of auxiliary lanes, utility relocations, installation of irrigation, landscaping and hardscaping. The project included 24-inch-diameter cast-in-drilled-hole (CIDH) piles for soundwall and bridge abutments, precast panels, Rapid Set® concrete pavement, asphalt concrete paving, concrete retaining walls, roadway excavation, imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, and rock slope protection.

Leighton provided geotechnical observation and materials testing services for all aspects of the project including testing of PCC concrete, aggregate materials, and asphaltic concrete. Leighton maintained close coordination with the project construction manager and updated the City’s project manager on work progress and budget status. Responsibilities also included coordination with Caltrans and Riverside County Flood Control and Water Conservation District (RCFC). Our quick response to address unexpected construction-related issues and scheduling field technicians on time was greatly

I-215/NEWPORT ROAD INTERCHANGE IMPROVEMENTS | MENIFEE

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT | Elmer Datuin, PE | 951.955.36762 | edatuin@rivco.org
 Melanie Estes, PE, CCM | 619.565.5362 | melanie.estes@dhs-consulting.com

Agency Oversight

- ✓ County of Riverside
- ✓ City of Meniffee
- ✓ Caltrans

Proposed Staff

- ✓ Simon Saiid, PE, GE
- ✓ Roderick Marcia, PE
- ✓ Jeffrey DeLand
- ✓ Brandon Thomas
- ✓ Chris Haney
- ✓ Scott Watson
- ✓ Mario Anaricio



The County of Riverside, in cooperation with the City of Menifee and Caltrans reconstructed the existing interchange located on Interstate 215 (I-215) at Newport Road in the City of Menifee. The improvements reconstructed the existing diamond interchange into a partial cloverleaf interchange configuration, with northbound and southbound loop on-ramps. The existing bridge was widened to accommodate six through lanes of traffic, deceleration lanes approaching the loop on-ramps, outside shoulders that will be used as bike lanes and a sidewalk on the north side of the bridge. On the mainline freeway, acceleration lanes were added to the direct on-ramps and a deceleration lane was added to the northbound off-ramp. The northbound freeway bridge over Salt Creek was also widened to accommodate the northbound on-ramp acceleration lane.

Leighton provided source inspection including preparing the Source Inspection Quality Management Plan and got approval from Caltrans, attended the construction progress meetings, provided Structural Material Representatives and Inspectors for Source Inspection, assisted the project resident engineer in review of welding quality control plan, certificate of compliance, and other dispute resolutions in source inspection, documented all the source inspection test results and reports. Leighton also provided QA testing for HMA and concrete (base and JPCP) for associated ramps and bridges including testing of aggregate materials for HMA. Leighton maintained close coordination with project CM/RE and provided monthly reports.

I-215 / SCOTT ROAD INTERCHANGE IMPROVEMENT | MENIFEE

County of Riverside Transportation Department / City of Menifee
 Lucas Rathe PE | 619.755.9596 | lucas.rathe@dhsconsulting.com

Agency Oversight

- ✓ Caltrans
- ✓ EMWD
- ✓ RCFC

Proposed Staff

- ✓ Simon Saiid, PE, GE
- ✓ Jeffery DeLand
- ✓ Avi Schwartz, PG
- ✓ Brandon Thomas
- ✓ Scott Watson
- ✓ Mario Aparicio
- ✓ Iason Bulskov



The County of Riverside, in cooperation with the City of Menifee and Caltrans reconstructed the existing interchange on I-215 at Scott Road. The improvements consist of replacing the existing diamond interchange into a partial cloverleaf interchange configuration, with northbound and southbound loop on-ramps. The new bridge now accommodates six through lanes of traffic, deceleration lanes approaching the loop on-ramps, outside shoulders that will be used as bike lanes and a sidewalk on the north side of the bridge. On the mainline freeway, acceleration lanes were added to the direct on-ramps and a deceleration lane was added to the northbound off-ramp.

The bridge construction included 24" diameter Cast-in-Drill Hole (CIDH) piling for abutments and concrete retaining walls for new on- and off-ramps. Leighton provided materials testing services for all aspects of the project including testing of soils, HMA and PCC pavement, aggregate materials, and structural concrete. Leighton maintained close coordination with project CM and provided progress reports. Our quick response to address unexpected construction related issues and scheduling field technicians on time was greatly appreciated by all project team members.

When unexpected Water Seepage in CIDH Piles was noted during inspection, Leighton immediately responded with a California Certified Engineering Geologist to site to verify conditions. The observed water was perched groundwater which was already noted in the soils report. A wet condition procedure was recommended for the CIDH pile construction and Gamma-Gamma testing was performed to verify pile integrity.

DATE PALM / I-10 INTERCHANGE PROJECT | CATHEDRAL CITY

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT | Ward Maxwell | 951.955.6885 | wmaxwell@rctlma.org
Melanie Estes, PE, CCM | 619.565.5362 | melanie.estes@dhs-consulting.com

- Agency Oversight**
- ✓ Caltrans
- ✓ FHWA
- ✓ RTLMA
- Proposed Staff**
- ✓ Simon Saiid, PE, GE
- ✓ Roderick Marcia, PE
- ✓ Brandon Thomas
- ✓ Michael Thompson
- ✓ Jason Bulskov



Leighton provided quality assurance testing which included soils and materials. Laboratory and field-testing of materials were in accordance with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and Caltrans' Quality Assurance Manual. Leighton's scope of services included quality assurance testing of earth materials, subgrade soils, AC, PCC and batch plant inspection and field sampling of structural concrete.

Locating import soil for the embankments that met project specifications was presenting a procurement challenge, and schedule impact. Leighton worked with the construction management team and contractor, by providing tests and expedited results from various sources to reduce the delay in the schedule.

The improvements consist of widening the existing overcrossing structure, which comprises widening the existing approach embankments; new eastbound and westbound direct on- and off-ramps; new eastbound and westbound loop on-ramps; and associated retaining walls. Other improvements include: drainage structures, infiltration basins, utility lines, sidewalks, curb and gutter, landscape, lighting, and roadway restriping.

This construction project, located on a major interstate, required overnight and weekend shifts. Leighton's technicians and lab personnel coordinated field sampling and testing to provide test results as soon as possible to adapt to the project schedule. Gradation test results on aggregates for concrete were made available to the project Resident Engineer the same day of pour and/or the following morning through email and follow up phone message to expedite the concrete pours.

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PROJECT APPROACH/UNDERSTANDING

Project Understanding

The SR-60 / Moreno Beach Interchange project (Phase 2 Improvements) consists of a new bridge overcrossing (OC), widening of on/off ramps, retaining walls, utility relocations, HMA and PCC paving, and significant earthwork construction associated with site drainage including Line K-1 along Ironwood Avenue. Overall project schedule is 18 months. We understand that actual construction will begin in March-May 2021. The project will be generally located within the Caltrans right-of-way (ROW) and performed in 5 stages, briefly described as follows:

- Stage 1A - Portions of EB on- & off-ramps and MB Drive West
- Stage 1B - Improvements Line D and E, etc.
- Stage 2 - Portions of MB East, Embankment, Improvements
- Stage 3A - Remaining Portions of WB on- & off-ramps, etc.
- Stage 3B - Remaining Portions of EB on- & off-ramps, etc.
- Landscape Phase



Leighton will perform the material testing and geotechnical inspection services in accordance with the City's approved Quality Assurance Program (QAP), California Department of Transportation (Caltrans) Construction Manual, Chapters 3, "Control of Materials" and Chapter 6, "Sample Types and Frequencies", and applicable ASTM Test Methods and federal requirements.

Approach and Management Plan

As indicated above, the project is located within Caltrans ROW and hence all testing methods, procedures, and frequencies will comply with the contract specifications, and Caltrans Testing Manuals and Guidelines. Our approach is straight forward and based on our past experience on numerous similar projects within Moreno Valley and other Cities in southern California. We will assign the most qualified staff to this project and implement a pro-active management plan to execute and deliver the required field and laboratory testing on time and under budget. We familiarize ourselves with the project plans and specifications and meet with your construction management team to discuss field testing procedures and schedule expectations so any overlap in scope and/or field inspection is eliminated. We will also work closely with the City's construction team to identify up front any potential geotechnical and materials testing issues to prevent or reduce any construction delays or claims for extra work.

POTENTIAL GEOTECHNICAL/MATERIALS TESTING ISSUES	PROPOSED SOLUTIONS
<p>Weekend or Night Work: Although our field technicians/ inspectors will be available for field testing when needed, our laboratory technicians will typically be available during normal work hours/shifts. If laboratory testing is required the same day, such testing can only be performed during normal hours of next Monday or next working day, which may cause delay in responding to field testing and schedule.</p>	<p>Our field technicians/inspectors have faced such conditions on similar projects and were able to coordinate with our laboratory to perform required testing after normal hours or on weekends so work progress is not impeded or delayed. When feasible, we can also coordinate laboratory testing ahead of field testing for import soils or can perform some laboratory testing onsite (such as CT 216) and provide contractor same day results.</p>
<p>Grading/Backfilling: The proposed improvements include widening of existing ramps and backfilling of retaining walls and drainage structures. Such activities will require benching/transitioning from old to new fill. If not performed properly, this can cause to future settlement resulting in detrimental distress to surface improvements.</p>	<p>Our field inspectors/technicians can readily identify such conditions and help contractors implement proper procedures to properly place new fill over existing slopes and allow for effective transitioning and removal of loose soils, especially during subgrade testing for proposed pavement and drainage structures.</p>
<p>Suitable Street Subgrade: The pavement structural sections are designed based on R-value testing results from limited exploratory borings. The final pavement section will require verification of subgrade soils by geotechnical consultant at completion of grading.</p>	<p>Our field inspectors/technicians will be proactive in coordinating with the CM and Contractor to identify the source of materials to be placed in the street subgrade so minimal design changes and delays are incurred during construction.</p>
<p>Effective Soils Compaction: It is critical that an adequate compaction is achieved during earthwork construction to prevent future distress or failure of underground structures, bridge abutments, and pavement subgrade. When importing and potentially mixing with onsite soils, it is expected that applying the correct “maximum wet density” and achieving proper compaction is likely to pose a challenge during fill placement.</p>	<p>Our field inspectors/technicians have the experience to deal effectively with such challenges and can readily identify changes in soils so proper maximum densities are applied. We can proactively perform the required laboratory testing in our in-house laboratory or in the field so that results are provided in a timely manner to the contractor.</p>

Staffing Plan and Expected Duties

MR. SIMON SAIID, PE, GE, will be the Project Manager and will have direct responsibility for Leighton’s services throughout the contract. Mr. Saiid has more than 31 years of geotechnical engineering and material testing experience and very familiar with Caltrans testing methods and procedures. As part of his responsibilities on this project Mr. Saiid will perform the following:

- Review and thoroughly understand all contract documents, including construction drawings, specifications, and referenced testing methods and protocols.
- Review and thoroughly understand geotechnical and soils reports, materials testing lab, reports, contractor submitted mix reports, and other like documentation.
- Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements for conformance to the plans and specifications.
- Participate in pre-construction meetings, field meetings, construction progress meetings, final walk-through meetings, as-built plan completion meetings, equal opportunity meetings, and other administrative meetings as necessary.

- Monitor and report on the Contractor's extra work as it relates to geotechnical sampling, testing and reporting, field and laboratory materials testing.
- Assist in the negotiation of change orders as they relate to geotechnical sampling, testing, and reporting, as requested by the City.
- Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field testing, and recommend a course of action.
- Prepare and maintain all geotechnical inspection and testing records as they relate to earthwork materials testing and compaction testing.
- Provide labor compliance reports and certified payroll. Any re-tests (not due to Leighton's errors) will be identified separately on the invoice.

Leighton will dispatch multi-certified and cross-trained technicians/inspectors who are certified to provide the required soils, concrete and/or asphalt field tests, so that one technician can provide, when feasible, all of the needed tests for that day, cost-effectively and efficiently. We also believe that technician continuity is important to provide uninterrupted communication, and to make sure all construction materials/components are properly tested. As such, **Mario Aparicio**, who has extensive Caltrans related experience and demonstrated leadership qualities, will be our **LEAD TECHNICIAN/INSPECTOR** for geotechnical inspection and materials testing on this project. He has recent relevant experience providing geotechnical field observations, and concrete sampling and testing on Date Palm Drive Interchange improvements project. Mr. Thomas and our other technicians assigned to this project will possess at minimum the following qualifications:

- Expertise in geotechnical matters related to storm drain and roadway construction and bridge/roadway construction and grading, knowledge of the local area soils and geology, and relevant Caltrans' practices and test methods
- Safe and proper use of Nuclear Gauge for compaction testing of soils
- Implementation of proper procedures and protocols for field sampling and testing of graded earth materials, backfill materials, sub-grade, base, AC and PCC
- Ability to provide field test results immediately to the City's Consultant Resident Engineer and/or Inspector
- Review contractor submittals, sample/test frequency protocols and criteria for acceptable results and provision of materials and compaction reports
- Keep daily (when on-site) geotechnical field notes and take photographs of the field sampling and geotechnical inspection work, including photographic evidence of noncomplying materials or work. A daily report identifying work done by the geotechnical technician will be submitted to City's Consultant Resident Engineer and/or Inspector on the same day or by the next business day for review and filing

Resource Matrix

In accordance with the scope of services and the RFP, the Tables on the following pages provides a summary of estimated amount of construction inspection and materials testing for the two phases of this project, construction and landscaping. A detailed cost breakdown is provided in the fee proposal. The resource allocation matrix is based on Leighton's experience on similar projects and the requirements included in the RFP. The actual hours needed during construction will primarily depend on the completeness of construction/bid documents, contractor's procedures, conditions encountered during construction and familiarity with onsite soils.

Table 1 A – Resource Allocation Matrix / Staff

Table 1 A - Resource Allocation Matrix / Staff						
WORK TASK	HOURS					
	GE/PM	Materials Engineer	Staff Eng/Geol	Concrete / Soils Tester	Field Supervisor	Project Admin.
OFFICE ACTIVITIES						
1 Review and thoroughly understand all contract documents, including construction drawings, specifications and referenced testing methods and protocols	4	8	4	4	2	0
2 Review and thoroughly understand geotechnical and soils reports, materials testing lab reports, contractor submitted mix, reports, and other like documentation	4	16	4	0	2	0
3 Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements	4	8	0	0	4	0
4 Participate in a precon, field progress, and walk-through meetings, or any necessary meetings requested by the City & Field QC	8	0	8	20	0	0
5 Monitor and report on Contractor's extra work as it relates to geotechnical responsibilities sampling, testing and reporting field and laboratory materials testing	4	0	4	0	0	4
6 Assist in the negotiation of change orders as they relate to geotechnical responsibilities sampling, testing and reporting, as requested by the City	4	0	4	0	0	2
7 Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field testing, and recommend a course of action to the Engineer	6	8	4	0	0	0
8 Prepare and maintain all geotechnical files, daily inspection records including site photos, project status report, and relevant records as they relate materials testing	2	0	6	0	0	8
9 Prepare and maintain records of geotechnical work and requested and completed computer files, daily inspection reports, and all geotechnical related records	2	0	6	0	0	4
10 Provide labor compliance reports and certified payroll of the Consultant's field work.	12	0	0	0	0	42
Total Office Hours =	50	40	40	24	8	60
FIELD ACTIVITIES (soils/concrete testing, eng. Support, QC)						
Stage 1A - Portions of EB on- & off-ramps and MB Drive West	4		4	400	4	
Stage 1B - Improvements Line D and E, etc.	2		2	56	2	
Stage 2 - Portions of MB East, Embankment, Improvements	4		4	420	4	
Stage 3A - Remaining Portions of WB on- & off-ramps, etc.	2		2	60	2	
Stage 3B - Remaining Portions of EB on- & off-ramps, etc.	2		2	120	3	
Landscape Phase - soils and subgrade testing	2		2	40	3	
Total Field Hours =	16	0	16	1096	18	0
TOTAL LABOR RESOURCE ALLOCATION	66	40	56	1120	26	60

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Table 1 B – Resource Allocation Matrix / Lab Testing

Table 1 B - Resource Allocation Matrix / Laboratory Testing	
Laboratory Testing - Constrcution Phase	Tests/Quantities
Sieve Analysis - soil & aggregate	30
Sand Equivalent - soil & aggregate	30
Expansion Index	8
Specific Gravity - Coarse	15
Sulfate Content	8
Maximum Density / Proctor	8
Maximum Density / CT-216	36
R-value	8
Concrete Cylinders	200
Sieve of fine and coarse aggregate	120
Flexural Strength of Concrete	18
Durability Index	15
Cleanness Value of Coarse Aggregate	30
Bulk specific gravity - cores	30
Maximum Density - Hveem	18
Moisture content of asphalt	18
Extraction by ignition	18
Tensile Strength Up to No. 10	18
Tensile Strength No. 11 and over	12
Bend Test Up to No. 11	18
Contingency	10%
Laboratory Testing - Landscaping Phase	
Sieve Analysis - soil & aggregate	4
Sand Equivalent - soil & aggregate	4
Expansion Index	2
Sulfate Content	2
Maximum Density / Proctor	4
Concrete Cylinders	10
Major and minor nutrients	4
Growth trials to determine herbicide	2
Misc./additional Lab Testing	10%

Work Plan and Schedule

Leighton's approach and work plan for the materials testing and geotechnical services associated with the proposed improvements are summarized below.

Communication and Reporting

The Leighton project manager will attend the pre-construction meeting to establish and understand (1) points of contact, (2) site access and safety protocols, and (3) distribution of daily reports/results, etc. Daily Field Reports (DFRs) will be written and distributed to the Construction inspector and project Resident Engineer for review and signature. Leighton will work primarily with the CM field representative, who is expected to be on-site daily to (1) schedule our personnel, (2) supervise various contractors' activities and (3) respond to deficiencies in earthwork and/or materials, if necessary.

Site Safety

Leighton personnel will notify the contractor's site representative, and/or Construction Manager (CM) field representative or as specified for this project, whenever they arrive to site. Although site safety is the responsibility of the contractor, Leighton will work with the construction team to achieve a safe work environment. Our field personnel are provided with conventional and customary personal protection for construction sites, including hard hats, safety glasses, safety gloves and reflective vests. Any other standard safety equipment can be provided if requested, possibly at an additional cost depending on the request.

Field Testing Proposed Scope of Work

Leighton will provide geotechnical and materials testing services for SR-60 / Nason Street Interchange Improvements project in accordance with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and Caltrans' Quality Assurance Manual. Our scope and approach to field and laboratory testing services are described in the following subsections:

1. Field Testing and Sampling

Leighton will perform "Field Compaction Testing" for soil, aggregate and HMA and concrete sampling per project specifications and Caltrans applicable test methods. More specifically, our QA testing will generally follow the following criteria:

- a. Density and Compaction of soils and aggregate: minimum 5 test sites (using CT 231) tests on for 800 m² or more; less than 800 m² minimum 3 test sites.
- b. Density and Compaction of HMA: Take 100-mm diameter cores at least once every 5 business days or take 1 core for every 225 tonnes of HMA from random locations.
- c. Concrete sampling and testing of delivered concrete and batch plant sampling of aggregates as requested.

2. Laboratory Testing

Leighton will perform laboratory "Acceptance Testing" in accordance with the "Sampling and Testing Frequency" per Caltrans Construction Manual Chapter 6 and/or as requested by the project construction manager/resident engineer. This acceptance testing will include, but may not be limited to, the following:

- a. Concrete Acceptance – concrete should comply with Section 90 of the Standard Specifications and the Special Provisions for this project. Testing may include the following:
 - Slump ASTM C 143 / Penetration CT 533
 - Compressive Strength CT 521
 - Air Content CT 504
 - Flexural Strength CT 523
- b. HMA Acceptance – HMA should comply with Section 39 of the Standard Specifications and Special Provisions for this project). Verify HMA Mix Design (frequency – 1 per mix)

- c. Aggregate Base Acceptance –Aggregate base should comply with Section 26 of the Standard Specifications and the Special Provisions for this project. Testing may include the following:
- Gradation CT 202
 - Durability CT 229
 - R-Value CT 301
 - Sand Equivalent CT 217
- d. Structural Backfill for and roadway embankment (import and site soils) Earthwork shall conform to the provisions in section 19 of the Standard Specifications and the Special Provisions for this project. Testing may include the following:
- Expansion Index ASTM D 4829
 - R-Value CT 301
 - Sand Equivalent CT 217
 - Gradation CT 202

3. Documentation

Leighton will prepare and maintain the following records of sampling and testing for the project:

- a. Copies of the labs certifications and technicians certifications
- b. Acceptance Testing Sampling and Testing Log
- c. Certificates of Proficiency for samplers and testers
- d. Daily Reports for Acceptance Testing activities
- e. Acceptance Testing Laboratory Results,
- f. Monthly progress reports, if required

Scheduling/Dispatching

Leighton can begin providing services to the City of Moreno Valley immediately upon receipt of a signed/written authorization to proceed. Leighton appreciates at least two working days advance notice for scheduling the field personnel on the first day of services. Work thereafter may be scheduled with a full (24 hours) one working day advance notice. As indicated before, the CM representative will contact Leighton to schedule all fieldwork, and help avoid unproductive site visits or standby time.

Quality Control and Assurance

As required for certification, Leighton materials testing laboratory has a current, reviewed and approved Quality Manual. All laboratory results are reviewed by a California licensed Civil Engineer before final results are transmitted to Construction team. All Leighton field personnel will be certified for the test they are dispatched to perform. In support of all of these field services, Leighton will provide project management, supervision and internal quality control of the services provided. Leighton also has an internal Quality Manual that applies to all field and laboratory work.

PROPOSAL STATEMENTS

Change in Consultant Personnel

Although utilization of sub-consultants is not anticipated, Leighton Consulting acknowledges and understands that Leighton Consulting will not be allowed to change a sub-consultant without written permission from the City.

Not-To-Exceed Fee

All charges submitted with and made a part of this proposal for Leighton Consulting's services are submitted as a Not-to-Exceed Fee and include *conservatively estimated reimbursable expenses*.

Project Documentation

As customary for services performed, Leighton Consulting will document and provide the results of the work to the satisfaction of the City. This will include preparation of field and other daily documentation prepared onsite which will be provided to the City's Project Inspector and Engineer immediately. Final as-graded reports will be provided within seven days. Laboratory test results will be distributed less than 48 hours from completion. Leighton Consulting also has the capability to provide test results through a secure fire sharing site.

Defects or Hazardous Conditions

Leighton Consulting will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after construction work.

Hourly Rate Schedule

Submitted electronically via PlanetBids as a separate file, Leighton Consulting's hourly rate schedule is provided for use in invoicing for progress payments and for extra work incurred that is not part of this proposal. Leighton Consulting understands and agrees that all extra work will require prior approval from the City.

Non-Discrimination Policy

It is the policy of Leighton Group, Inc. (parent company of Leighton Consulting, Inc.) to employ, advance in employment, and otherwise treat all employees and applicants for employment without regard to race, color, religion, sex, age, national origin, physical or mental disability, or Vietnam-era or disabled veteran status.

Federal Laws and Regulations

Leighton Consulting shall 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, Leighton shall adhere to the strictest laws or regulations.

Contract Records Availability

Leighton Consulting will allow 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.

Davis-Bacon Fair Labor Standards

Leighton Consulting 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.

Copeland Anti-Kickback Act

Leighton Consulting 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.

Clayton Act and Cartwright Act

Leighton Consulting 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.

Conflicts of Interest

- Leighton Consulting, to the best of its knowledge, does not have any financial, business, or other relationship with the City that may influence the outcome of this contract.
- Leighton Consulting hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.
- Leighton Consulting hereby certifies that neither it, its employees, nor any firm affiliated with Leighton Consulting providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract.
- Leighton Consulting certifies that neither it, nor any firm affiliated with the Leighton Consulting, will bid on any construction subcontracts included within the construction contract. Additionally, Leighton Consulting certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.
- Leighton Consulting certifies that no subcontractor who may provide services on this Agreement shall have provided services on the design of any project within this contract.

ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

Leighton has no additions nor exceptions to the City's Request for Proposal as provided.

EXHIBIT CCITY - 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 \$213,829.00.
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/biz-lic>.
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 forty-five (45) days of receipt of the invoice for same.



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

March 15, 2021
Revised April 19, 2021

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

Attention: Ms. Margery Lazarus, PE, Senior Engineer

RE: COST PROPOSAL for Professional Consultant Materials Testing and Geotechnical Services, SR-60/Moreno Beach Drive I/C Project - Phase 2 Improvements, City of Moreno Valley's Capital Projects Division; Project No. 801-0021 (EA 08-32303)

In accordance with your Request-For-Proposal (RFP), we are pleased to present herewith our cost proposal for the subject project. A detailed resource matrix is included with our qualifications/work plan proposal submitted under a separate cover. As indicated therein, our services will be provided in accordance with the project plans & specifications, and applicable Caltrans "Manual of Testing" and City of Moreno Valley requirements.

The enclosed cost table reflects our "Not-to-Exceed Fee" for the anticipated services based on our review of project documents and experience with similar projects including past experience on the adjacent SR-60/Nason Street Bridge Interchange Improvements project. The hourly rates for the proposed staff are in a "cost-plus" format based on our approved ICR for 2019 audit by Caltrans. However, we are also enclosing our "fully-loaded" professional fee schedule for this project use if City is not required to follow LAPM 10-H1 format. Progress payments will be submitted on a monthly basis for the services performed and include staff names, hours worked, laboratory tests performed, and any reimbursable items such as mileage and postage/delivery. No specific milestones are anticipated on this project for payment purposes.

If you have any questions regarding this cost proposal or need any additional information, please don't hesitate to contact us at your convenience. We can be reached directly at 951-252-8013 or via email at: ssaiid@leightongroup.com.

Respectfully submitted,
LEIGHTON CONSULTING, INC.

Simon Saiid, PE, GE
Principal Engineer / Project Manager

Robert F. Riha, PG, CEG
Senior Principal Geologist

Attachments: Cost Table and Leighton's Professional Fee Schedule for this project.

SCHEDULE II - OTHER DIRECT COSTS**Cost Estimate for Soils and Material Testing****Laboratory Testing- Both Construction and Landscaping Phases****SR-60/Moreno Beach Interchange Improvement Project, Project No. 801 0021 / EA-32303**

Task	Type of Other Direct Cost (ODC)	Quantity	Unit Rate	Budget Amount
Laboratory Testing - Construction Phase				
8008	Sieve Analysis - soil & aggregate	24	\$ 135	\$ 3,240
8022	Sand Equivalent - soil & aggregate	24	\$ 105	\$ 2,520
8143	Expansion Index	6	\$ 130	\$ 780
8013	Specific Gravity - Coarse	14	\$ 100	\$ 1,400
8054	Sulfate Content	8	\$ 70	\$ 560
8100	Maximum Density / Proctor	6	\$ 220	\$ 1,320
8000	Maximum Density / CT-216	18	\$ 250	\$ 4,500
8090	R-value	8	\$ 310	\$ 2,480
7200	Concrete Cylinders	180	\$ 25	\$ 4,500
7240	Sieve of fine and coarse aggregate	100	\$ 135	\$ 13,500
7376	Flexural Strength of Concrete	18	\$ 85	\$ 1,530
7247	Durability Index	12	\$ 200	\$ 2,400
7248	Cleanness Value of Coarse Aggregate	24	\$ 210	\$ 5,040
7352	Bulk specific gravity - cores	24	\$ 55	\$ 1,320
7353	Maximum Density - Hveem	12	\$ 200	\$ 2,400
7377	Moisture content of asphalt	12	\$ 60	\$ 720
7358	Extraction by ignition	12	\$ 150	\$ 1,800
7300	Tensile Strength Up to No. 10	18	\$ 45	\$ 810
7301	Tensile Strength No. 11 and over	12	\$ 100	\$ 1,200
7302	Bend Test Up to No. 11	18	\$ 45	\$ 810
	Misc./additional Lab Testing	ls	na	\$ 3,000
			Subtotal	\$ 55,830
Laboratory Testing - Landscaping Phase				
8008	Sieve Analysis - soil & aggregate	2	\$ 135	\$ 270
8022	Sand Equivalent - soil & aggregate	2	\$ 105	\$ 210
8143	Expansion Index	1	\$ 131	\$ 131
8054	Sulfate Content	1	\$ 70	\$ 70
8100	Maximum Density / Proctor	1	\$ 220	\$ 220
7200	Concrete Cylinders	10	\$ 25	\$ 250
1111	Major and minor nutrients	0	\$ 800	\$ -
1112	Growth trials to determine herbicide	0	\$ 600	\$ -
	Misc./additional Lab Testing	ls	na	\$ 1,000
			Subtotal	\$ 2,151
Total Laboratory Testing =				\$ 57,981





Leighton

FEE SCHEDULE - 2020

Amended

A.9.c

LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HI
Technician I.....	81	Project Administrator/Word Processor/Dispatcher	7
Technician II / Special Inspector	90	Information Specialist	9
Senior Technician / Senior Special Inspector	102	CAD Operator.....	11
Prevailing Wage (fieldsoils/materialstester)*.....	119	GIS Specialist.....	12
Prevailing Wage (Special Inspector) *	126	GIS Analyst	14
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	142	Staff Engineer / Geologist / Scientist.....	13
System Operation & Maintenance (O&M) Specialist.....	129	Senior Staff Engineer / Geologist / Scientist / ASMR	15
Non Destructive Testing (NDT).....	142	Operations / Laboratory Manager.....	16
Deputy Inspector	102	Project Engineer / Geologist / Scientist	17
Field / Laboratory Supervisor	135	Senior Project Engineer / Geologist / Scientist / SMR.....	18
Source Inspector	122	Associate	20
City of Los Angeles Deputy Building (including Grading) Inspector	144	Principal.....	22
* See Prevailing Wages in Terms and Conditions		Senior Principal	26

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TES
CLASSIFICATION & INDEX PROPERTIES		COMPACTION & PAVEMENT SUBGRADE TESTS	
Photograph of sample	10	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216)	20	- 4 inch diameter mold (Methods A & B).....	16
Moisture & density (ASTM D2937) ring samples.....	30	- 6 inch diameter mold (Method C).....	21
Moisture & density (ASTM D2937) Shelby tube or cutting	40	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):	150	- 4 inch diameter mold Methods A & B	22
- Single point, non-plastic	85	- 6 inch diameter mold Method C	24
- Atterberg limits (organic ASTM D2487 / D4318)	180	Check point (per point)	6
- Visual classification as non-plastic (ASTM D2488).....	10	Relative compaction of untreated/treated soils/aggregates (CTM 216)	25
Particle size:		Relative density 0.1 ft mold (ASTM D4253, D4254).....	23
- Sieve only 1 1/2 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)... 135		California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	175	- 3 point	50
- Hydrometer only (ASTM D7928).....	110	- 1 point	18
- Sieve + hydrometer ≤3 inch sieve, (ASTM 7928)	185	- R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301).....	31
- Percent passing #200 sieve, wash only (ASTM D1140)	70	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	34
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ ASTM D854/CTM 207)	125	SOIL CHEMISTRY & CORROSIVITY	
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100	pH Method A (ASTM D4972 or CTM 643)	4
- Total porosity - on Shelby tube sample (calculated).....	165	Electrical resistivity – single point – as received moisture.....	4
- Total porosity - on other sample (calculated)	155	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	9
Shrinkage limits wax method (ASTM D4943)	126	pH + minimum resistivity (CTM 643)	13
Pinhole dispersion (ASTM D4647)	210	Sulfate content - gravimetric (CTM 417 B Part 2).....	7
Dispersive characteristics (double hydrometer ASTM D4221)	90	Sulfate content - by ion chromatograph (CTM 417 Part 2)	8
As-received moisture & density (chunk/carved samples).....	60	Sulfate screen (Hach®)	3
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105	Chloride content (AASHTO T291/CTM 422)	7
SHEAR STRENGTH		Chloride content – by ion chromatograph (AASHTO T291/CTM 422).....	8
Pocket penetrometer	15	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	26
Direct shear (ASTM D3080, mod., 3 points):		Organic matter content (ASTM D2974)	6
Consolidated undrained - 0.05 inch/min (CU)	285	CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidated drained - <0.05 inch/min (CD)	345	Consolidation (ASTM D2435):	19
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear).....	50	- Each additional time curve.....	4
Remolding or hand trimming of specimens (3 points)	90	- Each additional load/unload w/o time reading	4
Oriented or block hand trimming (per hour).....	65	Expansion Index (ASTM D4829)	13
Single point shear.....	105	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	10
Torsional shear (ASTM D6467 / ASTM D7608).....	820	Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A).....	29

Attachment: Agreement with Leighton Consulting, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND

METHOD	\$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166).....	135
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress)	170
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress).....	375
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
- Sand or silty sand soils (per confining stress).....	375
- Silt or clayey sand soils (per confining stress).....	500
- Clay soils (per confining stress).....	705
- Three-stage triaxial (sand or silty sand soils).....	655
- Three-stage triaxial (silt or clayey sand soils).....	875
- Three-stage triaxial (clay soils).....	1,235
Remolding of test specimens	65

METHOD	\$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):.....	31
- Each additional effective stress.....	12
- Hand trimming of soil samples for horizontal K.....	6
Remolding of test specimens	6
Permeability of granular soils (ASTM D2434)	13
Soil suction (filter paper method, ASTM D5298)	40
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558)	24
Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,20
Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	6
Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹ ..	23
¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12").....	25
Concrete cylinders compression (ASTM C39) (4" x 8")	22
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)..	40
Trimming concrete cores (per core)	20
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	85
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	85
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400
Length of concrete cores (CTM 531).....	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382).....	150
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382).....	1,350
Extraction by centrifuge, percent asphalt (ASTM D2172)	150
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	135
Stabilometer, S-Value (ASTM D1560/CTM 366).....	265
Bituminous mixture preparation (AASHTO R30/CTM 304)	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	50
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	55
Maximum density - Hveem (CTM 308).....	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40
Wet track abrasion of slurry seal (ASTM D3910)	150
Rubberized asphalt (add to above rates).....	+ 25%

METHOD	\$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212)	5
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	6
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	20
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211).....	25
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208)	13
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	17
Durability Index (AASHTO T210/ASTM D3744/CTM 229).....	20
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	4
Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234)	13
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	13
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	21
Cleanness value of coarse aggregate (CTM 227).....	21
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	22
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	65
MASONRY	
Mortar cylinders 2" by 4" (ASTM C780)	2
Grout prisms 3" by 6" (ASTM C1019).....	2
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	4
Masonry core-shear, Title 24 - test only.....	8
Veneer bond strength, cost for each - 5 required (ASTM C482)	5
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	4
CMU moisture content, absorption & unit weight - 6 required (ASTM C140).....	4
CMU linear drying shrinkage (ASTM C426)	17
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314)	18
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314)	25
BRICK	
Compression - cost for each, 5 required (ASTM C67).....	4
STREET LIGHTS/SIGNALS	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86).....	130

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METHOD	\$/TEST
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605)	60
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3)	990
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1230
Type A Joint Seals (Caltrans SS 51-2)	1620
Type B Joint Seals (Caltrans SS 51-2)	1530
Bearing plates (A536)	720
REINFORCING STEEL AND PRESTRESSING STRANDS	
Rebar tensile test, ≤ up to No. 10 (ASTM A370)	45
Rebar tensile test, ≥ No. 11 & over (ASTM A370)	100
Rebar bend test, up to No. 11 (ASTM A370)	45
Rebar bend test, ≥ No. 11 & over (ASTM A370)	100
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	65
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)	85
Mechanical rebar splice, tensile test, ≤ up to No. 10 (CTM 670)	65
Mechanical rebar splice, slip test, ≤ up to No. 10 (CTM 670)	40
Mechanical rebar splice, tensile test, ≥ No. 11 & over (CTM 670)	85

METHOD	\$/TEST
Mechanical rebar splice, slip test, ≥ No. 11 & over (CTM 670)	€
Headed rebar splice, tensile test, ≤ up to No. 10 (CTM 670)	€
Headed rebar splice, tensile test, ≥ No. 11 & over (CTM 670)	€
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934)	4
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934)	€
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934)	4
Prestressing wire, tension (ASTM A416)	1€
Sample preparation (cutting)	€

FASTENERS / BOLTS / RODS	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	€
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	7
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	€
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	7
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370)	€
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	1€
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	12

SSAMPLE TRANSPORT	
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	€

EQUIPMENT LIST

ITEM	\$ UNIT
1/4 inch Grab plates	5 each
1/4 inch Tubing (bonded)	0.55 foot
1/4 inch Tubing (single)	0.35 foot
3/8 inch Tubing, clear vinyl	0.55 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	130 day
Air flow meter and purge pump (200 cc/min)	50 day
Box of 24 soil drive-sample rings	120 box
Brass sample tubes	10 each
Caution tape (1000-foot roll)	20 each
Combination lock or padlock	11 each
Compressed air tank and regulator	50 day
Concrete coring machine (≤6-inch-dia)	150 day
Consumables (gloves, rope, soap, tape, etc.)	35 day
Core sample boxes	11 each
Crack monitor	25 each
Cutoff saws, reciprocating, electric (Sawzall®)	75 day
Disposable bailers	12 each
Disposable bladders	10 each
Dissolved oxygen meter	45 day
DOT 55-gallon containment drum with lid	65 drum
Double-ring infiltrometer	125 day
Dual-stage interface probe	80 day
Dynamic Cone Penetrometer	400 day
Generator, portable gasoline fueled, 3,500 watts	90 day
Global Positioning System/Laser Range Finder	80 day
Hand auger set	90 day
HDPE safety fence (≤100 feet)	40 roll
Horiba U-51 water quality meter	135 day
Light tower (towable vertical mast)	150 day
Magnehelic gauge	15 day
Manometer	25 day
Mileage (IRS Allowable)	0.575 mile

ITEM	\$ UN
Moisture test kit (excludes labor to perform test, ASTM E1907)	60 te
Nuclear moisture and density gauge	88 d
Pachometer	25 d
Particulate Monitor	125 d
pH/Conductivity/Temperature meter	55 d
Photoionization Detector (PID)	120 d
Pump, Typhoon 2 or 4 stage	50 d
QED bladder pump w/QED control box	160 d
Quire fee – Phase I only	200 ea
Resistivity field meter & pins	50 d
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15 ea
Slope inclinometer	200 d
Soil sampling T-handle (Encore)	10 d
Soil sampling tripod	35 d
Stainless steel bailer	40 d
Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160 d
Submersible pump/transfer pump, 10-25 gpm	50 d
Support service truck usage (well installation, etc.)	200 d
Survey/fence stakes	8 ea
Tedlar® bags	18 ea
Traffic cones (≤25)/barricades (single lane)	50 d
Turbidity meter	70 d
Tyvek® suit (each)	18 ea
Vapor sampling box	55 d
Vehicle usage (carrying equipment)	15 hc
VelociCalc	35 d
Visqueen (20 x 100 feet)	100 r
Water level indicator (electronic well sounder) <300 feet deep well	60 d
ZIPLEVEL®	15 d

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

Attachment: Agreement with Leighton Consulting, Inc. (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND

TERMS AND CONDITIONS

- **Expiration:** This fee schedule is effective through December 31, 2021 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 - **4 hours:** 4-hour minimum charge up to the first four hours of work
 - **8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.
- **Project time accrued includes portal to portal travel time.**
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 18%, unless billed directly to and paid by client.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.

TABLE 1A
Cost Estimate Material Testing and Geotechnical Services - Line K-1
Laboratory Testing- Both Construction and Landscaping Phases
SR-60/Moreno Beach Interchange Improvement Project, Project No. 801 0021 / EA-32303

Task	Type of Other Direct Cost (ODC)	Quantity	Unit Rate	Budget Amount
Laboratory Testing - Construction Phase				
8008	Sieve Analysis - soil & aggregate	4	\$ 135	\$ 540
8022	Sand Equivalent - soil & aggregate	4	\$ 105	\$ 420
8143	Expansion Index	3	\$ 130	\$ 390
8013	Specific Gravity - Coarse	0	\$ 100	\$ -
8054	Sulfate Content	2	\$ 70	\$ 140
8100	Maximum Density / Proctor	4	\$ 220	\$ 880
8000	Maximum Density / CT-216	0	\$ 250	\$ -
8090	R-value	2	\$ 310	\$ 620
7200	Concrete Cylinders	20	\$ 25	\$ 500
7240	Sieve of fine and coarse aggregate	0	\$ 135	\$ -
7376	Flexural Strength of Concrete	0	\$ 85	\$ -
7247	Durability Index	0	\$ 200	\$ -
7248	Cleaness Value of Coarse Aggregate	0	\$ 210	\$ -
7352	Bulk specific gravity - cores	0	\$ 55	\$ -
7353	Maximum Density - Hveem	2	\$ 200	\$ 400
7377	Moisture content of asphalt	0	\$ 60	\$ -
7358	Extraction by ignition	2	\$ 150	\$ 300
7300	Tensile Strength Up to No. 10	4	\$ 45	\$ 180
7301	Tensile Strength No. 11 and over	2	\$ 100	\$ 200
7302	Bend Test Up to No. 11	2	\$ 45	\$ 90
	Misc./additional Lab Testing	ls	na	\$ 1,500
			Subtotal	\$ 6,160
Laboratory Testing - Landscaping Phase				
8008	Sieve Analysis - soil & aggregate	0	\$ 135	\$ -
8022	Sand Equivalent - soil & aggregate	0	\$ 105	\$ -
8143	Expansion Index	0	\$ 131	\$ -
8054	Sulfate Content	0	\$ 70	\$ -
8100	Maximum Density / Proctor	0	\$ 220	\$ -
7200	Concrete Cylinders	0	\$ 25	\$ -
1111	Major and minor nutrients	0	\$ 800	\$ -
1112	Growth trials to determine herbicide	0	\$ 600	\$ -
	Misc./additional Lab Testing	0	na	\$ 1,000
			Subtotal	\$ 1,000
Total Laboratory Testing =				\$ 7,160

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 The City of Moreno Valley, the City of Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority"), Western Riverside Council of Governments ("WRCOG"), 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. The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, Western Riverside Council of Governments, 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, WRCOG, 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 the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, Western Riverside Council of Governments, 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.

<p>(1) If submitting a new CHP 78R, CSU will issue an Agreement Number. Any portion which does not apply to a particular service should be marked "N/A."</p>	<p>(10) Attach all required documents to the CHP 78R, including but not limited to, Letter of Agreement, STD 213, specifications/scope of work expedite approval and resolution document(s), if required.</p>
<p>(2) OPI tracking number is created and assigned by the OPI. The tracking number will begin with the requesting command's three-digit location code, followed by "CR" for contract receivable, followed by one-digit representing the FY (FY 08/09 would be 8), then a consecutively assigned three-digit number. Example: 076CR8001, 076CR8002, 076CR8003, etc.</p>	<p>(11) Contact information of who will be approving the invoice(s). (12) Estimated project amount. NOTE: CSU does not determine Agreement or Amendment amounts</p>
<p>(3) Previous agreement number, if applicable.</p>	<p>(13) Amendment increase/decrease, if applicable. NOTE: CSU does not determine Agreement or Amendment amounts</p>
<p>(4) The OPI contract manager's contract information.</p>	<p>(14) Maximum reimbursable amount. NOTE: CSU does not determine Agreement or Amendment amounts</p>
<p>(5) Agreement With includes contractor's full business name, contract name, business address, telephone and fax number.</p>	<p>(15) OPI to provide budget coding. (These codes can be obtained through OPI's ARMS coordinator or FMS and are used to determine which cost pool to deposit funds into). Example of budget coding:</p>
<p>(6) Indicate agreement type (original agreement or amendment).</p>	<p>Location Code - 3076, Object Code - 912, PCA Code - 86002 NOTE: CSU does not determine budget coding.</p>
<p>(7) Term of Agreement. Indicated start and end dates, as well with amendments.</p>	<p>(16) Indicated when invoice(s) is/are to be prepared and forward for approval and payment.</p>
<p>(8) Area location(s) where service(s) are to be performed.</p>	<p>(17) Route for appropriate signature approvals, including signature from appropriate Assistant Commissioner, if required. If additional signatures are required, sign or stamp anywhere space is available.</p>
<p>(9) Description of service(s) to be performed.</p>	<p>Once all approvals have been received, submit the CHP 78R to CSU</p>

Attachment: CHP Agreement (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL
ENTITY OR POLITICAL SUBDIVISION R&T 11922

Moreno MDP Line K-1
Project No. 4-0-00766
MS 122
APN 473-160-008 (portion)

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Moreno Valley, does hereby remise, release and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, all right, title and interest in and to an easement, situated in the city of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded March 12, 2013, as Instrument No. 2013-0119990, records of the Recorder's Office, Riverside County, State of California, to be referenced hereafter as **RCFC Parcel 4766-501** as shown on Exhibits "A" and "B", attached for reference purposes only.

CITY OF MORENO VALLEY,
a municipal corporation:

Date: _____

By: _____
MIKE LEE, City Manager

ATTEST:

PAT JACQUEZ-NARES,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

DOC # 2013-0119990
03/12/2013 02:25 PM Fees: \$0.00
Page 1 of 8
Recorded In Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Recording requested by and when recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 86005
Moreno Valley, CA 92552-0805

This document was electronically submitted to the County of Riverside for recording
Received by: CARAGON

11680728

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRR: 021-011

The undersigned grantor(s) declare(s)

Project Name: SR60/Moreno Beach Drive
Interchange Improvement Project

DOCUMENTARY TRANSFER TAX \$ ~~NONE~~ 40.00

Project No:
RCFC Parcel No.

EASEMENT DEED

Milano Limited Partnership, Successor-in-Interest to Universal Yang Co., Inc., who erroneously acquired title as Universal Yang Co. Ltd, a California corporation); Milano Limited Partnership, a Nevada limited partnership; Sharl Sunada, a married woman, as her sole and separate property; and Shue Tang Lang, a single man,

hereby Dedicate In Perpetuity to the CITY OF MORENO VALLEY, a municipal corporation, a storm drain easement for flood control and drainage purposes for the construction, use, repair, reconstruction; inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and shown in Exhibit "B" and made a part hereof.

The Grantors agree for themselves, their successors and assigns not to erect, place or maintain, nor to permit the erection, placement, or maintenance of any building, planter boxes, earth fill or other structures except pavement on the above described real property. The Grantee, and its contractors, agents and employees, shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantors, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

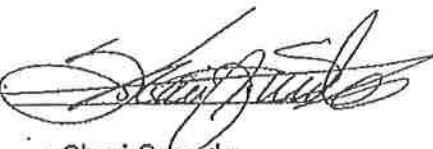
Assessor's Parcel Number: 473-160-008

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

IN WITNESS WHEREOF, the grantor hereto has caused this Storm Drain Easement Deed to be executed as of this 24th day of January, 2013.

Grantor:

Milano Limited Partnership, Successor-in-Interest to Universal Yang Co., Inc., who erroneously acquired title as Universal Yang Co. Ltd, a California corporation

By: 

Name: Shari Sunada

Its: General Partner

Milano Limited Partnership, a Nevada limited partnership

By: 

Name: Shari Sunada

Its: General Partner


Shari Sunada

*Signed in counterpart

Shue Tang Lang

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

ACKNOWLEDGEMENT

STATE OF California)

COUNTY OF Los Angeles)

On January 24, 2013 before me, Disporn Wanthivanond-Bailey, Notary Public, personally appeared Shari Sunada, 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 *Disporn Wanthivanond-Bailey*



(Seal)

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

IN WITNESS WHEREOF, the grantor hereto has caused this Storm Drain Easement Deed to be executed as of this 10 day of January, 2013.

Grantor:

Milano Limited Partnership, Successor-in-Interest to Universal Yang Co., Inc., who erroneously acquired title as Universal Yang Co. Ltd, a California corporation

*
By: _____

Name: Shari Sunada

* Signed in counterpart

Its: * _____

Milano Limited Partnership, a Nevada limited partnership

*
By: _____

Name: Shari Sunada

Its: General Partner

*

Shari Sunada

Shue Tang Lang
Shue Tang Lang

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM


ACKNOWLEDGEMENT

STATE OF Taiwan
City of Taipei
American Institute in } SS
COUNTY OF Taiwan, Taipei Office

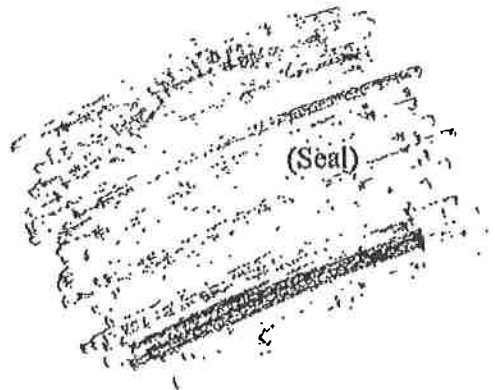
On 10 JAN 2013 before me, Erzsebet G. Leong
Special Notary (PL96-8), Notary
Public, personally appeared V. SHUZE, TMG. LANG, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed 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 

Erzsebet G. Leong
Special Notary (PL96-8)
Duty appointed and qualified
My commission expires: November 18, 2013



Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

EXHIBIT "A"
SHEET 1 of 2

LEGAL DESCRIPTION
A NON-EXCLUSIVE EASEMENT FOR STORM DRAIN PURPOSES

That portion of the Northeast Quarter of Section 3, Township 3 South, Range 3 West, San Bernardino Meridian, in the City of Moreno Valley, County of Riverside, State of California according to the Official Plat thereof, more particularly described as follows:

BEGINNING at the southwest corner of the land described in Judgment in favor of Calvary Chapel of Moreno Valley recorded July 22, 2005 in Document No. 2005-0587259, Official Records of said County, said corner being on the northerly line of Ironwood Avenue (80.00 feet wide); thence North 00°23'26" East a distance of 19.00 feet along the west line of said land to a line parallel with and distant northerly 19.00 feet from said northerly line of Ironwood Avenue; thence North 89°33'14" West a distance of 671.69 feet along said parallel line to the easterly line of Moreno Beach Drive (60.00 feet wide); thence along said easterly line, South 00°28'05" West a distance of 19.00 feet to said northerly line of Ironwood Avenue; thence South 89°33'14" East a distance of 671.71 feet along said northerly line to the to the **POINT OF BEGINNING**.

Containing 12,762 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground-level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11
Date Feb 15, 2011



Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE

EXHIBIT "A"
SHEET 2 OF 2

MORENO BEACH DRIVE

PETTIT STREET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°23'26"E	19.00'
L2	N00°28'05"E	19.00'



NON-EXCLUSIVE
DRAINAGE EASEMENT
AREA= 12,762 SQ. FT.

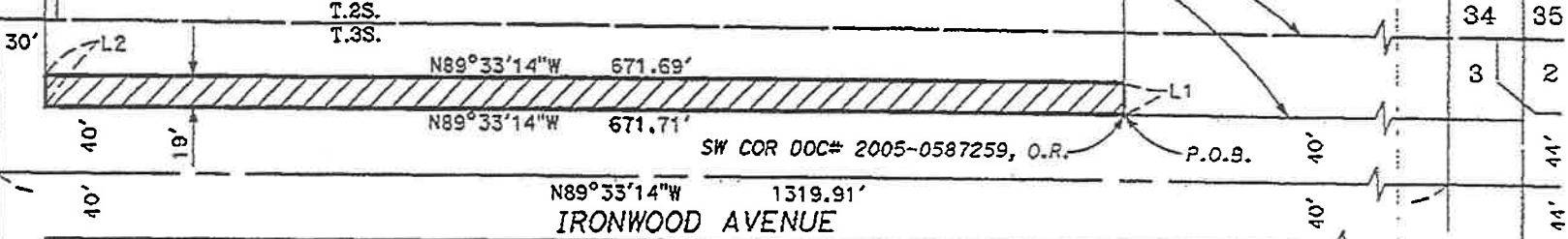


SCALE 1"=100'

T. 2 S., R. 3 W., S.B.M.

SE 1/4, SE 1/4,
SE 1/4, SECTION 34

JUDGMENT IN FAVOR OF CALVARY CHAPEL
OF MORENO VALLEY REC 07/22/2005
IN DOC# 2005-0587259, O.R.



SECTION 3
T. 3 S., R. 3 W., S.B.M.
LOT 2
BLOCK 13
BEAR VALLEY AND
ALESSANDRO DEVELOPMENT
MB 11; PAGE 10

LOT 1




Janeen Nedlik 2/15/11
JANEEN NEDLIK, L.S. 7563 DATE
EXPIRES 12/31/11

Associated Engineers
3311 E. SHELBY ST. ONTARIO, CA 91764
Tel: 909.980.1982 Fax: 909.941.0891
A division of
**PB PARSONS
BRINCKERHOFF**

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE

Acceptance Certificate

This is to certify that the interest in real property conveyed by the Easement Deed dated January 27, 2013, from the City of Moreno Valley, a municipal corporation, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted, subject to completion of improvements, and the street improvements being accepted into and becoming a part of the City's maintained street system, by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.


Ahmad R. Ansari, P.E.
Public Works Director/City Engineer
City of Moreno Valley

Date: 2/7/13

State of California
County of Riverside

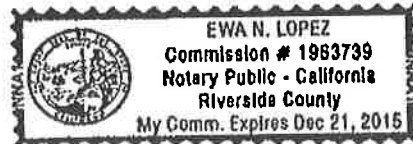
On 2/7/2013 before me, Ewa N Lopez, Notary Public

a Notary Public, personally appeared Ahmad Reza Ansari
Ahmad R. Ansari

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 Ewa N Lopez
Signature of Notary Public

Place Notary Seal Above

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY ("Grantor") to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantee"), a body politic, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

Date: _____

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

Project: Moreno MDP Line K-1
Project No. 4-0-00766
APN 473-160-008
RCFC Parcel No. 4766-501

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL
ENTITY OR POLITICAL SUBDIVISION R&T 11922

Moreno MDP Line K-1
Project No. 4-0-00766
MS 122
APN 473-160-007 (portion)

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Moreno Valley, does hereby remise, release and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, all right, title and interest in and to an easement, situated in the city of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded September 9, 2013, as Instrument No. 2013-0438988, records of the Recorder's Office, Riverside County, State of California, to be referenced hereafter as **RCFC Parcel 4766-500** as shown on Exhibits "A" and "B", attached for reference purposes only.

CITY OF MORENO VALLEY,
a municipal corporation:

Date: _____

By: _____
MIKE LEE, City Manager

ATTEST:

PAT JACQUEZ-NARES,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

Att.#4

DOC # 2013-0438500
09/09/2013 12:56 PM Fees: \$0.00
Page 1 of 5
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Commonwealth Land Title Company

Recorded at request of, and return
to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

**This document was electronically
to the County of Riverside for recording
Received by: MRUIZ

11680735-10

NO FEE (GOV. CODE 6103)
TMA: 021-011
Project Name: SR60/Moreno Beach Drive
Interchange Improvement Project
Project No:
RCFC Parcel No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

EASEMENT DEED

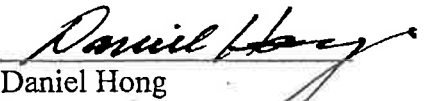

Daniel Hong and Kaoru Hironaka Hong, husband and wife as joint tenants, heret
Dedicate in Perpetuity to the CITY OF MORENO VALLEY, a municipal corporation, a storm
drain easement for flood control and drainage purposes for the construction, use, repair
reconstruction, inspection, operation and maintenance of storm drain facilities, and a
appurtenant works, including ingress and egress thereto, over, under and across that certain real
property situated in the County of Riverside, State of California, described in legal descriptive
attached hereto as Exhibit "A" and shown in Exhibit "B" and made a part hereof.

The Grantors agree for themselves, their successors and assigns not to erect, place or
maintain, nor to permit the erection, placement, or maintenance of any building, planter boxes
earth fill or other structures except pavement on the above described real property. The Grantee
and its contractors, agents and employees, shall have free access to said systems and every part
thereof, at all times, for the purpose of exercising the rights herein granted; provided, however
that in making any excavation on said property of the Grantors, the Grantee shall make the same
in such manner as will cause the least injury to the surface of the ground around such excavation
and shall replace the earth so removed by it and restore the surface of the ground to as near the
same condition as it was prior to such excavation as is practicable.

Assessor's Parcel Number: 473-160-007

GRANTOR:

Date: 09.06.2012


Daniel Hong

Kaoru Hironaka Hong

(Notary Attached)

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

Commonwealth Land Title Company

Recorded at request of, and return to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

11680735-10
NO FEE (GOV. CODE 6103)
JMA: 021-011

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Project Name: SR60/Moreno Beach Drive
Interchange Improvement Project

Project No:
RCFC Parcel No.

EASEMENT DEED

Daniel Hong and Kaoru Hironaka Hong, husband and wife as joint tenants, hereby Dedicate in Perpetuity to the CITY OF MORENO VALLEY, a municipal corporation, a **storm drain easement** for flood control and drainage purposes for the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and shown in Exhibit "B" and made a part hereof.

The Grantors agree for themselves, their successors and assigns not to erect, place or maintain, nor to permit the erection, placement, or maintenance of any building, planter boxes, earth fill or other structures except pavement on the above described real property. The Grantee, and its contractors, agents and employees, shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantors, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Assessor's Parcel Number: 473-160-007

GRANTOR:

Date: 09.06.2012

Daniel Hong
Daniel Hong
Kaoru Hironaka Hong
Kaoru Hironaka Hong

(Notary Attached)

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

NOTARY ACKNOWLEDGMENT

State of CALIFORNIA }
County of LOS ANGELES } ss.

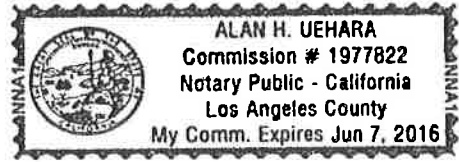
On SEPTEMBER 6, 2012, before me, ALAN H. UEHARA, a Notary Public,
personally appeared DANIEL HUNG AND KADRI HERONAKA NONG,

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

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

WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary



Notary Seal

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

EXHIBIT "A"

LEGAL DESCRIPTION
A NON-EXCLUSIVE EASEMENT FOR STORM DRAIN PURPOSES

That portion of the Southwest Quarter of the Southeast Quarter of Section 34, Township 2 South, Range 3 West, San Bernardino Meridian and the Northeast Quarter of Section 3, Township 3 South, Range 3 West San Bernardino Meridian, in the City of Moreno Valley, County of Riverside, State of California according to the Official Plat thereof, more particularly described as follows:

COMMENCING at the centerline intersection of Moreno Beach Drive and Ironwood Avenue; thence North 00°28'05" East a distance of 59.00 feet along the centerline of said Moreno Beach Drive to a point on a line parallel with and distant northerly, 59.00 feet from the centerline of said Ironwood Avenue; thence North 89°33'14" West a distance of 32.08 feet along said parallel line to a point on the west line of said Moreno Beach Drive, said point being the **POINT OF BEGINNING**, said point also being on a curve concave northwesterly having a radius of 25.00 feet, a radial line to said point bears South 65°58'32" East thence Southwesterly a distance of 28.98 feet along said curve and said west line through a central angle of 66°25'19" to the northerly line of said Ironwood Avenue; thence North 89°33'14" West a distance of 20.02 feet along said northerly line to the beginning of a curve concave northerly having a radius of 1955.87 feet; thence Northwesterly a distance of 307.23 feet along said curve and said northerly line through a central angle of 09°00'00"; thence continuing along said northerly line North 80°33'14" West a distance of 206.07 feet; thence South 84°54'55" East a distance of 103.54 feet to the beginning of a curve concave southerly having a radius of 3021.00 feet; thence Easterly a distance of 152.69 feet along said curve through a central angle of 02°53'45" to the beginning point of a reverse curve concave northerly having a radius of 1940.87 feet, a radial to said point bears South 07°58'50" West; thence easterly a distance of 255.22 feet along said curve through a central angle of 07°32'03" to a line parallel with and distant northerly 15.00 feet from said northerly line; thence South 89°33'14" East a distance of 42.93 feet along said parallel line and the easterly projection of said parallel line to the **POINT OF BEGINNING**.

Containing 6,681 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik
Janeen Nedlik, L.S. 7563
Expires 12/31/11
Date Feb 15, 2011



Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE

EXHIBIT "B"

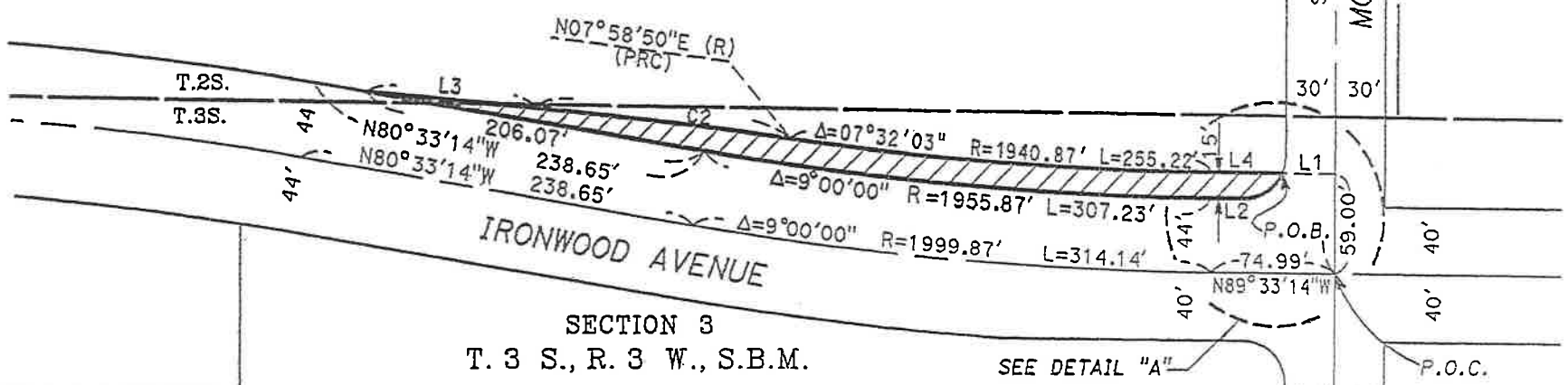
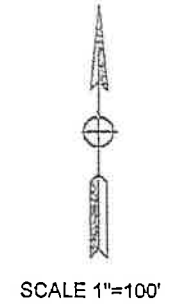
LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°33'14"W	32.08'
L2	N89°33'14"W	20.02'
L3	N84°54'55"W	103.54'
L4	N89°33'14"W	42.93'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	66°25'19"	25.00'	28.98'
C2	02°53'45"	3021.00'	152.69'
C3	23°34'41"	25.00'	10.29'

T. 2 S., R. 3 W., S.B.M.
SECTION 34

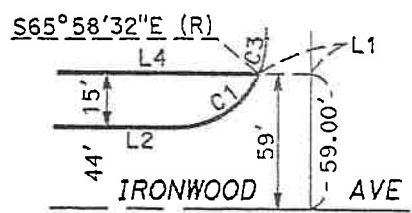
JUNIPER AVE

1321.08'
500°28'05"W
MORENO BEACH DRIVE

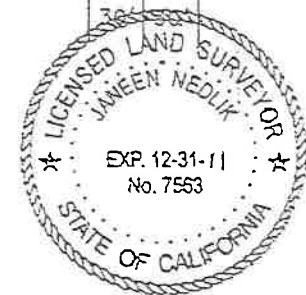


LOT 4 & A PORTION OF IRONWOOD AVENUE

LOT 3 & A PORTION OF IRONWOOD AVENUE
BLOCK 13
BEAR VALLEY AND ALESSANDRO DEVELOPMENT
MB 11, PAGE 10



DETAIL "A"
NOT TO SCALE



Janeen Nedlik 2/15/11
JANEEN NEDLIK, L.S. 7563 DATE
EXPIRES 12/31/11

Associated Engineers
3311 E. SHELBY ST. ONTARIO, CA 91764
Tel: 909.980.1982 Fax: 909.941.0891
A division of
PARSONS BRINCKERHOFF

NON-EXCLUSIVE DRAINAGE EASEMENT
AREA= 6,681 SQ. FT.

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE

Acceptance Certificate

This is to certify that the interest in real property APN 473-160-007, Easement Deed conveyed by the deed or grant dated 9-16-2012 from Daniel Hong and Kaoru Hironaka Hong, husband and wife as joint tenants, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

Ahmad R. Ansari

Date: 10/1/12

Ahmad R. Ansari, P.E.
Public Works Director/City Engineer
City of Moreno Valley

State of California
County of Riverside }

On 10/1/12 before me, Michael N. Green

a Notary Public, personally appeared Ahmad R. Ansari

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 *Michael N. Green*
Signature of Notary Public



Place Notary Seal Above

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY ("Grantor") to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantee"), a body politic, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

Date: _____

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

Project: Moreno MDP Line K-1
Project No. 4-0-00766
APN 473-160-007
RCFC Parcel No. 4766-500

Attachment: Quitclaim Deeds (4348 : AUTHORIZATION TO AWARD CONSTRUCTION PHASE AGREEMENTS AND EXECUTION OF QUITCLAIM



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: May 4, 2021

TITLE: ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2021/22 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION (RESO. NO. 2021-XX)

RECOMMENDED ACTION

1. Adopt Resolution No. 2021-XX – To establish a Citywide Pavement Rehabilitation and Preservation project list for submission to the California Transportation Commission for Fiscal Year 2021/22 Senate Bill (SB) 1 funding; and
2. Authorize the Public Works Director/City Engineer to make any minor adjustments to the limits of work and minor modifications to the project list, as necessary.

SUMMARY

Roadway maintenance remains a top priority for the City Council. This report is for adoption of a Resolution approving a list of street segments for pavement rehabilitation for submission to the California Transportation Commission (CTC) to receive funding from the Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 for Fiscal Year 2021/22.

DISCUSSION

On April 28, 2017, the Governor signed SB 1 to address basic road maintenance, rehabilitation, and critical safety needs on state highways as well as local streets and roads. Funds are generated via fuel excise taxes and vehicle registration fees and a portion are allocated by formula to eligible cities and counties for basic road maintenance, rehabilitation, and critical safety projects.

Prior to receiving the annual allocation of the formula-based SB1 funds, local agencies must submit a project list to the CTC prior to July 1, 2021. The project list must include a description and the location of each street segment, a proposed schedule for project completion, and the estimated useful life of the improvements. The project list does not limit the flexibility of an eligible city to fund projects in accordance with local needs and priorities so long as the projects are consistent with SB 1 funding priorities.

In addition to submitting a proposed list of projects to the CTC for approval, to remain eligible for SB1 funds, local agencies are required to:

- Submit annual documentation regarding completed projects
- File an annual report of expenditures for street or road purposes with the State Controller's Office
- Sustain a Maintenance of Effort (MOE)
- By July 1, 2023, follow guidelines developed by the California Workforce Development Board that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs

The City is scheduled to receive an estimated \$4.07 million in SB 1 funding in Fiscal Year 2021/22 for the nearly \$600 million pavement infrastructure. Currently, there is roughly \$100 million of critical deferred maintenance needs, and \$250 million overall, for the 505 centerline-miles of streets within the City's 51 square mile boundary.

The street segments selected are from the updated Pavement Management Plan (PMP) Five-Year Look-Ahead approved by Council on January 19, 2021. All PMP FY 2021/22 street segments not eligible for Community Development Block Grant funding have been identified for SB1 funding. Furthermore, in order to be prepared to maximize the available budget, additional street segments from the PMP FY 2022/23 and the PMP FY 2023/24 lists have been included but may not be constructed dependent upon bids received.

For the proposed segments, staff is also recommending that the City Council authorize the Public Works Director/City Engineer to make minor modifications to the limits of work on individual street segments to accommodate any changes in private property development of other conflicting Capital Improvement Plan projects that may arise prior to bidding the project for construction. Additionally, staff recommends authorizing the Public Works Director/City Engineer to make minor modifications to comply with any changes in the CTC procedures or forms to avoid delays.

Consistent with the approved *Momentum MoVal* Strategic Plan, staff is taking proactive steps to create an ongoing annual pavement preservation program with similar level of efforts in roadway maintenance.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. *This*

alternative will allow timely project list submittal for SB 1 for Fiscal Year 2021/22 funding and commence of citywide street pavement rehabilitation project.

2. Do not approve the recommended actions as presented in this staff report and provide alternate direction to staff. *This alternative may jeopardize receiving of SB 1 funding for Fiscal Year 2021/22 and delay use of State funding to meet the Council's priority to enhance the condition of City's roadways.*

FISCAL IMPACT

There is no fiscal impact for the recommended action items.

NOTIFICATION

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the areas affected by the pavement rehabilitation will be notified in a timely manner prior to the start of construction work.

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

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

Concurred By:
Henry Ngo, P.E.
Capital Projects Division Principal 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. FY 21.22 SB 1 Project List Resolution

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/25/21 12:15 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 9:48 AM

RESOLUTION NO. 2021-XX

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021/22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$4.07 million in RMRA funding in Fiscal Year 2021/22 from SB 1; and

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into our community's transportation priorities, capital improvement needs, and the project list; and

WHEREAS, the City used several key criteria and a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 68 street segments throughout the City this year and secure the implementation of similar

Attachment: FY 21.22 SB 1 Project List Resolution (4376 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL

needed projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in an “at-risk” condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City, State of California, as follows:

1. The foregoing recitals are true and correct.
2. Exhibit A is the list of newly proposed projects that will be funded in-part or solely with Fiscal Year 2021/22 Road Maintenance and Rehabilitation Account revenues.
3. Exhibit B is the relisting of FY 2020/21 projects that have not been completed yet. The City is reaffirming to the public and the State our intent to fund these projects in-part or solely with Fiscal Year 2020/21 Road Maintenance and Rehabilitation Account revenues.

APPROVED AND ADOPTED this 4th day of May, 2021.

Dr. Yxstian A. Gutierrez
 Mayor
 City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steve Quintanilla, Interim City Attorney

Attachment: FY 21.22 SB 1 Project List Resolution (4376 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL

RESOLUTION 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 Resolution No 2021-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4th day of May, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

PAT JACQUEZ-NARES, CITY CLERK

(SEAL)

Attachment: FY 21.22 SB 1 Project List Resolution (4376 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL

EXHIBIT A

CITY OF MORENO VALLEY FISCAL YEAR 2021/2022 PROJECT LIST									
No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
<i>Arterial and Collector Streets</i>									
1	Bay Avenue	Perris Bl	Lasselle St	15	5,000	Pavement Surface Replacement	\$330,000	12/30/2022	10+ Years
2	Locust Avenue	Moreno Beach Dr	Redlands Bl	25	3,000	Pavement Surface Replacement	\$300,000	12/30/2022	10+ Years
3	Delphinium Avenue	Heacock St	Indian St	26	4,000	Pavement Surface Replacement	\$255,000	12/30/2022	10+ Years
4	Ironwood Avenue	Redlands Bl	W. L. C. Pkwy	28	2,500	Pavement Surface Replacement	\$320,000	12/30/2022	10+ Years
5	Kitching Street	Cottonwood Av	Alessandro Bl	35	9,900	Pavement Surface Replacement	\$370,000	12/30/2022	10+ Years
6	John F. Kennedy Drive	Sevilla Ct	Cactus Av	40	8,000	Pavement Surface Replacement	\$198,000	12/30/2022	10+ Years
7	Redlands Boulevard	Locust Av	City Limit	45	14,600	Pavement Surface Replacement	\$147,000	12/30/2022	10+ Years
8	Moreno Beach Drive	Alessandro Bl	Cactus Av	55	8,400	Local Repairs/ Slurry Seal	\$100,000	12/30/2022	5-10 Years
9	Nason Street	Ironwood Av	SR-60	56	19,900	Local Repairs/ Slurry Seal	\$150,000	12/30/2022	5-10 Years
10	Alessandro Boulevard	Day St	Elsworth St	59	29,500	Local Repairs/ Slurry Seal	\$150,000	12/30/2022	5-10 Years
11	Pigeon Pass Road	Old Lake Dr	Western Ridge Rd	67	21,500	Local Repairs/ Slurry Seal	\$140,000	12/30/2022	5-10 Years
12	Sunnymead Boulevard	Perris Bl	Kitching St	55	14,400	Local Repairs/ Slurry Seal	\$100,000	12/30/2022	5-10 Years
13	Moreno Beach Drive	Cactus Av	John F. Kennedy Dr	57	8,000	Local Repairs/ Slurry Seal	\$180,000	12/30/2022	5-10 Years
14	Sunnymead Ranch Pkwy	Old Lake Dr	Heacock St	54	12,800	Local Repairs/ Slurry Seal	\$120,000	12/30/2022	5-10 Years
<i>Residential Streets</i>									
15	Chippewa Trail	Badger Springs Tr	Davis St	35	n/a	Pavement Surface Replacement	\$48,000	12/30/2022	10+ Years
16	Forstyle Street	Badger Springs Tr	Davis St	52	n/a	Local Repairs/ Slurry Seal	\$30,400	12/30/2022	5-10 Years
17	Royale Street	Badger Springs Tr	Davis St	26	n/a	Pavement Surface Replacement	\$85,400	12/30/2022	10+ Years
18	Davis Street	Manzanita Av	Sandy Glade Ave	35	n/a	Pavement Surface Replacement	\$95,300	12/30/2022	10+ Years
19	Ridgemont Drive	Kalmia Av	North End	61	n/a	Local Repairs/ Slurry Seal	\$13,300	12/30/2022	5-10 Years
20	Kitching Street	Santa Barbara St	Kalmia Av	25	n/a	Pavement Surface Replacement	\$75,000	12/30/2022	10+ Years
21	San Antonio Street	Kitching St	Ridgemont Dr	50	n/a	Local Repairs/ Slurry Seal	\$15,000	12/30/2022	5-10 Years
22	San Ricardo Avenue	Santa Barbara St	San Antonio St	55	n/a	Local Repairs/ Slurry Seal	\$7,700	12/30/2022	5-10 Years
23	San Thomas Street	San Ricardo Av	Ridgemont Dr	54	n/a	Local Repairs/ Slurry Seal	\$10,600	12/30/2022	5-10 Years
24	Santa Barbara Street	Kitching St	East End	56	n/a	Local Repairs/ Slurry Seal	\$12,600	12/30/2022	5-10 Years
25	Biloxi Drive	Pawnee Dr	Mohican Dr	59	n/a	Local Repairs/ Slurry Seal	\$7,500	12/30/2022	5-10 Years
26	Eyota Drive	Oshua Dr	Biloxi Dr	39	n/a	Pavement Surface Replacement	\$47,200	12/30/2022	10+ Years
27	Mohican Drive	Dracaea Av	Biloxi Dr	36	n/a	Pavement Surface Replacement	\$70,000	12/30/2022	10+ Years
28	Oshua Drive	Mohican Dr	Pocono Ct	34	n/a	Pavement Surface Replacement	\$42,300	12/30/2022	10+ Years
29	Pawnee Drive	Biloxi Dr	Oshua Dr	56	n/a	Local Repairs/ Slurry Seal	\$13,700	12/30/2022	5-10 Years
30	Pocono Court	Oshua Dr	North End	56	n/a	Local Repairs/ Slurry Seal	\$6,800	12/30/2022	5-10 Years
31	Teton Court	Pawnee Dr	North End	56	n/a	Local Repairs/ Slurry Seal	\$8,700	12/30/2022	5-10 Years
32	Ute Drive	Lasselle St	Mohican Dr	41	n/a	Local Repairs/ Slurry Seal	\$2,300	12/30/2022	5-10 Years
33	Wichita Way	Pawnee Dr	Eucalyptus Av	56	n/a	Local Repairs/ Slurry Seal	\$13,100	12/30/2022	5-10 Years
34	Calle Familia	Los Estados Ct	Las Rosas Av	40	n/a	Local Repairs/ Slurry Seal	\$5,300	12/30/2022	5-10 Years
35	Camino Grande	Paseo Pacifico	Casa Encantador Rd	50	n/a	Local Repairs/ Slurry Seal	\$5,300	12/30/2022	5-10 Years
36	Casa Encantador Road	Kitching St	Lasselle St	58	n/a	Local Repairs/ Slurry Seal	\$48,200	12/30/2022	5-10 Years

Attachment: FY 21.22 SB 1 Project List Resolution (4376 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL

EXHIBIT A

No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
37	Casa Fantastico Drive	Camino Grande	Paseo Carmel	48	n/a	Local Repairs/ Slurry Seal	\$18,700	12/30/2022	5-10 Years
38	Casa Grande Street	Gentian Av	Rancho Lucero Dr	47	n/a	Local Repairs/ Slurry Seal	\$21,100	12/30/2022	5-10 Years
39	Hugo Road	Gentian Av	Casa Fantastico Dr	73	n/a	Local Repairs/ Slurry Seal	\$2,600	12/30/2022	5-10 Years
40	La Puebla Street	Casa Encantador Rd	Via Carlos Ct	59	n/a	Local Repairs/ Slurry Seal	\$4,100	12/30/2022	5-10 Years
41	Las Rosas Avenue	Calle Familia	Casa Encantador Rd	31	n/a	Pavement Surface Replacement	\$32,300	12/30/2022	10+ Years
42	Los Estados Street	Casa Encantador Rd	Calle Familia	23	n/a	Pavement Surface Replacement	\$33,300	12/30/2022	10+ Years
43	Morongo Court	Rancho Tierra Dr	North End	34	n/a	Pavement Surface Replacement	\$18,800	12/30/2022	10+ Years
44	Normando Court	Paseo Pacifico	North End	50	n/a	Local Repairs/ Slurry Seal	\$4,100	12/30/2022	5-10 Years
45	Paseo Carmel	Casa Fantastico Dr	Casa Encantador Rd	36	n/a	Local Repairs/ Slurry Seal	\$13,200	12/30/2022	5-10 Years
46	Paseo Cortez	Casa Encantador Rd	Rancho Tierra Dr	45	n/a	Local Repairs/ Slurry Seal	\$9,500	12/30/2022	5-10 Years
47	Paseo Pacifico	Paseo Carmel	Camino Grande	53	n/a	Local Repairs/ Slurry Seal	\$16,200	12/30/2022	5-10 Years
48	Rancho Lucero Drive	Via Cortez	Casa Grande St	49	n/a	Local Repairs/ Slurry Seal	\$12,800	12/30/2022	5-10 Years
49	Rancho Tierra Drive	Paseo Cortez	Via Lorca Dr	38	n/a	Local Repairs/ Slurry Seal	\$11,600	12/30/2022	5-10 Years
50	Via Alicia Drive	Via Carlos Ct	Vista Famoso Dr	36	n/a	Local Repairs/ Slurry Seal	\$8,400	12/30/2022	5-10 Years
51	Via Carlos Court	Via Alicia Dr	North End	46	n/a	Local Repairs/ Slurry Seal	\$9,200	12/30/2022	5-10 Years
52	Via Cortez	Casa Encantador Rd	Rancho Lucero Dr	47	n/a	Local Repairs/ Slurry Seal	\$5,900	12/30/2022	5-10 Years
53	Via Lorca Drive	Rancho Tierra Dr	Casa Encantador Rd	45	n/a	Local Repairs/ Slurry Seal	\$4,800	12/30/2022	5-10 Years
54	Vista Famoso Drive	Via Alicia Dr	Casa Encantador Rd	48	n/a	Local Repairs/ Slurry Seal	\$17,100	12/30/2022	5-10 Years
55	Havenwood Road	Morning Dove Wy	Middlebrook Wy	41	n/a	Local Repairs/ Slurry Seal	\$15,300	12/30/2022	5-10 Years
56	Hazelwood Court	Morning Dove Wy	North End	30	n/a	Local Repairs/ Slurry Seal	\$15,400	12/30/2022	5-10 Years
57	Heather Glen Road	Morning Dove Wy	Saddlebrook Ln	75	n/a	Local Repairs/ Slurry Seal	\$17,100	12/30/2022	5-10 Years
58	Kensington Circle	West End	Kensington Pl	48	n/a	Local Repairs/ Slurry Seal	\$5,200	12/30/2022	5-10 Years
59	Kensington Place	Kensington Cr	Morning Dove Wy	47	n/a	Local Repairs/ Slurry Seal	\$11,900	12/30/2022	5-10 Years
60	Logan Berry Court	Saddlebrook Ln	East End	44	n/a	Local Repairs/ Slurry Seal	\$4,000	12/30/2022	5-10 Years
61	Middlebrook Way	Silverbirch Rd	Havenwood Rd	42	n/a	Local Repairs/ Slurry Seal	\$10,900	12/30/2022	5-10 Years
62	Moorland Road	Parkside Ln	Kitching St	37	n/a	Local Repairs/ Slurry Seal	\$14,700	12/30/2022	5-10 Years
63	Morning Dove Way	Silverbirch Rd	Kensington Pl	43	n/a	Local Repairs/ Slurry Seal	\$36,600	12/30/2022	5-10 Years
64	Parkside Lane	Kitching St	Moorland Rd	50	n/a	Local Repairs/ Slurry Seal	\$22,300	12/30/2022	5-10 Years
65	Red Maple Ln	Perris Bl	Saddlebrook Ln	37	n/a	Local Repairs/ Slurry Seal	\$22,300	12/30/2022	5-10 Years
66	Saddlebrook Lane	Krameria Av	Red Maple Ln	34	n/a	Pavement Surface Replacement	\$88,200	12/30/2022	10+ Years
67	Silverbirch Road	Morning Dove Wy	Middlebrook Wy	44	n/a	Local Repairs/ Slurry Seal	\$16,600	12/30/2022	5-10 Years
68	Westerly Way	Middlebrook Wy	Red Maple Ln	60	n/a	Local Repairs/ Slurry Seal	\$4,800	12/30/2022	5-10 Years
						TOTAL	\$4,052,700		

Attachment: FY 21.22 SB 1 Project List Resolution (4376 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL

EXHIBIT B

CITY OF MORENO VALLEY FISCAL YEAR 2020/2021 PROJECT LIST - CARRYOVER

No	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
<i>Arterial and Collector Streets</i>									
1	Alessandro Blvd	Moreno Beach Dr	Redlands Blvd	40	10,000	Pavement Surface Replacement	\$387,000	12/30/2021	10+ Years
2	Alessandro Blvd	Virginia St	Gilman Springs Rd	22	4,500	Pavement Surface Replacement	\$308,000	12/30/2021	10+ Years
3	Alessandro Blvd	Perris Blvd	Flaming Arrow Dr	20	27,000	Pavement Surface Replacement	\$280,000	12/30/2021	10+ Years
4	Indian St	Ironwood Ave	Skyrock Dr	54	5,100	Local Repairs/ Slurry Seal	\$350,000	12/30/2021	5-10 Years
5	John F. Kennedy Dr	Kitching St	Lasselle St	50	11,500	Local Repairs/ Slurry Seal	\$47,000	12/30/2021	5-10 Years
6	Kalmia Ave	Perris Blvd	Lombardy Ln	51	3,500	Local Repairs/ Slurry Seal	\$22,000	12/30/2021	5-10 Years
7	Morton Rd	Box Springs Rd	Penunuri Way	29	2,500	Pavement Surface Replacement	\$192,000	12/30/2021	5-10 Years
8	Lasselle St	Gentian Ave	Iris Ave	50	16,900	Local Repairs/ Slurry Seal	\$51,000	12/30/2021	5-10 Years
9	Cactus Ave	Perris Blvd	Kitching St	45	16,200	Pavement Surface Replacement	\$360,000	12/30/2021	10+ Years
10	Perris Blvd	Alessandro Blvd	Brodiaea Ave	50	26,000	Pavement Surface Replacement	\$260,000	12/30/2021	10+ Years
11	Kalmia Ave	Lombardy Ln	Kitching St	25	3,500	Pavement Surface Replacement	\$129,000	12/30/2021	10+ Years
12	Ironwood Ave	Redlands Blvd	Moreno Beach Dr	28	2,500	Pavement Surface Replacement	\$350,000	12/30/2021	10+ Years
13	Kitching St	Lurin Ave	Plumeria Ln	54	9,700	Local Repairs/ Slurry Seal	\$35,000	12/30/2021	5-10 Years
<i>Residential Streets</i>									
14	Country Gate Rd	Hidden Springs Dr	Mountain View Rd	51	n/a	Local Repairs/ Slurry Seal	\$41,000	12/30/2021	5-10 Years
15	Country Grove Dr	Mountain View Rd	Springdale Dr	72	n/a	Local Repairs/ Slurry Seal	\$54,000	12/30/2021	5-10 Years
16	Crest Brook Dr	Mountain View Rd	East End	40	n/a	Local Repairs/ Slurry Seal	\$8,000	12/30/2021	5-10 Years
17	Crossing Green Cir	West End	East End	40	n/a	Local Repairs/ Slurry Seal	\$16,000	12/30/2021	5-10 Years
18	Glen Rock Cir	Crest Brook Dr	South End	37	n/a	Pavement Surface Replacement	\$23,000	12/30/2021	10+ Years
19	Mountain View Rd	Country Gate Rd	City Limit	65	n/a	Local Repairs/ Slurry Seal	\$75,000	12/30/2021	5-10 Years
20	Springdale Dr	West End	East End	47	n/a	Local Repairs/ Slurry Seal	\$40,000	12/30/2021	5-10 Years
21	Streamwood Cir	Springdale Dr	North End	45	n/a	Local Repairs/ Slurry Seal	\$4,000	12/30/2021	5-10 Years
22	Tributary Dr	Mountain View Rd	Country Gate Rd	58	n/a	Local Repairs/ Slurry Seal	\$9,000	12/30/2021	5-10 Years
23	Jimson Pl	West End	Joshua Tree Ave	80	n/a	Local Repairs/ Slurry Seal	\$7,000	12/30/2021	5-10 Years
24	Joshua Tree Ave	Delphinium Ave	Cactus Ave	33	n/a	Pavement Surface Replacement	\$75,000	12/30/2021	10+ Years
25	Silverwood Ln	West End	Joshua Tree Ave	80	n/a	Local Repairs/ Slurry Seal	\$7,000	12/30/2021	5-10 Years
26	Love Ct	West End	Joshua Tree Ave	20	n/a	Pavement Surface Replacement	\$20,000	12/30/2021	10+ Years
27	Granville St	War Cloud Dr	Seattle Slew Dr	61	n/a	Local Repairs/ Slurry Seal	\$13,000	12/30/2021	5-10 Years
28	Graylag Cir	West End	Seattle Slew Dr	66	n/a	Local Repairs/ Slurry Seal	\$5,000	12/30/2021	5-10 Years
29	Hargis Creek Pl	Pebble Creek Way	Slate Creek Dr	79	n/a	Local Repairs/ Slurry Seal	\$5,000	12/30/2021	5-10 Years
30	Harker Circle	Harker Ln	North End	77	n/a	Local Repairs/ Slurry Seal	\$3,000	12/30/2021	5-10 Years
31	Harker Ln	Saddlebrook Ln	Majestic Prince Way	68	n/a	Local Repairs/ Slurry Seal	\$19,000	12/30/2021	5-10 Years
32	Majestic Prince Way	Harker Ln	War Cloud Dr	59	n/a	Local Repairs/ Slurry Seal	\$11,000	12/30/2021	5-10 Years
33	Northern Dancer Dr	War Cloud Dr	Perris Blvd	61	n/a	Local Repairs/ Slurry Seal	\$3,000	12/30/2021	5-10 Years
34	Omaha Dr	Sir Barton Way	Saddlebrook Ln	76	n/a	Local Repairs/ Slurry Seal	\$13,000	12/30/2021	5-10 Years
35	Pebble Creek Way	West End	Saddlebrook Ln	55	n/a	Local Repairs/ Slurry Seal	\$20,000	12/30/2021	5-10 Years

Attachment: FY 21.22 SB 1 Project List Resolution (4376 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL

EXHIBIT B

No	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
36	Seattle Slew Dr	Omaha Dr	Krameria Ave	77	n/a	Local Repairs/ Slurry Seal	\$13,000	12/30/2021	5-10 Years
37	Secretariat Dr	Harker Ln	North End	69	n/a	Local Repairs/ Slurry Seal	\$15,000	12/30/2021	5-10 Years
38	Sir Barton Way	Secretariat Dr	Granville St	67	n/a	Local Repairs/ Slurry Seal	\$24,000	12/30/2021	5-10 Years
39	Slate Creek Dr	Perris Blvd	East End	70	n/a	Local Repairs/ Slurry Seal	\$20,000	12/30/2021	5-10 Years
40	War Cloud Dr	Secretariat Dr	Granville St	60	n/a	Local Repairs/ Slurry Seal	\$33,000	12/30/2021	5-10 Years
41	Whirlaway Cir	Omaha Dr	South End	68	n/a	Local Repairs/ Slurry Seal	\$4,000	12/30/2021	5-10 Years
42	Cougar Canyon Rd	Pigeon Pass Rd	East End	24	n/a	Local Repairs/ Slurry Seal	\$11,000	12/30/2021	5-10 Years
43	Lone Star Rd	Cougar Canyon Rd	Saddle Ridge Rd	57	n/a	Local Repairs/ Slurry Seal	\$32,000	12/30/2021	5-10 Years
44	Outlaw Way	Ranger St	North End	44	n/a	Local Repairs/ Slurry Seal	\$6,000	12/30/2021	5-10 Years
45	Pioneer Ridge Rd	Saddle Ridge Rd	Western Ridge Rd	45	n/a	Local Repairs/ Slurry Seal	\$29,000	12/30/2021	5-10 Years
46	Ranger St	Saddle Ridge Rd	Pioneer Ridge Rd	55	n/a	Local Repairs/ Slurry Seal	\$21,000	12/30/2021	5-10 Years
47	Saddle Ridge Rd	Western Ridge Rd	Pioneer Ridge Rd	62	n/a	Local Repairs/ Slurry Seal	\$42,000	12/30/2021	5-10 Years
						TOTAL	\$3,492,000		

Attachment: FY 21.22 SB 1 Project List Resolution (4376 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL



Report to City Council

TO:

FROM: Michael L. Wolfe P.E., Assistant City Manager

AGENDA DATE: May 4, 2021

TITLE: PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT CREDIT AGREEMENT #D21-002 FOR HIGHLAND FAIRVIEW CORPORATE PARK, PHASE II, LOCATED AT THE NORTHEAST CORNER OF EUCALYPTUS AVENUE AND REDLANDS BOULEVARD. DEVELOPER: HF LOGISTICS SKX-T2, LLC

RECOMMENDED ACTION

Recommendations:

1. Accept and approve the Development Impact Fees Improvement Credit Agreement #D21-002 (DIF Agreement) for PEN18-0254 improvements.
2. Authorize the City Manager to execute the DIF Agreement.

SUMMARY

As part of the project conditions of approval, HF Logistics SKX-T2, LLC (Developer) is constructing required Development Impact Fee (DIF) related public improvements. Section 3.42.110 of the City's Municipal Code allows the Developer to receive a credit for qualifying public improvements made to designated arterial street(s). Eucalyptus Avenue is a designated street in the City's DIF Nexus Study. The Developer's maximum credit amount is based on the lower of the DIF Nexus Study Costs, the Engineer's Cost Estimate, and the DIF Fee Obligation.

DISCUSSION

The Developer is approved to construct an approximately 777,000 square foot logistics warehouse building on 36.3 acres located at the northeast corner of Redlands Boulevard and Eucalyptus Avenue (See Attachment 1). The City's Municipal Code, Chapter 3.42, "Commercial and Industrial Development Impact Fees" requires the

Developer to pay DIF. The DIF covers the Developer's fair share of the costs to construct improvements that help mitigate the traffic impacts and burdens generated by the project on the City's network of arterial streets and traffic signals.

As part of the project conditions of approval, the Developer has almost completed the construction of required DIF-related public improvements. Section 3.42.110 of the City's Municipal Code allows the Developer to receive a credit for qualifying public improvements made to the designated arterial street(s). Eucalyptus Avenue is a designated street in the City's DIF Nexus Study and the developer of project PEN18-0254 is constructing public improvements on the street.

The Developer is eligible to receive DIF Credit for specific improvements identified in the DIF Nexus Study. Qualifying DIF improvements include roadway excavation, pavement, base, curb and gutter, striping, and traffic control.

Per the DIF Agreement, the initial credit is the least of the DIF Nexus Study Costs, Engineer's Cost Estimate, and DIF Fee Obligation. Refer to Exhibit "C" – DIF Credit Calculation Table of the DIF Agreement (See Attachment 2). The maximum DIF Credit for this project is \$164,485.91 for the Arterial Street component of the DIF.

ALTERNATIVES

1. Approve and accept the recommended actions as presented in this staff report. *Staff recommends this alternative to help achieve the construction goals as identified within the DIF Nexus Study.*
2. Do not approve and do not accept the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it would result in not achieving the construction goals as identified within the DIF Nexus Study.*

FISCAL IMPACT

There is no fiscal impact to the General Fund.

NOTIFICATION

Publication of agenda.

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

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

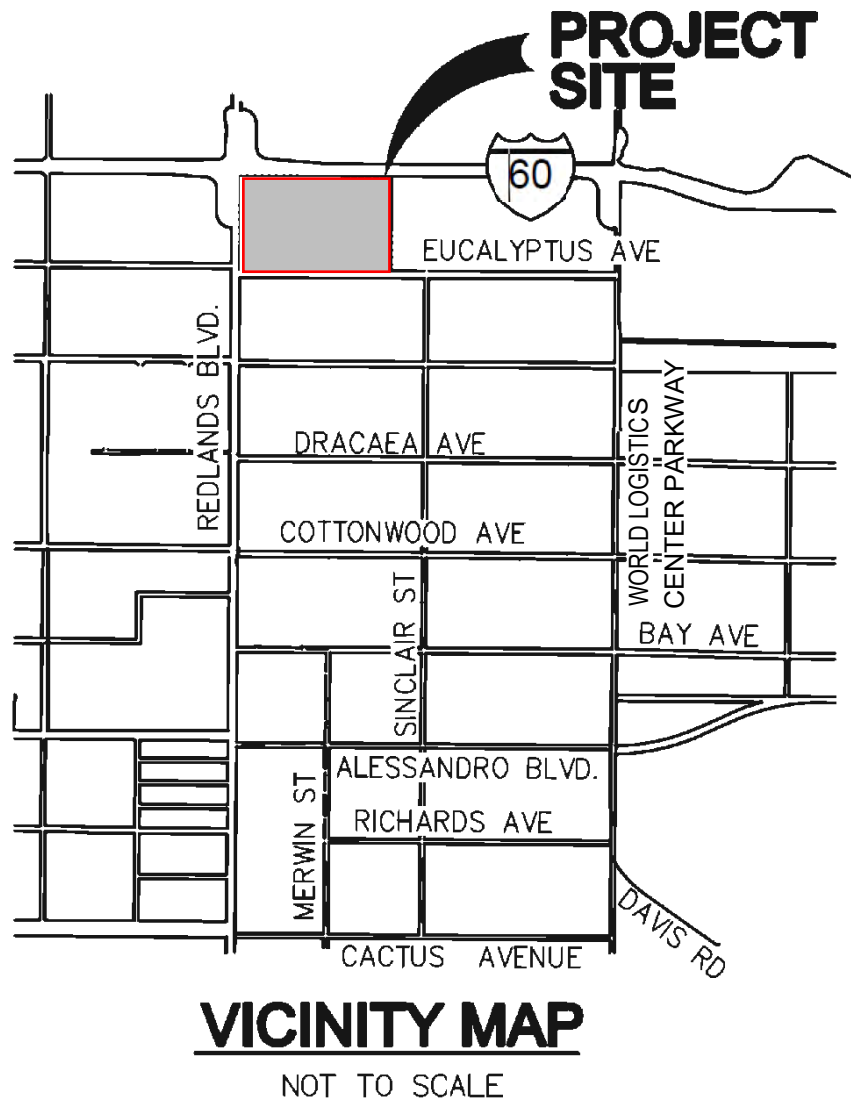
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map - PEN18-0254
- 2. DIF Credit Agreement #D21-002

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/25/21 12:05 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 10:00 AM



CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN18-0254

Attachment: Vicinity Map - PEN18-0254 [Revision 1] (4383 : PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT CREDIT

**DEVELOPMENT IMPACT FEES
IMPROVEMENT CREDIT AGREEMENT**

NUMBER D21-002

PEN18-0254

776,672 SF, One Building

29050 Eucalyptus Avenue (APNs 488-350-031 and 488-350-055)

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

RECITALS

WHEREAS, Developer and City have entered into an Agreement for Public Improvements (attached hereto as Exhibit "A"), dated September 22, 2020, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development

Impact Fees” requires Developer to pay the DIF for projects identified in the most recently adopted DIF study (hereinafter referred to as “DIF Obligation”) which covers the Project’s fair share of the costs to construct improvements that help mitigate the impacts and burdens on the City’s local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City’s DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit “B” attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

1.0 General Provisions.

1.1 Incorporation of Recitals. The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

1.2 Incorporation of the Agreement for Public Improvements. The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

2.0 DIF Obligation.

2.1 Developer's DIF Obligation. Developer hereby agrees and accepts that, as of March 9, 2021, the Developer is obligated to pay DIF for the Project to City in the amount of Eight Hundred Eighteen Thousand Two Hundred Thirty-One and Thirty-Nine Cents (\$818,231.39) (hereinbefore and hereinafter referred to as the "DIF Obligation").

2.2 Effect of Agreement. Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the

City of Moreno Valley Municipal Code Chapter 3.38 “Residential Development Impact Fees,” or Chapter 3.42 “Commercial and Industrial Development Impact Fees,” and that this Agreement does not alter, limit, increase or reduce the obligations under those code sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

3.0 DIF Credit Limitations.

3.1 Calculation of DIF Credit. Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 “Credit for Improvements Provided by Developers” (residential), or 3.42.110 “Credit for Improvements Provided by Developers” (commercial and industrial), and in accordance with the City’s Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the “Credit and Reimbursement Policy”) and in consideration of Developer’s obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

3.2 Effect of Agreement. Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.

4.0 DIF Credit.

4.1 Maximum DIF Credit. City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

4.2 DIF Credit Offset to DIF Obligation. The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

4.3 Submittal Timeframe. The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The City Engineer shall take into consideration, but shall not be bound by, any such documentation submitted by the Developer in formulating the Engineer's Estimate. All

such documentation shall be submitted by the Developer to the City Engineer no later than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

4.4 DIF Credit Calculation (*completed by City*).

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit "C" "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

4.5 Reconciliation - Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer may be eligible for a Reimbursement Agreement, to the extent applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility.

To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

5.0 No Interest. Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

6.0 Term of Agreement. For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

7.0 General.

7.1 Assignment. Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of

the non-assigning Party, which consent shall not be unreasonably withheld. All assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

7.2 Amendment. This Agreement may only be amended in writing signed by the Parties.

7.3 Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

7.4 Notices. Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City: City Engineer
City of Moreno Valley
Post Office Box 88005
Moreno Valley, California 92552-0805

Developer: HF LOGISTICS SKX-T2, LLC
14225 Corporate Way
Moreno Valley, CA 92553

Attachment: DIF Credit Agreement #D21-002 [Revision 1] (4383 : PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT

7.5 Entire Agreement. This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

(SIGNATURE PAGE TO FOLLOW)


IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,
a California municipal corporation

HF LOGISTICS SKX-T2, LLC

(Name of Developer)
a Limited Liability Corporation
(legal capacity of Developer)

By: _____
City Manager

By:  _____
President

Its: _____

Its: _____

Date: _____

Date: 4-13-2021

ATTEST: _____
City Clerk

By: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

SIGNING INSTRUCTION TO THE DEVELOPER:

All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

Attachment: DIF Credit Agreement #D21-002 [Revision 1] (4383 : PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT

ACKNOWLEDGMENT

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 Riverside)

On April 13, 2021 before me, Mitzi Turner, Notary Public
(insert name and title of the officer)

personally appeared Iddo Benzeevi
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 Mitzi Turner (Seal)



Attachment: DIF Credit Agreement #D21-002 [Revision 1] (4383 : PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT

**DEVELOPMENT IMPACT FEES
IMPROVEMENT CREDIT AGREEMENT, NO. D21-001
PEN18-0254, 776,672 SF, One Building**

EXHIBIT "A"

**PUBLIC IMPROVEMENT AGREEMENT
WITH BONDS**

(ATTACHED BEHIND THIS PAGE)

EXHIBIT "A"

Revised 092508

Attachment: DIF Credit Agreement #D21-002 [Revision 1] (4383 : PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PEN18-0254**

This Agreement made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **HF Logistics SKX-T2, LLC**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PEN18-0254** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **FIVE MILLION TWO HUNDRED FORTY-SEVEN THOUSAND AND NO/100** Dollars (*****\$5,247,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **TWO MILLION SIX HUNDRED TWENTY-FOUR THOUSAND AND NO/100** Dollars (*****\$2,624,000.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Upon entering the warranty period, the City shall retain ten percent of the original faithful performance security. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney.

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is

Attachment: DIF Credit Agreement #D21-002 [Revision 1] (4383 : PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT

**AGREEMENT FOR PROJECT NO. PEN18-0254
PUBLIC IMPROVEMENTS**

Page 2 of 5

necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at any time during the term of this agreement, subject to approval by the City Engineer and City Attorney.

THIRD: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: To the furthest extent allowed by law, including California Civil Code Section 2782, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees and agents from any and all claims, losses, liabilities, 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/or property damage) incurred by City or any other Person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this Agreement, including but not limited to the alleged acts or omissions of any contractor, subcontractor, employee or agent acting on behalf of Developer or the design of any improvements to be constructed pursuant to this Agreement or the use of any patent or patented article in the performance of this Agreement.

Developer's obligations to indemnify and hold City harmless shall apply in all instances except those claims caused by the active negligence, sole negligence, or willful misconduct of City or any of its officers, officials, employees or agents. Developer's obligations to defend the City and provide a legal defense (including the retention of attorneys acceptable to City and all legal costs and expenses) shall apply in all instances, except those claims arising out of the sole negligence or the willful misconduct of City or any of its officers, officials, employees or agents.

If Developer retains any contractor or subcontractor to perform any of the Work to be performed under this Agreement, Developer shall require each contractor or subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

Developer's obligations under this section shall survive the completion of any work to be performed by Developer, the City's inspection and/or acceptance of any work performed by Developer, as well as the termination or expiration of this Agreement.

Developer's provision of insurance, as required below, does not terminate, alter, limit or satisfy Developer's defense and indemnity obligations provided for herein.

FIFTH: Throughout the life of the Agreement, Developer shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company (ies) either (i) 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 (ii) as authorized by the City Manager or his/her designee. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with

Attachment: DIF Credit Agreement #D21-002 [Revision 1] (4383 : PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT

**AGREEMENT FOR PROJECT NO. PEN18-0254
PUBLIC IMPROVEMENTS**

Page 3 of 5

coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of not less than \$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 and \$2,000,000 general aggregate.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage. Commercial Automobile Liability coverage is required if automobiles are to be operated on city-owned property or within City right-of-way.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

Developer shall be responsible for payment of any deductibles or self-insured retentions contained in any insurance policies required hereunder.

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 thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, Developer shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy(ies) is due to expire before the completion of the work, Developer shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and endorsed to name the City and its officers, officials, employees and agents as additional insured's. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees and agents. Developer shall furnish City with the certificate(s) and applicable endorsements for all required insurance fourteen (14) days prior to the start of work. NOTE: A Certificate of Insurance is not acceptable. The Certificate of Insurance must be accompanied by the additional insured and primary insurance endorsements.

If Developer retains any contractor or subcontractor to perform any of the Work to be performed under this Agreement, Developer shall require each contractor or subcontractor to provide insurance protection in favor of City, its officers, officials, employees and agents in accordance with the terms of the Agreement. Any contractor or subcontractor performing work on behalf of Developer shall likewise be required to name City its officers, officials, employees and agents as additional insured's as required herein. Developer shall obtain certificates and endorsements from such contractors or subcontractors before the commencement of any work.

At any time during the Agreement, upon request of City, Developer 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.

If at any time Developer fails to maintain the required insurance in full force and effect, all work permitted thereunder shall be discontinued immediately 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 by Developer to provide or maintain the required insurance shall be considered a material breach of the Agreement.

**AGREEMENT FOR PROJECT NO. PEN18-0254
PUBLIC IMPROVEMENTS**

Page 4 of 5

The fact that insurance is obtained by Developer shall not be deemed to release or diminish its liability, including but not limited to, liability under the indemnity provisions on this Agreement. Developer's duty to defend and indemnify City shall apply to all claims and liabilities, regardless of whether any insurance policies are applicable. The policy limits stated herein do not act as a limitation upon the amount of indemnification required to be provided by Developer.

SIXTH The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

SEVENTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

EIGHTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

NINTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

ELEVENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

TWELFTH: In the event legal action is required to enforce the terms of the Agreement, the prevailing party shall be entitled to recover attorney's fees and costs, including expert fees.

**AGREEMENT FOR PROJECT NO. PEN18-0254
PUBLIC IMPROVEMENTS**

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick Street
Moreno Valley, CA 92552-0805

Developer:
HF Logistics SKX-T2, LLC
14225 Corporate Way
Moreno Valley, CA 92553

IN WITNESS WHEREOF Developer has affixed his name and address.

Date approved by the City: 9/22/2020

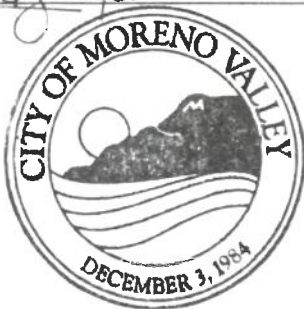
HF Logistics SKX-T2, LLC:
Developer

By: [Signature]
Signature
Iddo Benzevi
Print/Type Name
President
Title

By: [Signature]
Signature
Patrick Revue
Print/Type Name
ASSISTANT SECRETARY
Title

**ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY**

By: [Signature]
City Clerk
(SEAL)



CITY OF MORENO VALLEY

By: [Signature]
City Engineer

**APPROVED AS TO FORM:
CITY ATTORNEY**

Date: 09/01/2020
By: [Signature]
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

Attachment: DIF Credit Agreement #D21-002 [Revision 1] (4383 : PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT

ACKNOWLEDGMENT

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 Riverside

On August 14, 2020 before me, Mitzi Turner, Notary Public
(insert name and title of the officer)

personally appeared Ido Benzevi
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 Mitzi Turner (Seal)



Attachment: DIF Credit Agreement #D21-002 [Revision 1] (4383 : PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Riverside)

On August 17, 2020 before me, Mitzi Turner, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick Revere
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Mitzi Turner
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement For Improvement

Document Date: No Date Number of Pages: two

Signer(s) Other Than Named Above: Ido Benzevi

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Revere

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CITY OF MORENO VALLEY
LAND DEVELOPMENT DIVISION

JL 08-12-20

PROJECT: PEN18-0254 MAP / LOT: PARCELS 2 AND 3 OF PM 35629 DATE: 7/16/2020

IMPROVEMENT TYPE		SUBTOTALS
STREET PAVEMENT SECTIONS	(Sheet 2 of 13)	\$1,135,000
OFF-SITE STREET IMPROVEMENTS	(Sheet 3 of 13)	\$1,244,000
BONDABLE STREET WORK ONLY	(Sheet 4 of 13)	\$156,000
MONUMENTS	(Sheet 4 of 13)	\$0
SPECIAL DISTRICTS	(Sheet 4 of 13)	\$648,000
MORENO VALLEY UTILITIES	(Sheet 4 of 13)	\$830,000
TRANSPORTATION IMPROVEMENTS	(Sheet 5 of 13)	\$60,000
TRAFFIC SIGNAL IMPROVEMENTS	(Sheet 5 of 13)	\$84,000
STORM DRAIN IMPROVEMENTS (City Maintained)	(Sheet 6-7 of 13)	\$209,000
STORM DRAIN IMPROVEMENTS (RCFC Maintained)	(Sheet 8-9 of 13)	\$0
PUBLIC WATER IMPROVEMENTS	(Sheet 12 of 13)	\$6,000
PUBLIC SEWER IMPROVEMENTS	(Sheet 13 of 13)	\$0

TOTAL COST (VALUE) OF IMPROVEMENTS = \$4,372,000
 +20% CONTINGENCY = \$874,400
GRAND TOTAL = \$5,246,400

FAITHFUL PERFORMANCE SECURITY AMOUNT = \$5,247,000

LABOR & MATERIAL SECURITY AMOUNT = \$2,624,000

* The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvements.

ENGINEER OF RECORD STATEMENT OF ESTIMATE WORKSHEET

The construction items and their quantities as shown on the attached worksheet are accurate for the construction of the improvements required or implied to fulfill the Conditions of Approval for this project. The mathematical extensions, using the City of Moreno Valley's Unit Prices, are accurate for determining Bond Amounts and Fees.



Craig A. Hause, P.E.

Proactive Engineering Consultants, Inc.

Prepared By

July 16, 2020

Date Prepared

* * * PLEASE READ INSTRUCTIONS BELOW * * *

- Quantities to be taken from and match exactly to the improvement plans.
- Bond Amounts are shown to the nearest \$1,000.00 (Rounded Up)
- For construction items not covered by this worksheet, the Engineer of Record is to provide his opinion of construction cost and use that unit cost. If City of Moreno Valley Unit Prices are determined to be too low in the opinion of the Engineer of Record, the higher cost as provided by the Engineer of Record should be used.

EXHIBIT "A"
ENGINEER'S ESTIMATE (PUBLIC IMPROVEMENTS)

FARCELS 2 AND 3
OF PM 35529

AVG 08-12-20

PROJECT: PEN18-025

MAP/LOT:

DATE: 7-16-2020

STREET PAVEMENT SECTIONS

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
Enter the pavement section per street (if possible)				
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	1.00 Thickness (ft.)			
<i>Eucalyptus Avenue</i>	169,233.00 S.F.	12,269 Ton	\$50.00	\$ 613,450
Asphalt Concrete (A.C.)	0.50 Thickness (ft.)			
	169,233.00 S.F.	6,134 Ton	\$85.00	\$ 521,390
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
Roadway Excavation		C.Y.	\$30.00	\$
Aggregate Base (A.B.) Class II	Thickness (ft.)			
	S.F.	0 Ton	\$50.00	\$
Asphalt Concrete (A.C.)	Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$
SUBTOTAL =				\$ 1,134,840

EXHIBIT "A"
ENGINEER'S ESTIMATE (PUBLIC IMPROVEMENTS)

Arj 08-12-20

PROJECT: PEN18-0254

MAP/LOT: _____

PARCELS 2 AND 3
 OF PM 35629

DATE: 7/16/2020

OFF-SITE STREET IMPROVEMENTS (Continued)

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
BONDABLE STREET WORK ONLY (Inspected Only, not Plan Checked)				
Monuments (per MVS1-170 Series)		E A	\$300.00	\$ -
Underground of Utilities (per MVS1-180 thru 183 Series)	750	L. F.	\$207.00	\$ 155,250.00
Cluster Mail Boxes (per MVS1-117B)		E A	\$4,500.00	\$ -
Relocate Mailbox		E A	\$350.00	\$ -
Relocate Cluster Mailbox		E A	\$1,200.00	\$ -
Street Tree		E A	\$300.00	\$ -
Street Tree Removal (6" Dia. or Larger)		E A	\$500.00	\$ -
Relocate Street Tree		E A	\$2,500.00	\$ -
SUBTOTAL =				\$ 155,250.00
SPECIAL DISTRICTS (per MVL1-500A thru 582 Series)				
Landscaping & Irrigation - Medians / Parkways / Open Space	90,000	S. F.	\$6.00	\$ 540,000.00
STREET LIGHTS				
100w HPSV or Equivalent [9,500 Lumens] (per MVL1-400A)		E A	\$8,500.00	\$ -
200w HPSV or Equivalent [22,000 Lumens] (per MVL1-400B)	18	E A	\$6,000.00	\$ 108,000.00
250w HPSV or Equivalent		E A	\$6,000.00	\$ -
100w LED or Equivalent		E A	\$5,000.00	\$ -
145w LED or Equivalent		E A	\$5,000.00	\$ -
STREET LIGHT SUBTOTAL =				\$ 108,000.00
MORENO VALLEY UTILITIES (M.V.U.) - please contact MVU to complete this section.				
Structures	33	E A	\$7,582.00	\$ 250,206.00
Transformers	5	E A	\$17,700.00	\$ 88,500.00
Meters	11	E A	\$1,881.00	\$ 20,691.00
Cable	7,085	L. F.	\$24.00	\$ 170,040.00
Conduit	14,622	L. F.	\$16.43	\$ 240,239.46
Bollards	15	EA	\$750.00	\$ 11,250.00
Extend 2-1.5" conduits 10'	1	EA	\$500.00	\$ 500.00
Install 2-5" and 1-4" conduit 180'	1	EA	\$8,000.00	\$ 8,000.00
Install 1-1.5" conduit 115'	1	EA	\$1,000.00	\$ 1,000.00
Relocate Street Light (9)	1	EA	\$39,500.00	\$ 39,500.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
M.V.U. SUBTOTAL =				\$ 829,926.46

EXHIBIT "A"
ENGINEER'S ESTIMATE (PUBLIC IMPROVEMENTS)

PARCELS 2 AND 3
 OF PM 35629

JW 08.12.20

PROJECT: PEN18-0254

MAP/LOT:

DATE: 7/16/2020

STORM DRAIN IMPROVEMENTS [City Maintained]

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPES				
24" Reinforced Concrete (R.C.P.) Pipe	369	L. F.	\$160.00	\$ 59,040.00
30" Reinforced Concrete (R.C.P.) Pipe	14	L. F.	\$180.00	\$ 2,520.00
36" Reinforced Concrete (R.C.P.) Pipe	101	L. F.	\$190.00	\$ 19,190.00
39" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$200.00	\$ -
42" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$210.00	\$ -
48" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$250.00	\$ -
54" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$300.00	\$ -
60" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$350.00	\$ -
66" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$375.00	\$ -
72" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$414.00	\$ -
78" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$459.00	\$ -
84" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$505.00	\$ -
90" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$557.00	\$ -
96" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$613.00	\$ -
102" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$671.00	\$ -
108" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$724.00	\$ -
114" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$785.00	\$ -
4" PVC Schedule 40		L. F.	\$25.00	\$ -
4" PVC Schedule 80		L. F.	\$30.00	\$ -
6" PVC Schedule 40		L. F.	\$30.00	\$ -
6" PVC Schedule 80	1,632	L. F.	\$35.00	\$ 57,120.00
8" PVC Schedule 40		L. F.	\$40.00	\$ -
8" PVC Schedule 80		L. F.	\$48.00	\$ -
Reinforced Concrete Structure		L. F.	\$530.00	\$ -
8' x 10' Reinforced Concrete Box (R.C.B.)		L. F.	\$1,200.00	\$ -
8' x 12' Reinforced Concrete Box (R.C.B.)		L. F.	\$1,400.00	\$ -
2 - 4' x 3' Reinforced Concrete Box (R.C.B.)		L. F.	\$600.00	\$ -
3 - 4' x 2' Reinforced Concrete Box (R.C.B.)		L. F.	\$461.00	\$ -
2 - 72" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$840.00	\$ -
Remove Existing Pipe	245	L. F.	\$50.00	\$ 12,250.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
MANHOLES				
Manhole No. 1 [per MVFE-320/321 Series / RCFC MH251 - pipes 33" or smaller]	2	EA	\$5,300.00	\$ 10,600.00
Manhole No. 2 [per MVFE-320/321 Series / RCFC MH252 - pipes 36" or larger]		EA	\$6,700.00	\$ -
Manhole No. 3 [per MVFE-320/321 Series / RCFC MH253 - all R.C.B.'s]		EA	\$5,300.00	\$ -
Manhole No. 4 [per MVFE-320/321 Series / RCFC MH254 - pipes 36" or larger w/ side inlet]		EA	\$6,700.00	\$ -
Adjust Manhole (MH) to Grade	12	EA	\$460.00	\$ 5,520.00
			\$0.00	\$ -
			\$0.00	\$ -
CATCH BASINS				
Catch Basin (7') [per MVFE-300 Series]	1	EA	\$5,500.00	\$ 5,500.00
Catch Basin (10') [per MVFE-300 Series]		EA	\$6,000.00	\$ -
Catch Basin (14') [per MVFE-300 Series]		EA	\$8,000.00	\$ -
Catch Basin (21') [per MVFE-300 Series]		EA	\$12,500.00	\$ -
Catch Basin (28') [per MVFE-300 Series]		EA	\$16,000.00	\$ -
Local Depression [per MVFE-300A or APWA Std 313]	1	EA	\$535.00	\$ 535.00
18" x 18" Grated Basin		EA	\$2,100.00	\$ -
24" x 24" Grated Basin		EA	\$2,500.00	\$ -
Grated Catch Basin		EA	\$6,000.00	\$ -
6" Wide Strip Basin		EA	\$3,000.00	\$ -
Remove / Relocate Existing Catch Basin	3	EA	\$5,000.00	\$ 15,000.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
DRAINS				
Terrace Drain		S. F.	\$10.00	\$ -
Down Drain		S. F.	\$10.00	\$ -
Parkway Culvert (per MVSI-150A)		EA	\$3,500.00	\$ -
Sidewalk Outlet (per MVSI-151A)		EA	\$1,400.00	\$ -
Curb Drain (per MVSI-152)		EA	\$300.00	\$ -
Concrete "V" Ditch	332	S. F.	\$10.00	\$ 3,320.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

EXHIBIT "B"
DIF IMPROVEMENTS

EXHIBIT "B"

ENGINEER'S ESTIMATE WORKSHEET
(PUBLIC IMPROVEMENTS)

CITY OF MORENO VALLEY
LAND DEVELOPMENT DIVISION

PROJECT: PEN18-0254 (DIF Credit Agreement) MAP / LOT: PM 35629 DATE: 4/8/2021

<u>IMPROVEMENT TYPE</u>		<u>SUBTOTALS</u>
STREET PAVEMENT SECTIONS	(Sheet 2 of 4)	\$275,000
OFF-SITE STREET IMPROVEMENTS	(Sheet 3 of 4)	\$87,000
TRANSPORTATION IMPROVEMENTS	(Sheet 4 of 4)	\$9,000

TOTAL COST (VALUE) OF IMPROVEMENTS = \$371,000

ENGINEER OF RECORD STATEMENT OF ESTIMATE WORKSHEET

The construction items and their quantities as shown on the attached worksheet are accurate for the construction of the improvements required or implied to fulfill the Conditions of Approval for this project. The mathematical extensions, using the City of Moreno Valley's Unit Prices, are accurate for determining Bond Amounts and Fees.



4-8-2021

Craig A. Hause, P.E.

Proactive Engineering Consultants, Inc.

Prepared By

April 8, 2021

Date Prepared

ENGINEER'S ESTIMATE (PUBLIC IMPROVEMENTS)

PROJECT: PEN18-0254 (DIF Credit Agreement) MAP/LOT: PM 35629 DATE: 4/8/2021

STREET PAVEMENT SECTIONS

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
Enter the pavement section per street (if possible)				
Roadway Excavation	2,130	C.Y.	\$30.00	\$ 63,900
Aggregate Base (A.B.) Class II	1.00	Thickness (ft.)		
<i>Eucalyptus Avenue</i>	31,416.00	S.F.	2,277	\$ 113,850
Asphalt Concrete (A.C.)	0.50	Thickness (ft.)		
	31,416.00	S.F.	1,138	\$ 96,730
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)		
	0.00	S.F.	0	\$ -
SUBTOTAL =				\$ 274,480

Attachment: DIF Credit Agreement #D21-002 [Revision 1] (4383 : PEN18-0254 - ACCEPT DEVELOPMENT IMPACT FEES (DIF) IMPROVEMENT

EXHIBIT “C” – DIF Credit Calculation Table

Item	Process for DIF Credit Calculation	Streets	Traffic Signals	Police	Fire	Libraries	Parks	Community/ Rec Centers	Public Facilities*	Interchange Improvements	Electric Utility
1	Engineer's Estimate	\$371,000	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Project costs as identified in DIF study	\$246,092	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Actual DIF Obligation	\$164,485.91	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Developer's Credit Amount** - Least of Lines 1 2 & 3	\$164,485.91	\$	\$	\$	\$	\$	\$	\$	\$	\$

Not all development DIF fees are shown - only those available at the time of agreement. Agreement focus is Street Credits.

*May include, but not limited to: City Hall, Corporate Yard, Maintenance Equipment, Administration and Processing Fees, etc.

**Credit amount shall not exceed obligation.

EXHIBIT “C”



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Acting Assistant City Manager

AGENDA DATE: May 4, 2021

TITLE: PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-
HUD GRANTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct the final Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the Fiscal Year (FY) 2021/22 Annual Action Plan.
2. Approve the FY 2021/22 Annual Action Plan as an application to the U.S. Department of Housing and Urban Development (HUD) for funding under the federal CDBG, HOME, and ESG programs with Council amendments, if any.
3. Adopt the FY 2021/22 Annual Action Plan.
4. Authorize the City Manager to approve any reprogramming of allocations between funded programs within the Adopted FY 2021/22 Annual Action Plan in compliance with our Citizen Participation Plan, if necessary.

SUMMARY

The U.S. Department of Housing and Urban Development (HUD) requires that the grantee cities, such as Moreno Valley, prepare an Annual Action Plan every year as a condition to receiving federal funding under the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants Program (ESG).

The Annual Action Plan identifies how the CDBG, HOME, and ESG programs funds

will be utilized to provide programs and projects that benefit low- and moderate-income households and neighborhoods in the City. It also serves as the City's official grant application to HUD. Normally, the Action Plan must be submitted no later than 45 days prior to the start of the fiscal year. The activities recommended under CDBG, HOME, and ESG are summarized in Attachment 2.

DISCUSSION

Annual Action Plan

Attachment 1 to this report is the FY 2021/22 Annual Action Plan proposed for Council consideration which specifically identifies how Moreno Valley will allocate CDBG, HOME, and ESG funds for the upcoming year. The FY 2021/22 Action Plan serves as the annual update to the City's five-year Consolidated Plan (2018/19-2022/23). Tonight's Public Hearing represents the last Public Hearing in a series of meetings conducted under the City's Citizen Participation Plan.

Citizen Participation Plan

Citizen participation for the development of the Annual Action Plan was accomplished through a series of public notices, announcements, public meetings, and public hearings. City staff conducted meetings with residents and non-profit organizations to solicit input on the community's needs. Public hearings were conducted to determine priority needs, review funding applications, and approve the FY 2021/22 Annual Action Plan.

The City Council established CDBG funding priorities at the November 17, 2020, meeting. The first review of the initial funding recommendations occurred on March 23, 2021. The City Council approved the project selections for inclusion in the FY 2021/22 Action Plan on April 20, 2021. In conformance with HUD requirements, a draft Annual Action Plan was made available for a 30-day public review from April 1, 2021 through May 4, 2021. All public comments received as of the date of this report is included in the FY 2021/22 Annual Action Plan in Attachment 1. The following provides a summary of the events that have occurred during the application process:

- October 27, 2020 Finance Subcommittee review of grant policies and objectives
- November 17, 2020 City Council Public Hearing to review Policies and Objectives and to collect community needs and comments
- December 10, 2020 Notification of Notice of Funding Available (NOFA) distributed through the City's News Release email blast. Application made available on City website & PlanetBids

- January 7, 2021 Application Workshop held via teleconference
- January 29, 2021 Application submittal deadline
- March 23, 2021 Finance Subcommittee reviewed and considered project selections
- April 20, 2021 Public Hearing - City Council Public Hearing to review and consider project selections

The following provides a summary of the events that are scheduled to occur during the continued application process:

- May 4, 2021 City Council final Public Hearing to approve FY 2021/22 Annual Action Plan and close of public comment /review period
- May 14, 2021 Submittal of Approved FY 2021/22 Annual Action Plan to HUD.

Community Development Block Grant (CDBG) - Grant Purpose

The Community Development Block Grant (CDBG) Program is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate income.

The CDBG objective is to be achieved in two ways: First, a grantee can only use funds to assist eligible activities that meet one of three national objectives of the program:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and blight, or
- Meet community development needs having a particular urgency.

Second, at least 70 percent of funds must be spent (over a period of up to 3 years) for activities that address the national objective of benefiting low- and moderate-income persons.

Community Development Block Grant (CDBG) - Funding and Limitations

Estimated Fiscal Year 2021/2022 Allocation	CDBG
Planning and Administration Cap (20% of annual grant)	\$403,223.20
Public Services Cap (15% of annual grant)	302,417.40
Available for Other Activities (65% of annual grant)	1,310,475.40
TOTAL Approved Allocation*	\$2,016,116.00
TOTAL Estimated Uncommitted Prior Year(s) CDBG Funds**	\$525,000.00
TOTAL Estimated Available for Funding	\$2,541,116.00

** Preliminary allocation provided by HUD in March 2021*

*** The City may utilize prior-year uncommitted funds towards non-public service activities*

A summary of application, funding request, and activities recommended under the CDBG program is summarized in Attachment 2.

HOME Investment Partnerships Program (HOME) - Grant Purpose

The Home Investment Partnerships Program was established by the Title II of the Cranston-Gonzalez National Affordable Housing Act. The objectives of the HOME Program include:

- Expanding the supply of decent and affordable housing, particularly housing for low- and very low-income residents;
- Strengthening the abilities of State and local governments to design and implement strategies for achieving adequate supplies of decent, affordable housing;
- Providing financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing; and
- Extending and strengthening partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

HOME Investment Partnership (HOME) - Funding and Limitations

Estimated Fiscal Year 2021/2022 AllocationHOME	
Planning and Administration Cap (10% of annual grant)	\$66,975.40
Mandatory CHDO set-aside (15% of annual grant)	100,463.10
Available for Other Activities	502,315.50
TOTAL Approved Allocation*	\$669,754.00
TOTAL Estimated Uncommitted Prior Year HOME Funds**	\$1,627,000.00
TOTAL Estimated Available for Funding	\$2,296,754.00

** Preliminary allocation provided by HUD in March 2021*

***Estimate based on prior year uncommitted funds, including CHDO set aside*

Emergency Solutions Grant (ESG) - Grant Purpose

The ESG program is issued to assist, protect, and improve living conditions for the homeless. The program provides funding to:

- Engage homeless individuals and families living on the street;
- Improve the number and quality of emergency shelters for homeless individuals and families;
- Help operate these shelters;

- Provide essential services to shelter residents,
- Rapidly re-house homeless individuals and families, and
- Prevent families/individuals from becoming homeless.

Emergency Solutions Grant (ESG) - Funding and Limitations

Estimated Fiscal Year 2021/2022 Allocation ESG	
Planning and Administration Cap (7.5% of annual grant)	\$13,020.30
Available for Other Activities	160,583.70
TOTAL APPROVED ALLOCATION*	\$173,604.00

* Preliminary allocation provided by HUD in March 2021

Our independent consultant, Willdan Financial Services, conducted the application review process and the preliminary draft of the CDBG, HOME and ESG program summaries and funding recommendations are shown in Attachment 2.

ALTERNATIVES

The Council has the following alternatives:

1. Conduct a public hearing, provide City Council modifications, if any, adopt the FY 2021/22 Annual Action Plan, and authorize the City Manager to approve reprogramming funds in compliance with our Citizen Participation Plan. *Staff recommends this alternative as it will allow the FY 2021/22 Annual Action Plan to be submitted per HUD's instructions by the federal deadline.*
2. Do not conduct a public hearing providing the public with an opportunity to comment on the proposed Annual Action Plan and NOT approve the FY 2021/22 Annual Action Plan. *Staff does not recommend this alternative.*

FISCAL IMPACT

Expenses for these programs are reimbursed by the Federal grants. The ESG program requires a 100% match which will be met by the City's ESG subrecipients. Based on the recommended actions, there is no impact to the General Fund. Budget appropriations are as follows upon approval of the recommended actions.

Description	Fund / Account	Type (Rev/Exp)	FY2021/22 Budget	Proposed
Receipt of Grant	CDBG - Fund 2512	Rev	\$2,541,116	
Administration / Programs CDBG	CDBG - Fund 2512	Exp	2,541,116	
Receipt of Grant	HOME - Fund 2506	Rev	2,296,754	
Administration / Programs HOME	HOME - Fund 2506	Exp	2,296,754	
Receipt of Grant	ESG - Fund 2514	Rev	173,604	
Administration / Programs ESG	ESG - Fund 2514	Exp	173,604	

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on April 1, 2021. Additional notification was available through the City's website.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

Department Head Approval:
Brian Mohan
Acting 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. FY 2021/22 Annual Action Plan - Draft
- 2. Public Notice - The Press Enterprise Annual Action Plan Public Comment Period
- 3. FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/25/21 12:03 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 9:56 AM



FISCAL YEAR 2021-22

Annual Action Plan

DRAFT

City of Moreno Valley
 Financial & Management Services Dept.
 Financial Operations Division
 14177 Frederick St. PO Box 88005
 Moreno Valley, CA 92552-0805

Annual Action Plan
 2021

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Every year the Department of Housing and Urban Development (HUD) allocates federal grant monies to 'Entitlement Cities' (eligible, selected cities with a population exceeding 50,000) with allocation amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing and the population growth lag in relationship to other metropolitan areas. HUD has classified Moreno Valley as an Entitlement City. Historically, the City of Moreno Valley has received federal funding on an annual basis from HUD for two formula block grant programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME). Since Program Year 2013-14, the City has also become a direct recipient of Emergency Solutions Grant (ESG) program funds. The City of Moreno Valley will utilize these federal grant monies for use in programs that provide decent housing, build infrastructure, create economic development opportunities and provide a variety of social services for low to moderate-income residents. The City's Five-Year Consolidated Plan is a comprehensive planning document that provides the framework for the use of CDBG, HOME Grant and ESG funds to provide community development, housing, and homeless activities from July 2018 through June 2023.

The Fiscal Year 2021-22 Annual Action Plan serves as the update to the Consolidated Plan and it identifies the distribution of federal funds for specific activities and programs during the program year. In Fiscal Year 2021-22, the City will be receiving \$2,016,116 in new CDBG funds, \$669,754 in HOME funds, and \$173,604 in ESG funds. These funds will support housing, community development and homeless prevention activities. The City is not a recipient of HOPWA grant funding. The Annual Action Plan also provides a basis for assessing performance. At the end of the program year a Consolidated Annual Performance and Evaluation Report (CAPER) provides information on the annual programmatic accomplishments.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The overall goals of the CDBG, HOME and ESG Programs, as required by HUD are to develop viable urban communities by providing (1) decent housing, (2) a suitable living environment and (3) expanded economic opportunities principally for low and moderate income persons. At the end of the program year a Consolidated Annual Performance and Evaluation Report (CAPER) provides information on the annual programmatic accomplishments.

The overall objective for the 2021-22 Annual Plan is to contribute toward the goals as outlined in the City's proposed 2018-23 Five Year Consolidated Plan. Those goals are:

Substandard Housing and Neighborhood Conditions: Improve the condition of the existing housing stock. The City will provide CDBG and HOME funds to improve the existing housing stock so that it provides decent, safe and sanitary housing.

Homelessness: Address homelessness through street outreach, homeless prevention, rapid re-housing, casework services and other intervention activities. The City will allocate ESG and CDBG funding to organizations that address the needs of homeless individuals.

Public Facilities and Infrastructure: Improve/upgrade public facilities and infrastructure. The City will allocate CDBG funds to improve and upgrade public facilities and infrastructure such as public buildings, parks, streets, and storm drains.

Public Service Programs: Improve the well-being of low- and moderate-income persons. The City will provide CDBG financial support to organizations that address basic needs, public safety, transportation, job training, and needs of school-aged youth.

Housing Discrimination: Achieve fair housing for all. The City will continue to allocate CDBG funds to a fair housing provider that will investigate housing discrimination complaints and tenant/landlord issues.

Economic Development: Promote economic development activities. Economic development was identified as a priority need by the City's Economic Development Strategy Plan and research and analysis completed for several planning studies.

Planning and Administration: Effective administration of the CDBG, HOME and ESG programs. The City will strive to achieve the goals, priority needs and funding priorities of the Consolidated Plan. The City will continue to comply with the planning and reporting requirements of the Consolidated Plan regulations and CDBG regulations. Annually, the City will monitor its use of CDBG funds to ensure effective and appropriate use of funds.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During 2019-20, Moreno Valley was committed to maximizing existing resources and opportunities to achieve a better quality of life for its low-to-moderate income residents. However, the Coronavirus pandemic outbreak at the beginning of 2020 had a significant negative impact on the goal outcomes for 2019-20 as many program activities were restricted by the "Shelter-In-Place" order by the California Governor in March 2020.

At the end of the second year of the 2018-23 Consolidated Plan the City was successful in accomplishing the following:

Achieve Fair Housing for All: 5-Yr Goals: Provide fair housing and landlord/tenant services to educate and assist 23,500 households on their rights and responsibilities. Annual Goals: Assist 4,670 households with Fair Housing Services. Actual 2019-20: The City assisted 4,058 households with Fair Housing Services.

Address Homelessness: 5-YR Goal: To assist 800 homeless persons and persons threatened with homelessness. Annual Goal: Persons benefited include 10 with Rapid Rehousing, 36 with Homelessness Prevention and 80 with Street Outreach. Actual 2019-20: The City provided homelessness prevention to 9 persons and street outreach to 16 persons.

Improve the condition of existing housing stock: 5-YR Goals: Construct 80 new affordable rental units; Rehabilitate 16 rental units; rehabilitate 90 homeowner housing. Annual Goals: Construct 0 new affordable rental units; rehabilitate 45 homeowner housing units. The 5 year goals was enhanced through 2019-20 substantial amendments added 80 units in affordable rental units for the Courtyard at Cottonwoods apartments. Actual 19-20: The City built or rehabilitated 51 housing units, including 4 new multi-family rental units rehabilitated, 41 single family homes rehabilitated and 6 homes provided energy efficiency solar systems.

Improve the well-being of persons: 5-YR Goal: Assist 290,000 persons, including the elderly and disabled, with public services. Annual Goal: Benefit 58,000 persons. Actual 2019-20: In FY 2019, the City aided 62,241 individuals through public services. Individuals were served primarily through senior services, employment resources, and youth services. In addition, individuals were assisted through MoVal Policing program.

Promote Economic Development Activities: 5-YR Goals: To create or retain 100 low-to moderate income jobs and assist 390 businesses. Annual Goals: Create or retain 10 low-to moderate income jobs and assist 75 businesses. Actual 2019-20: In FY 2019, 9 low-to- moderate jobs were created or retained, 179 businesses assisted.

Public Facilities and Infrastructures: 5-YR Goals: To assist 55,000 persons through public facility/improvement projects aimed at improving ADA standards and City streets. Annual Goals: benefit 6,064 persons. Actual 2019-20: Street improvements and ADA improvements completed in FY 2019-20 benefited cumulatively 599,713 low-moderate income persons.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Moreno Valley Citizen Participation Plan contains the City's policies and procedures for public involvement in the Consolidated Plan process and the use of Federal grant funds. The Moreno Valley Citizen Participation Plan was developed as required under 24CFR Part 91 and Part 8. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low and moderate income and homeless members of the community. During the Action Plan process, the City took an aggressive approach to ensure and encourage citizen participation. The City hosted two (2) public meetings plus three (3) public hearings for a grand total of five (5) public meetings as was hosted in previous years. All citizen participation was accomplished through meetings, published public notices and on-line announcements. The City invited residents, non-profit organizations and surrounding jurisdictions to solicit input on community needs.

The first public hearing took place on November 17, 2020 and residents were given the opportunity to provide comments regarding priority needs in the community. The proposed Action Plan was available for a 30-day public examination and comment period from April 1, 2021 through May 4, 2021. A second public hearing was held on April 20, 2021 where the general public was invited to attend telephonically due to the COVID-19 social distancing order by the California governor. At this meeting, the City Council reviewed the proposed the activity selections and the general public was encouraged to provide comments telephonically. A final telephonic public hearing took place on May 4, 2021 after the close of the public review period. The final public hearing allowed the public an opportunity to comment on the proposed Action Plan before implementation by the City Council. The information compiled from the meetings was used in determining the needs in the community and the development of strategies. Citizen comments are included as an attachment to this document.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A summary of all public comments received at the community meetings and formal public hearings is included as an attachment to this document.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were taken into consideration when developing the Action Plan.

7. Summary

See summaries above.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MORENO VALLEY	
CDBG Administrator	MORENO VALLEY	FINANCIAL & MGMT SERVICES DEPT.
HOPWA Administrator		
HOME Administrator	MORENO VALLEY	FINANCIAL & MGMT SERVICES DEPT.
ESG Administrator	MORENO VALLEY	FINANCIAL & MGMT SERVICES DEPT.
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Moreno Valley Financial & Management Services Department, Financial Operations Division is responsible for the development of the Action Plan. The Action Plan was prepared with input from public stakeholders such as local non-profit agencies, social service organizations, and interested members of the public. This is outlined in detail in the Citizen Participation Attachment.

Consolidated Plan Public Contact Information

The primary contacts for matters regarding this plan are: Brian Mohan, Assistant City Manager / Chief Financial Officer / City Treasurer and Dena Heald, Deputy Finance Director, 951-413-3450.

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City's 2021-22 Citizen Participation process allows for many resident's local service providers, government entities and others to provide input during the funding allocation process.

A list of organizations, entities, and other participants is included in Table 2, "Agencies, groups, organizations who participated."

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

One resource that the City utilizes to assist in coordination is the City's participation in the Riverside County's Continuum of Care (CoC). City staff meets on a monthly basis as part of the CoC process. The City's involvement in the CoC allows for open dialogue with key agencies including the Riverside County Department of Public Social Services, the Riverside County Housing Authority, the Department of Mental Health, the County Adult Homeless Unit, local law enforcement and numerous local service providers. The CoC convenes these organizations with the goal to address homelessness, but in the process, discusses other community needs, such as public housing and emergency services needed in the region. Riverside County's CoC is very active and has recently been restructured to become more effective and efficient in its efforts. The Board now consists of higher level representatives with the authority to implement change at each respective organization the new CoC continues to make significant strides on behalf of the full CoC membership in the 2021-2022 fiscal year.

The City of Moreno Valley also continued the quarterly 'Non-Profit Roundtable' meetings which invited local service providers and residents to discuss community needs and available resources specific to Moreno Valley. As a result of the meetings, a smaller group has broken off and formed the City-wide Non-Profit Coalition. This group is focused on collaborating to address priority issues within the City.

The City will continue to be supportive of direct applications for funds from housing providers as well as local Community Housing and Development Organizations (CHDOs).

Cooperation with surrounding jurisdictions has been essential in promoting the City's ability to address a wide variety of community needs including housing rehabilitation, housing programs, public services, and public safety. To facilitate organization and solidarity, the City will continue to work with these entities by attending regular meetings, events, and joint endeavors.

The City hopes to work with resources available through affordable housing financial institutions. These private businesses will be included in the annual plans as applicable. Also, the City will work with businesses that provide loans to high risk small businesses for the purpose of creating and/or retaining jobs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CoC's primary goal is to address homelessness in the region. The group is charged with developing and implementing the County's Plan to End Homelessness in Riverside County. The COC is provided with federal funding to offer homeless services and shelter. Moreno Valley grant management staff are members of the Continuum of Care and regularly attend the CoC meetings. In addition, the city staff assists to organize and coordinate the Homeless Point in Time (PIT) Counts. Participating in these counts provides staff with a firsthand knowledge of homeless needs through direct interaction with potential recipients of homeless services. Data from the homeless count is applied to determine homeless service needs and levels in the City.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CoC serves as the planning body for the County's submission of the Riverside County Consolidated Application for HUD funds such as ESG. City staff has historically participated in rating of CoC grantee applications for ESG funding and have been active in helping making determinations for the allocation of funds. Since becoming eligible for a direct ESG entitlement, Moreno Valley engages them in the consultation by sharing ESG funding recommendations issued at the City level and requesting feedback from the full CoC membership. For the ESG activities proposed within the Action Plan, City representatives consulted with the CoC by forwarding a summary of all applications along with Council recommendations and requesting CoC members provide feedback via e-mail. The City took their feedback into consideration. The administration/operation of HMIS is handled through the County of Riverside. Since becoming an ESG entitlement city, Moreno Valley has extended an ESG award to the County to aid in the operational Homeless Management Information System (HMIS) costs. City of Moreno Valley representatives are in constant communication with County HMIS staff and discuss program set-up, schedule for training, and to discuss ESG reporting requirements.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	HOUSING AUTHORITY OF RIVERSIDE COUNTY
	Agency/Group/Organization Type	Housing PHA Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Throughout the year, the City reviews proposed development sites, the comprehensive plan of the PHA, and any proposed demolition or disposition of public housing developments. In reviewing PHA comprehensive plan the City is able to determine regional housing needs as established by the PHA. It is anticipated this continued relationship with the PHA will allow the City to identify needs and gaps in service in order to improve service delivery.
2	Agency/Group/Organization	Riverside County Continuum of Care
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Other government - County Regional organization Planning organization Civic Leaders

	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The City is a member of the regional CoC. As a result of membership, consults with various city, county, and local homeless service providers about all matter of homeless affecting the area. The monthly meetings assist the City to identify service gaps and priority needs. The City coordinates with the CoC for the Veterans, Youth, and general Point in Time Homeless Count in MV. Per grant requirements, the City also consulted with the CoC membership regarding the best use of ESG funds.</p>
<p>3</p>	<p>Agency/Group/Organization</p>	<p>Habitat for Humanity Riverside</p>
	<p>Agency/Group/Organization Type</p>	<p>Housing</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The City had several meetings with the organization to discuss the coordination of local housing programs for low/moderate income and special needs populations (elderly and disabled). The meetings have been helpful in identify potential future programs to be implemented during the Consolidated Plan period.</p>

4	Agency/Group/Organization	Fair Housing Council of Riverside County, Inc.,
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Several meetings were conducted with the Fair Housing Council of Riverside County (FHCRC) to assist the City in the development of the Housing Strategy as well as the Draft Assessment of Fair Housing. The City and FHCRC held meetings with apartment managers and residents on fair housing laws, rights and responsibilities during the Con Plan development process. FHCRC was also instrumental in helping the City to develop a fair housing survey which was posted online for the public to complete.
5	Agency/Group/Organization	FAMILY SERVICE ASSOCIATION OF WESTERN RIVERSIDE COUNTY (FSA)
	Agency/Group/Organization Type	<ul style="list-style-type: none"> Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City has had a long relationship with Family Services Association (FSA) and meets with the organization periodically to discuss community needs. It is anticipated that the City will continue to collaborate with FSA on meeting the needs of Moreno Valley residents.
6	Agency/Group/Organization	Riverside University Health System-Public Health and Behavioral Health
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City obtained information on the Mental Health Services Act and housing units in affordable housing developments. One of these developments is located in Moreno Valley. Needs assessment and service area planning data was reviewed.
7	Agency/Group/Organization	County of Riverside Department of Public Social Services
	Agency/Group/Organization Type	Services-Employment Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City obtained information on the number of persons enrolled in safety net programs who live in Moreno Valley by zip code and the number of months the persons participate in each program.
8	Agency/Group/Organization	RIVERSIDE COUNTY OFFICE ON AGING
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City obtained information on the elderly needs assessment, priority needs, and affordable housing developments serving seniors and disabled persons.
9	Agency/Group/Organization	Inland Regional Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City obtained information on the developmentally disabled needs assessment and housing needs.
10	Agency/Group/Organization	California Department of Social Services
	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Care Licensing Division provided information on the number, capacity and location of Adult Residential Facilities and Residential Care Facilities which are located in the City.
11	Agency/Group/Organization	California Department of Public Health
	Agency/Group/Organization Type	Services-Health Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Departments Health Facilities Consumer System was consulted for purposes of developing an inventory of Intermediate Care Facilities for Developmentally Disabled Persons and Congregate Care Facilities for the Elderly.

Identify any Agency Types not consulted and provide rationale for not consulting

All relevant housing, social services and other entities were consulted. Other local/regional/state/federal planning efforts considered when preparing the Plan are listed in the table below.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Riverside County Department of Public Social Services	The CoC plan and the City’s Consolidated Plan are very consistent in their goals for the Region and are in agreement that a regional effort is required.
2020-2024 Area Plan	Riverside County Office on Aging	The 2020-2024 Area Aging Plan provided guidance to the needs assessment, priorities and goals of the Consolidated Plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Pursuant to the ConPlan regulations, during the process of developing the Consolidated Plan the City’s consultation process included gathering information on broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies.

Broadband Internet Service Providers/Organization Engaged in Narrowing the Digital Divide

The FCC definition of broadband includes download speeds faster than 25 Mbps. The City has three types of internet service providers: cable, DSL and fiber. The internet service providers include, but are not limited, to AT&T, Frontier, Spectrum, Mediacom, HughesNet and Time Warner. According to Stanford University, the "digital divide" refers to the growing gap between the underprivileged members of society, especially the poor, rural, elderly, and handicapped portion of the population who do not have access to computers or the internet; and the wealthy, middle class, and young Americans living in urban and suburban areas who have access.

RICVOconnect is a Riverside County initiative, supported by the Riverside County Board of Supervisors and Executive Office, and led by Riverside County Information Technology (RCIT), that seeks to remove the road blocks that obstruct service providers from building out current infrastructure. RIVCOconnect invites the private sector to deliver broadband services Countywide at speeds of 1 Gbps and above.

The Moreno Valley Public Library provides computer labs and online resources to all its patrons.

Management of Flood Prone Areas

The flood prone areas within the City have been mapped by the County of Riverside and the Federal Emergency Management Agency (FEMA). The Riverside County Flood Control and Water Conservation District has responsibility for planning and construction of regional flood control facilities. The City retains the responsibility for designing, construction, and maintenance of local drainage facilities.

Four types of flooding conditions could occur in Moreno Valley: flooding in defined watercourses; ponding; sheet flow; and dam inundation flooding. Flood levels within defined watercourses vary along many of the drainage ways and floodplains.

Emergency Management Agencies

The Moreno Valley Fire Department will be the incident commander, or be working in a unified command with other responding agencies depending on the nature of the emergency. The Fire Department maintains a clear understanding of the statutory responsibility and authority it has depending upon the emergency; along with a working knowledge of the Incident Command System, California Disaster and Civil Defense Master Mutual Aid Agreement, and Standardized Emergency Management System (SEMS).

Land or Water Resources

According to the General Plan Conservation Element, water resources include two hydrological groundwater basins in the planning area: The Perris Basin and the San Jacinto Basin. The primary purveyor of water in Moreno Valley since the 1950's has been the Eastern Municipal Water District. The State Water Project brought additional imported water to Moreno Valley and EMWD's service area.

DRAFT

AP-12 Participation – 91.105, 91.200(c)

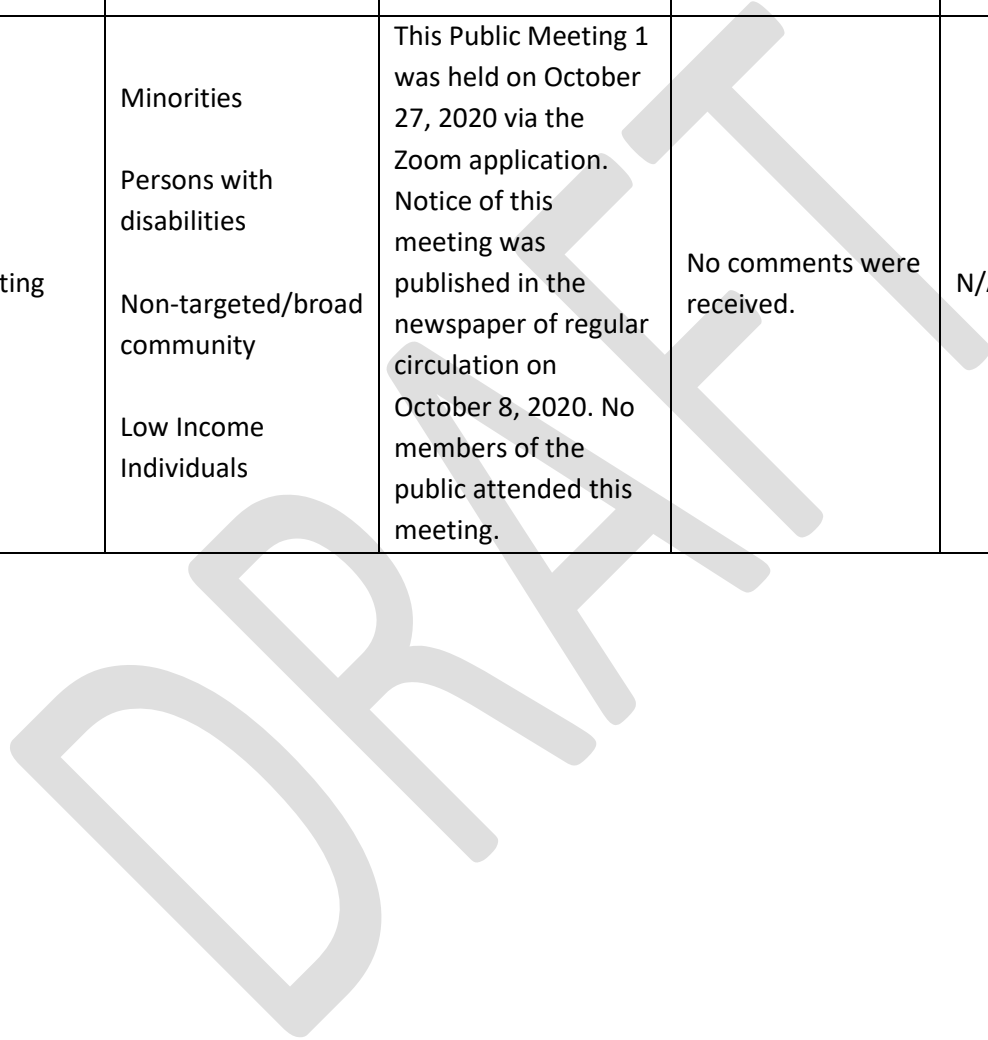
**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City of Moreno Valley is required by law to have a detailed Citizen Participation Plan which contains the City’s policies and procedures for public involvement in the Consolidated Plan process and the use of Federal grant funds. The Moreno Valley Citizen Participation Plan was developed as required under 24CFR Part 91 and Part 8. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low and moderate income and homeless members of the community. During the Action Plan process, the City took an aggressive approach to ensure and encourage citizen participation. The City went beyond the measures outlined in its Citizen Participation Plan to encourage participation. Outreach efforts were made toward the forming of this Action Plan. The City hosted two (2) public meetings and three (3) public hearings for a total of five (5) meetings compared to the three (3) hosted in a standard year. The City invited residents, non-profit organizations and surrounding jurisdictions to solicit input on community needs. Because the grants are now being administered out of the Finance Department, a public meeting with the Finance Subcommittee was held on October 27, 2020 to discuss the Action Plan schedule. The first public hearing took place on November 17, 2020 and residents were given the opportunity to provide comments regarding priority needs in the community. The proposed 2021-22 Action Plan was made available for a 30-day public examination and comment period from April 1, 2021 through May 4, 2021. The Action Plan was available in its entirety on the City’s website at www.moval.org. The second public hearing took place on April 20, 2021 where grant funding recommendations made by the Finance Subcommittee were reviewed. Due to the COVID-19 outbreak and social distancing requirements, residents were given the opportunity to provide comments the funding recommendations via telecommunications software provide by the City. A final public hearing took place on May 4, 2021 after the close of the public review period. The final public hearing allowed the public an opportunity to comment telephonically on the proposed Action Plan before adoption by the City Council. The information compiled from the meetings was used in determining the needs in the community and the development of strategies.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Low Income Individuals</p>	<p>This ad was published to announce Public Meeting 1: Finance Subcommittee to review FY 21-22 Action Plan Calendar and Objectives/Policies.</p> <p>The public was invited to attend and provide input via the Zoom application.</p> <p>The ad was published in the Riverside Press-Enterprise on October 8, 2020.</p>	<p>No comments were received.</p>	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Low Income Individuals	This Public Meeting 1 was held on October 27, 2020 via the Zoom application. Notice of this meeting was published in the newspaper of regular circulation on October 8, 2020. No members of the public attended this meeting.	No comments were received.	N/A	



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Minorities Persons with disabilities	This ad was published to announce Public Hearing 1 to adopt Objectives/Policies and collect community needs comments. The public was invited to attend and provide input via the Zoom application. The ad was published in the Riverside Press-Enterprise on October 29, 2020	No comments were received	N/A	

Attachment: FY 2021/22 Annual Action Plan - Draft (4248 : PUBLIC HEARING TO APPROVE ANNUAL

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Low Income Individuals	This Public Hearing 1 was held on November 17, 2020 via the Zoom Application. Notice of this meeting was published in the newspaper of regular circulation on October 29, 2020. No members of the public attended this meeting.	No comments were received	N/A	
5	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Low Income Individuals	The FY 2021/22 Notice of Funding Availability (NOFA) was published in a paper of general circulation on December 10, 2020.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Low Income Individuals	This ad was published to announce Public Meeting 2, where the City of Moreno Valley’s Finance Subcommittee will review the applications received to be considered for funding recommendations and inclusion in the Annual Action Plan. Applicants are invited to attend and have an opportunity to explain their programs via the Zoom application. Notice of this meeting was published in a paper of general circulation on March 4, 2021.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Meeting	2021-22 Grant Applicants	This Public Meeting 2 was held on March 23, 2021 via the Zoom application. Notice of this meeting was published in the newspaper of regular circulation on March 4, 2021. XXX members of the public attended this meeting.	TBD	TBD	
8	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Low Income Individuals	This ad was published to announce the Public Hearing 2 to review activity recommendations. The ad was published in the Riverside Press-Enterprise on April 1, 2021.	TBD	TBD	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Low Income Individuals</p>	<p>This ad was published to announce the 30-day public review period of the 2021-2022 Action Plan and announce Public Hearing 3 to approve funding recommendations . The review period was from April 1, 2021 to May 4, 2021. The ad was published in the Riverside Press-Enterprise on April 1, 2021.</p>	TBD	TBD	
10	Public Hearing	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Low Income Individuals</p>	<p>This Public Hearing 2 was held on April 20, 2021 via the Zoom application. XXX members of the public attending this hearing.</p>	TBD	TBD	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
11	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Low Income Individuals	This Public Hearing 3 was held on May 4, 2021 via the Zoom application. XXX members of the public attending this hearing.	TBD	TBD	

Table 4 – Citizen Participation Outreach



Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Moreno Valley utilizes a variety of federal, state, and local funding sources to achieve identified community and housing strategies. Specific funding resources are based upon availability, opportunities, and constraints of each activity or program. The City is committed to utilizing each funding source to its highest and best use; therefore, the City leveraged the resources identified in this section to facilitate various

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activities. Specific resources available to address the needs identified in the Consolidated Plan are included under each program description.

The following table is a list of resources the Financial Operations utilized to address the Consolidated Plan goals.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,016,116	0	525,000	2,541,116	0	CDBG funding is intended to enhance and maintain viable urban communities through the provisions of decent housing; suitable living environment; the expansion of economic opportunities; and public facilities rehabilitation, principally for low- and moderate-income persons.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	669,754	0	1,627,000	2,296,754	0	HOME funds are intended to address affordable housing and related needs.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	173,604	0	0	173,604	0	The Emergency Solutions Grant (ESG), under the HEARTH Act of 2009, provides for grants to assist, protect, and improve living conditions of the areas homeless

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and HUD share an interest in leveraging HUD resources to the maximum extent feasible in order to address priority needs and associated goals. Volunteer services and private donations provide additional resources to leverage CDBG funds for public service activities.

In the past, Moreno Valley has actively leveraged its affordable housing activities, mostly with Redevelopment Set-aside funds. As the Redevelopment Agency was dissolved, the City will continue its efforts to leverage activities with other available resources. Some potential leveraging resources are listed below:

Low-income Housing Tax Credit (LIHTC): The California Tax Credit Allocation Committee (TCAC) allocates federal and state tax credits to affordable housing projects. Corporations provide equity to build the projects in return for the tax credits.

Affordable Housing Sustainable Communities Housing Program: AHSC directs investments to historically under invested communities, giving more Californians access to opportunity. At least 50% of AHSC funding is required by state law to be allocated to affordable housing and projects in, or that provide a benefit to, disadvantaged communities.

Additional housing resources are listed below:

Housing Choice Vouchers: The Section 8 rental voucher program provides rental assistance to help very low income families afford decent, safe, and sanitary rental housing. The County of Riverside Housing Authority pays the owner a portion of the rent (a housing assistance payment (HAP)) on behalf of the family. More than 1.000 City households currently receive Section 8 housing vouchers.

Mortgage Credit Certificate Program: Income tax credits are available to first time homebuyers to buy new or existing single family housing. Riverside County administers program on behalf of jurisdictions in the County. A Mortgage Credit Certificate (MCC) entitles qualified home buyers to reduce the amount of their federal income tax liability by an amount equal to a portion of the interest paid during the year on a home mortgage.

Matching Requirements: Entitlement cities receiving HOME funds are required to contribute a 25% match of non-HOME funds for every dollar of HOME funds spent. The HOME statute also provides a reduction of the matching contribution under three conditions: 1. Fiscal distress, 2. severe fiscal distress, and 3. presidential disaster declarations. Moreno Valley has been identified by HUD as a fiscally distressed jurisdiction for several consecutive years and has been granted a 100 percent match reduction. The City anticipates that the ‘fiscally distressed’ classification to continue through the entire Consolidated Plan period.

The Emergency Solutions Grant program has a 100% match requirement that can be met as a dollar for dollar or with in kind services. During the 2021-22 application process, the City has requested that ESG applicants be prepared to provide the match that would equal amounts of cash or in-kind services.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Current land holdings that may be available for affordable housing developments include:

- Day/Alessandro 8.15 acres
- Fir/Heacock 0.90 acres
- Eucalyptus/Heacock 1.40 acres
- Atwood/Indian 1.32 acres
- JFK/Elm 0.17 acres
- Sheila/Perris 0.18 acres

Discussion

Please refer to preceding paragraphs.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve the condition of existing housing stock	2021	2022	Housing	CDBG TARGET AREA(S); City-wide	Substandard Housing	CDBG: \$100,000 HOME: \$2,230,000	Homeowner Housing Added: 9 Household Housing Unit Homeowner Housing Rehabilitated: 41 Household Housing Unit
2	Address Homelessness	2021	2022	Homeless	City-wide	Homelessness	ESG: \$123,000	Other: 50 Other
3	Public Facilities and Infrastructure	2021	2022	Non-Housing Community Development	CDBG TARGET AREA(S)	Public Facilities and Infrastructure	CDBG: \$1,735,476	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6,800 Persons Assisted
4	Improve the well-being of persons	2021	2022	Non-Housing Community Development	CDBG TARGET AREA(S); City-wide	Public Service Programs	CDBG: \$236,192	Public service activities other than Low/Moderate Income Housing Benefit: 23,488 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Achieve Fair Housing for All	2021	2022	Non-Housing Community Development	City-wide	Housing Discrimination	CDBG: \$66,225	Public service activities other than Low/Moderate Income Housing Benefit: 3,890 Persons Assisted
6	Promote Economic Development Activities	2021	2022	Non-Housing Community Development and City Economic Development	City-wide	Economic Development	CDBG: \$0	Jobs created/retained: 0 Jobs Businesses assisted: 0 Businesses Assisted
7	Planning and Administration	2021	2022	Program Administration	CDBG TARGET AREA(S); City-wide	Planning and Administration	CDBG: \$403,223 HOME: \$66,754 ESG: \$13,020	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted Homeowner Housing Rehabilitated: 0 Household Housing Unit Other: 0 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Improve the condition of existing housing stock
	Goal Description	The City will provide CDBG and HOME funds to improve the existing housing stock so that it provides decent, safe and sanitary housing.
2	Goal Name	Address Homelessness
	Goal Description	The City will allocate ESG funding to organizations that address the needs of homeless individuals.
3	Goal Name	Public Facilities and Infrastructure
	Goal Description	The City will allocate CDBG funds to improve and upgrade public facilities and infrastructure such as public buildings, parks, streets, and storm drains.
4	Goal Name	Improve the well-being of persons
	Goal Description	The City will provide CDBG financial support to organizations that address basic needs, public safety, transportation, job training, and needs of school-aged youth.
5	Goal Name	Achieve Fair Housing for All
	Goal Description	The City will continue to allocate CDBG funds to a fair housing provider that will investigate housing discrimination complaints and tenant/landlord issues.
6	Goal Name	Promote Economic Development Activities
	Goal Description	The City will promote economic development activities that assist existing and start-up businesses and retain and create jobs.
7	Goal Name	Planning and Administration
	Goal Description	The City will strive to achieve the goals, priority needs and funding priorities of the Consolidated Plan. The City will continue to comply with the planning and reporting requirements of the Consolidated Plan regulations and CDBG regulations. Annually, the City will monitor its use of CDBG funds to ensure effective and appropriate use of funds.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Moreno Valley has selected a variety of activities proposed activities and activities aimed at meeting the goals and priority needs established in the Action Plan. For CDBG, the City has allocated the maximum 15% Public Service cap for a total of 10 public service activities funded for FY 2020/21. The 20% Administration cap will be utilized for staffing and administration. The remaining 65% will fund a variety of Economic Development, Neighborhood Improvements, Public (Street) Improvements, and Rehabilitation activities.

Projects

#	Project Name
1	HOME PROGRAM ADMINISTRATION 2021
2	HABITAT FOR HUMANITY, MOBILE HOME REPAIR PROGRAM 2021
3	HABITAT FOR HUMANITY, CRITICAL HOME REPAIR PROGRAM 2021
4	MARY ERICKSON COMMUNITY HOUSING, EUCALYPTUS SINGLE FAMILY HOMES FOR SALE TO 80% AMI, PREFERENCE FOR US VETERANS
5	ESG21 MORENO VALLEY (2021)
6	CDBG PROGRAM ADMINISTRATION 2021
7	FAMILY SERVICES ASSOCIATION, SENIOR NUTRITION PROGRAM 2021
8	OPERATION SAFEHOUSE, INC. EMERGENCY SHELTER FOR RUNAWAY YOUTH 2021
9	MORENO VALLEY POLICE DEPARTMENT, COMMUNITY BETTERMENT AND PROBLEM ORIENTED POLICING 2020
10	FRIENDS OF MORENO VALLEY SENIOR CENTER, MO-VAN SENIOR TRANSPORTATION PROGRAM 2021
11	ASSISTANCE LEAGUE OF RIVERSIDE, OPERATION SCHOOL BELL 2021
12	RIVERSIDE AREA RAPE CRISIS CENTER, CHILD ABUSE PREVENTION PROGRAM 2021
13	VOICES FOR CHILDREN, COURT APPOINTED SPECIAL ADVOCATES (CASA) PROGRAM 2021
14	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY ANTI-DISCRIMINATION SERVICES 2021
15	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY LANDLORD/TENANT COUNSELING SERVICES 2021
16	GRID ALTERNATIVES, LOW INCOME SOLAR ENERGY ASSISTANCE PROGRAM 2021
17	PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS 2021

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Moreno Valley seeks to meet federal national objectives of (1) providing benefits to the low and moderate income, (2) removing area slum and blight, and (3) meeting urgent or emergency community needs. The City also seeks to prioritize in a way that can assist goals set by the City Council including: Revenue Diversification & Preservation, Public Safety, Positive Environment Community Image, and Neighborhood Pride & Cleanliness. Every year, in accordance with HUD's requirements, Moreno Valley re-evaluates and updates its program specific Objectives and Policies to ensure they adequately reflect the current needs of the community. The updated Objectives and Policies must then be adopted at the local level by the City Council for the upcoming program year. CDBG, HOME, and ESG Objectives and Policies primarily focus on: (1) defining the City's funding priorities, (2) offering activity selection criteria, and (3) providing guidance for staff when reviewing and recommending programs and activities for funding.

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AP-38 Project Summary
Project Summary Information

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1	Project Name	HOME PROGRAM ADMINISTRATION 2021
	Target Area	CDBG TARGET AREA(S)
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: \$66,754
	Description	Comprehensive planning and administration of the HOME grant program.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Operating from 14177 Frederick St. Moreno Valley, CA 92552
Planned Activities	Administration of the HOME program including project management, various reporting, research, environmental reviews, completion of the Annual Action Plan, preparation of the CAPER report, on-site monitoring, etc.	
2	Project Name	HABITAT FOR HUMANITY RIVERSIDE – MOBILE HOME REPAIR PROGRAM 2021
	Target Area	City-wide
	Goals Supported	Improve the condition of existing housing stock
	Needs Addressed	Substandard Housing
	Funding	HOME: \$85,000
	Description	The Mobile Home Repair program (MHR) is designed to assist low to moderate income mobile homeowners in the City of Moreno Valley with interior and exterior repairs to address substandard living conditions. Health and safety issues as well as code violations are addressed first. Exterior issues may also be addressed if they are deemed health and safety related.
	Target Date	6/30/2023

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	Estimate the number and type of families that will benefit from the proposed activities	Habitat for Humanity Riverside estimates serving approximately 12 low to moderate income mobile homeowners in the City of Moreno Valley
	Location Description	The allocation would allow for the interior and exterior rehabilitation of approximately twelve units within the City's mobile home parks.
	Planned Activities	Twelve units will be rehabilitated to address substandard living conditions, focusing on health and safety issues, code violations and exterior issues may also be addressed if they are deemed health and safety related.
3	Project Name	HABITAT FOR HUMANITY RIVERSIDE – CRITICAL HOME REPAIR PROGRAM 2021
	Target Area	CDBG TARGET AREA(S)
	Goals Supported	Improve the condition of existing housing stock
	Needs Addressed	Substandard Housing
	Funding	HOME: \$145,000
	Description	The Critical Home Repair program (CHR) is a one-time home preservation service that offers interior and exterior repairs designed to assist homeowners living in a single family home or mobile home secured to the permanent foundation as their primary residence within the City limit of Moreno Valley. The interior repairs consist of electrical, plumbing, flooring, wall repairs, kitchen repairs, termite work, air conditioning, insulation, bath repairs, heating and furnaces, ceiling repairs, etc. The exterior maintenance includes replacement or repairs of roofing, house trims, siding, awnings, steps, entrance, door, windows, porch deck, handicap access ramps, weatherization, tree removal, and any other maintenance to ensure health, safety and code enforcement compliance.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The program will assist nineteen (19) households in the low to moderate income range for the needed repairs.
	Location Description	The allocation would allow for the interior and exterior repair of approximately twelve units within the City limit.

	Planned Activities	Nineteen units will be rehabilitated to ensure health, safety and code enforcement compliance. These may include activities to repair or replace the interior or exterior electrical, plumbing, floor, roof, etc.
4	Project Name	MARY ERICKSON COMMUNITY HOUSING – EUCALYPTUS SINGLE FAMILY HOMES
	Target Area	CDBG TARGET AREA(S)
	Goals Supported	Improve the condition of existing housing stock
	Needs Addressed	Substandard Housing
	Funding	HOME: \$2,000,000
	Description	Funding would allow for Mary Erickson Community Housing to provide the construction, development subsidy and down payment assistance for 9 detached single family homes on behalf of the City.
	Target Date	8/10/2022
	Estimate the number and type of families that will benefit from the proposed activities	Mary Erickson Community Housing estimates serving approximately 9 single family households for low-mod, first time homebuyers, with a preference for U.S. Veterans.
	Location Description	The construction of the detached single family homes will be located in a City-owned lot on Eucalyptus and Heacock.
	Planned Activities	MECH will provide the construction, development subsidy and down payment assistance for 9 detached single family homes. MECH proposes six (6), 3 bedroom, 2 bath and three (3) 4 bedroom 2 bath with attached 2 car garage and front and back yards incorporating selected ADA adaptability, and energy efficient sustainability features using the MH Advantage building standard.
5	Project Name	ESG21 MORENO VALLEY (2021)
	Target Area	CDBG TARGET AREA(S) City-wide
	Goals Supported	Address Homelessness Planning and Administration
	Needs Addressed	Homelessness Planning and Administration
	Funding	ESG: \$136,020

	Description	<p>Total Moreno Valley 2021 ESG Program \$136,020</p> <p>Moreno Valley 2020 ESG Programs are for:</p> <p>(1) Emergency Solutions Grant (ESG) Administration - Comprehensive planning and administration of the ESG grant program (\$13,020).</p> <p>(2) Housing, Homelessness Prevention, and Workforce Solutions (HHPWS) - Homeless Management Information System (HMIS) - Support to Countywide Homeless Management Information System (HMIS) (\$33,000).</p> <p>(3) The Salvation Army, Homeless Outreach (\$90,000).</p>
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	50 homeless persons benefited through outreach and case management
	Location Description	City-wide
	Planned Activities	<p>Emergency Solutions Grant (ESG) Administration: Daily administration of the ESG program including but not limited to: activity oversight; programmatic research; technical assistance; processing of budget amendments; IDIS management; HMIS QC review; program specific reporting; On-site monitoring of subrecipients.</p> <p>Housing, Homelessness Prevention, and Workforce Solutions (HHPWS): Funds will be used by the County of Riverside to manage Homeless Management Information System (HMIS) on behalf of the City of Moreno Valley.</p> <p>The Salvation Army: This program is intended to help individuals identify and overcome barriers in securing employment and housing. Through outreach and case management The Salvation Army will make contact with unsheltered residents and help develop an individualized service plan towards sufficiency. The Salvation Army staff will connect clients to resources necessary for employment and housing, partnering with other local providers. Each week staff visits local homeless encampments to start building relationships and highlight resources available. Case management begins with an initial assessment to identify the individualized needs.</p>
6	Project Name	CDBG PROGRAM ADMINISTRATION 2021
	Target Area	CDBG TARGET AREA(S)

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	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$403,223
	Description	Comprehensive planning and administration of the CDBG program.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Operating from 14177 Frederick St. Moreno Valley, CA 92552
	Planned Activities	Daily administration of the CDBG program including but not limited to: activity oversight; processing of amendments; IDIS management; Implementation of the Citizen Participation plan for needs assessment and project selection; Preparation of the Annual Action Plan; Preparation of the year-end CAPER report; program specific reporting; On-site monitoring of subrecipients.
7	Project Name	FAMILY SERVICE ASSOCIATION, SENIOR NUTRITION PROGRAM 2021
	Target Area	CDBG TARGET AREA(S) City-wide
	Goals Supported	Improve the well-being of persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$20,000
	Description	Family Service Association (FSA) Senior Nutrition Program provides seniors with one nutritionally balanced meal Monday- Friday.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Family Services Association estimates serving approximately 428 seniors.
	Location Description	Services will be provided by the Family Services Association primarily located at the City of Moreno Valley Senior Center.

	Planned Activities	Family Service Association (FSA) Senior Nutrition Program provides seniors with one nutritionally balanced meal Monday - Friday. The meals are provided to seniors 62 years of age and older at the City of Moreno Valley Senior Center. Due to the County's Stay At Home Order, FSA implemented Curbside Pickup where seniors can pick up a weekly package of meals while staying in their cars. Meals are also provided through an in-home delivery service to seniors who are unable to the center because of illness, disability, or lack of transportation.
8	Project Name	OPERATION SAFEHOUSE, INC. EMERGENCY SHELTER FOR YOUTH 2021
	Target Area	City-wide
	Goals Supported	Improve the well-being of persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$15,000
	Description	CDBG funds will be used to provide direct services to a minimum of 25 City of Moreno Valley youth who enter the emergency shelter. 95% of these Moreno Valley youth will exit into a safe and stable environment.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Operation Safehouse estimates serving approximately 25 youths.
	Location Description	Services will be provided to run away, homeless, at risk youth and their families from the city of Moreno Valley by Operation Safehouse primarily located at 9685 Hayes Street, Riverside, CA.
	Planned Activities	CDBG funds from Moreno Valley will be used to supplement the salaries of Child Care Workers. The program will provide up to 21 days of emergency shelter, food, counseling, on site education, street outreach, anti-human trafficking case management and aftercare.
9	Project Name	MORENO VALLEY POLICE DEPARTMENT, COMMUNITY BETTERMENT AND PROBLEM ORIENTED POLICING 2021
	Target Area	CDBG TARGET AREA(S)
	Goals Supported	Improve the well-being of persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$71,192

	Description	The Moreno Valley Police Department (MVPD) will provide added enforcement support through overtime hours worked in the CDBG target area. MVPD will also use overtime hours to provide training for the Citizens Patrol and Volunteer/Explorer Programs.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The Moreno Valley Police Department estimates serving approximately 10,000 persons in the designated CDBG areas within the City of Moreno Valley.
	Location Description	The service area for the project will be the designated CDBG areas within the city of Moreno Valley for both the CDBG Problem Oriented Policing and the Citizens Patrol and Volunteer/Explorer Program overtime.
	Planned Activities	The MVPD will provide added enforcement to reduce crime within the areas, remove blighted conditions, and improve quality of life for the community. The officers will acquaint themselves with the apartment managers and residents, and will work closely with them to forge improved relations and reduce crime. Furthermore, funding will used for overtime to provide training for the Citizens Patrol and Volunteer/Explorer Programs.
10	Project Name	FRIENDS OF MORENO VALLEY SENIOR CENTER, MO-VAN SENIOR TRANSPORTATION PROGRAM 2021
	Target Area	City-wide
	Goals Supported	Improve the well-being of persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$60,000
	Description	The MoVan is a specially equipped 12 passenger and 2 wheelchair capacity air-conditioned, non-ADA transportation service bus designed to transport the elderly and adult handicapped to medical appointments and other needed destinations at minimal or no cost to the rider.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Estimated 4,700 seniors will receive rides on the MoVan.
	Location Description	Rides will be offered city-wide and 20-mile radius outside the Senior Community Center.

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	Planned Activities	MoVan transports seniors within a 20 mile radius, curb-to-curb from home to the local Senior Community Center (when open) and return home. Until the Senior Center resumes normal operations, FMVSCI will provide round-trip service to medical (include COVID-19 testing/vaccinations), dental, optical appointments, grocery shopping, food distribution deliveries and special outside events at the Senior Community Center.
11	Project Name	ASSISTANCE LEAGUE OF RIVERSIDE, OPERATION SCHOOL BELL 2021
	Target Area	City-wide
	Goals Supported	Improve the well-being of persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$25,000
	Description	A program provided to elementary, middle school and high school students with a goal of assisting them in removing barriers to learning. The program provides new school clothes, shoe vouchers, school supplies, hygiene kits, and books to homeless and economically disadvantaged children.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Assistance League estimates benefiting approximately 320 children from low-moderate income families.
	Location Description	Operation School Bell is available to students attending a school in the Moreno Valley School District, as well as students in the Val Verde School District who reside in Moreno Valley.
	Planned Activities	Elementary students come to the Assistance League facility to “shop” with the aid of trained volunteers, with goods estimated to cost about \$130. During the pandemic, students did not come to the facility, but the same goods were packed into bags and delivered to the district. Middle and high school students are served at a local JCPenney store (one of which is in Moreno Valley). With oversight, students shop for up to \$150 worth of school clothing.
12	Project Name	RIVERSIDE AREA RAPE CRISIS CENTER, CHILD ABUSE PREVENTION PROGRAM 2021
	Target Area	CDBG TARGET AREA(S) City-wide
	Goals Supported	Improve the well-being of persons

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	Needs Addressed	Public Service Programs
	Funding	CDBG: \$15,000
	Description	The Riverside Area Rape Crisis Center (RARCC) Child Abuse Prevention Program (CAP) will provide prevention education presentations in a virtual format to approximately 2,000 students from low/mod families in Moreno Valley schools, including special education and bilingual classrooms.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Riverside Area Rape Crises Center estimates providing prevention education presentations in an online format to approximately 8,000 persons total in Moreno Valley schools.
	Location Description	Services are available to all schools within the city of Moreno Valley, including those in the Val Verde school district, and Moreno Valley College.
	Planned Activities	CAP will provide age appropriate education prevention and appropriate responses for physical, verbal, and sexual abuse and neglect, and on how to report and seek help. Elementary age programs educate children and parents on safety, good versus bad secrets, personal boundaries, assertiveness, and the "NO, Run, Tell" prevention paradigm, as well as basic self-defense.
13	Project Name	VOICES FOR CHILDREN, COURT APPOINTED SPECIAL ADVOCATES (CASA) PROGRAM 2021
	Target Area	CDBG TARGET AREA(S) City-wide
	Goals Supported	Improve the well-being of persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$30,000
	Description	Voices for Children's (VFC) Court Appointed Special Advocate (CASA) program will address the needs of abused and neglected City of Moreno Valley youth in foster care by providing them with the comprehensive, individualized advocacy of a CASA volunteer in court and throughout the community.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	Voices for Children estimates serving approximately 15 at-risk youth from the city of Moreno Valley.
	Location Description	The CASA program services will be delivered directly to the youth throughout the city of Moreno Valley.
	Planned Activities	Full-time professionals provide the critical staffing support for our CASA Program in Riverside County; Program Director, Recruitment and Training Coordinator, and Advocacy Supervisors. The CDBG grant would partially fund salaries for the staff members directing and supervising the advocacy work of CASAs matched with Moreno Valley foster children. Under the Voices for Children budget structure, it presently costs \$2,000 to recruit, train, and carefully manage a Court Appointed Special Advocacy, or CASA, to provide advocacy for one foster child for a full year. These costs are primarily for the staffing needed to support CASAs' work.
14	Project Name	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY ANTI-DISCRIMINATION SERVICES 2021
	Target Area	CDBG TARGET AREA(S) City-wide
	Goals Supported	Achieve Fair Housing for All
	Needs Addressed	Fair Housing/Housing Discrimination
	Funding	CDBG: \$44,150
	Description	The Fair Housing Council of Riverside County will provide: a full range of fair housing services that promote fair housing rights and obligations through the 3 basic areas of education, training, and enforcement. Services will include providing education and outreach information to the public and providing assistance to victims of housing discrimination.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Fair Housing Council of Riverside County estimates providing Anti-Discrimination Services to 90 low/mod individuals in the City.
	Location Description	Fair Housing Council of Riverside County is available to persons in the City of Moreno Valley.

Attachment: FY 2021/22 Annual Action Plan - Draft (4248 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS)

	Planned Activities	Fair Housing Discrimination Services: The Fair Housing Council will investigate claims of housing discrimination and assist victims of discrimination. The Council will also provide education and outreach workshops and presentations.
15	Project Name	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY LANDLORD/TENANT COUNSELING SERVICES 2021
	Target Area	CDBG TARGET AREA(S) City-wide
	Goals Supported	Achieve Fair Housing for All
	Needs Addressed	Fair Housing/Housing Discrimination
	Funding	CDBG: \$22,075
	Description	The Fair Housing Council of Riverside County will provide: a full range of landlord tenant services that promote fair housing rights and obligations through the 3 basic areas of education, training, and enforcement.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Fair Housing Council of Riverside County estimates providing Landlord/Tenant Counseling Services 3,800 low/mod individuals in the City.
	Location Description	Fair Housing Council of Riverside County is available to persons in the City of Moreno Valley
	Planned Activities	Fair Housing Landlord/Tenant Counseling: The Fair Housing Council will inform tenants and landlords of their legal rights and responsibilities, while providing mediation and enforcement of those rights. The Council will also provide referrals, training, and technical assistance.
16	Project Name	GRID ALTERNATIVES, LOW INCOME SOLAR ENERGY ASSISTANCE PROGRAM 2021
	Target Area	CDBG TARGET AREA(S) City-wide
	Goals Supported	Improve the condition of existing housing stock
	Needs Addressed	Substandard Housing
	Funding	CDBG: \$100,000
	Description	Provide affordable, clean, renewable energy option to low-income homeowners by installing solar electric systems.

	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	Grid Alternatives will provide a clean renewable energy option to approximately 10 low-income homeowners in Moreno Valley.
	Location Description	GRID will provide solar to 10 homeowners throughout the City of Moreno Valley who meet eligibility requirements.
	Planned Activities	Grid Alternatives will install solar electric systems and provide roof repair for 10 low-income homeowners in Moreno Valley, resulting in long-term financial benefits for low-income families; real-world hands on experience for local workers in the field of solar installation; and environmental benefits.
17	Project Name	PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS 2021
	Target Area	CDBG TARGET AREA(S)
	Goals Supported	Public Facilities and Infrastructure
	Needs Addressed	Public Facilities and Infrastructure
	Funding	CDBG: \$1,7,35,476
	Description	This activity will provide pavement rehabilitation for a total of approximately 54 local streets within the City's HUD-CDBG Low/Mod Census Tract areas.
	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	This project will benefit approximately 6,800 individuals.
	Location Description	This project will potentially benefit City residents in the HUD-CDBG Low/Mod Census Tracts: 042505, 042508, 042510, 042511, 042512, 042514, 042516, 042517, 042521, 046800, 048902

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Planned Activities	<p>Pavement rehab consists of the removal of 1.5-inch thick of existing asphalt concrete pavement surface and replacement of new asphalt concrete surface of same thickness for streets that are severely distressed.</p> <p>Rehabilitation also includes localized repairs, crack sealing, and application of slurry seal for streets that are less distressed. The project is to improve and extend the service life of street pavement while enhancing safety and aesthetic appearance of various communities within the CDBG target areas.</p>
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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The CDBG Target Areas consist of census tracts within the City that are qualified as having a population of 51% or more low to moderate income residents. These tracts are located within three of the five City Council Districts.

Since the release of the 2010 US Census information, the City has been re-evaluating its Target Areas. However, the 2010 Census did not collect income information. Subsequently, HUD instructed cities to continue using the available 2000-based dataset until the point which a newer dataset was released. In 2015 new information was made available, and the City re-examined the demographics of each census tract, and formally adjusted and adopted its Target Area Maps in 2017. In February 2019, Notice CPD-19-02 was released to publicize the new Low and Moderate- Income Summary Data (LMISD), based on the 2015 America Community Survey (ACS). Commencing July 1, 2020, the City will formally adjust and adopt its Target Area Maps to reflect most recent data released.

Geographic Distribution

Target Area	Percentage of Funds
CDBG TARGET AREA(S)	40
City-wide	60

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

When determining the geographic locations where Moreno Valley will allocate their investments, City representatives will consider if the activity or program will physically be located within an already designated CDBG Target Area, and in line with whether the program will directly benefit the low-to-moderate income population in that area. Poverty levels will act as a measure of need for an area, providing staff with insight on the state of the population within that area and allow City representative to fund services accordingly. City representative will also take public demand into account, recommendations from other city departments (such as Capital Activities, or the Police Department), reports from CDBG subrecipients which track referrals and measure trends in service levels, recommendations of other local entities like the County partners (the Continuum of Care, Department of Social Services, local Housing Authority, Economic Development Agency) and the local non-profits.

Discussion

Moreno Valley utilizes geographic distribution designations that further describe where the City will focus its programs. An activity can be designated as serving either: (1) 'Citywide", or (2) 'in the CDBG Target Areas'. 'Citywide' is a designation used for programs that offer services to the entire community. Many Public programs provide services to the entire city, the nature of these program

services is often exclusively to serve low-to-moderate income persons (i.e., food banks). If a program is designated for the 'CDBG Target Area' it is confined exclusively to the CDBG Target Area.

In general, CDBG Target Areas typically include older sections of the City where much of the building stock and infrastructure is deteriorated or fails to meet current standards. Many structures are in need of minor or major rehabilitation with some structures in need of extensive reconstruction. The areas lack adequate drainage systems, water lines, street lighting, and street improvements. The current CDBG Target Area Map is included as an attachment or an appendix to this Plan.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City plans to utilize all programs available (whether City, County, State, or Federal) to meet the affordable housing needs of the community. For example, low income households seeking multi-family rental opportunities will be assisted through the City’s HOME and Neighborhood Stabilization (NSP) programs. HOME offers a variety of activities aimed at providing affordable housing opportunities. The NSP works exclusively to rehabilitate foreclosed or vacant properties in the community and convert them into affordable housing opportunities for the qualified low-income families.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	9
Rehab of Existing Units	41
Acquisition of Existing Units	0
Total	50

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

In 2017-18, the City worked with a CHDO partner, Riverside Housing Development Corporation (RHDC), to complete two activities located at 22899 and 22889 Allies Place in a distressed CDBG Target neighborhood. These activities acquired, rehabilitated, and will rent restrict eight (8) affordable units each providing for affordable housing opportunities for the low and very low-income in a severely distressed area of the City. The City of Moreno Valley’s affordable housing portfolio includes 27 different multi-family rental activities expected to provide 1,225 low-and moderate-income families with affordable housing during FY 2020-21. Lastly, through the Housing Authority of the County of Riverside (HACR), the City will also be able to offer its residents affordable housing through the County’s Public Housing programs. HACR administers and manages approximately 1,100 Section 8 properties and 66 Public Housing units in Moreno Valley.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Riverside County (HACR) addresses the public housing needs of the cities within Riverside County. The Public Housing Program is intended to provide decent, safe, and sanitary housing to low and moderate-income families, seniors, and persons with disabilities.

Actions planned during the next year to address the needs to public housing

As of 2016, the Countywide Housing Authority no longer administers a Public Housing Program. The former Public Housing units were converted over to Project Based Voucher units through HUD's Rental Assistance Demonstration (RAD) program. The full conversion to RAD was completed during FY 2016-17, on October 1, 2016. For FY 2020, HUD reported there were approximately 8,500 households who receive housing choice vouchers countywide with approximately 1,000 for Moreno Valley residents who receive Housing Choice Vouchers (or Section 8). All Voucher recipients are below 50% of the area median income and approximately 75% of recipients are below 30% of area median income. The countywide Section 8 waiting list has approximately 68,000 families. The waiting list for Section 8 reopened on July 1, 2015 and is accepting new applications with specific eligibility criteria in place.

Based on the large numbers of families waiting for assistance, the City supports the HACR goal to: expand the supply of assisted housing by applying for additional rental vouchers via annual competitions for the U.S. Department of Housing and Urban Development (HUD) affordable housing funding available to Public Housing Authorities; improve the quality of assisted housing; leverage private or other public funds to create additional housing opportunities; and expand and promote self-sufficiency programs.

The City will actively pursue opportunities for local affordable housing activities as described within this Action Plan as well as non-housing public service programs that contributes to the overall affordable housing needs of the community and ease the financial burden of its struggling, low-income residents. To further collaborate, the City of Moreno Valley will continue to review the Riverside County Agency's Action Plan and monitor the affordable housing needs of the area. The City reviews proposed development sites, the comprehensive plan, and any proposed demolition or disposition of public housing developments.

The Housing Authority has prepared a five-year Strategic Plan and an Annual Plan. The Plans guide the actions of the Housing Authority in addressing the needs of extremely low and very low income families and include goals to increase the supply of affordable housing, promote self-sufficiency and asset development, ensure equal opportunity and affirmatively further fair housing, and in achieving consistency with each jurisdiction's Consolidated Plan. The City will continue to monitor the Housing Authority's Plans and provide input as it pertains to Moreno Valley residents in an effort to increase the

supply of affordable housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Riverside County Housing Authority encourages public housing residents to become more involved in management and to participate in homeownership opportunities through its Public Housing Resident Initiatives (PHRI). The Riverside County Housing Authority seeks to facilitate the successful transition of residents from public housing residency to economic independence and/or from welfare-dependence to increased earning capacity or sustained work. This Initiative builds upon the efforts of the local welfare plan and other self-sufficiency efforts of the Housing Authority and target public housing residents who are receiving welfare assistance. The goals of the PHRI are: reduce welfare dependence by assisting residents in returning to the work force in a job commensurate with their abilities; reduce poverty by assisting residents in increasing their self-sufficiency by enhancing their employment or earning potential; and to increase homeownership among public housing residents. Local partners including public agencies and community-based nonprofits, as well as faith-based organizations provide self-sufficiency services including: job training, employment opportunities, computer instruction, etc.

The Family Self Sufficiency (FSS) Program was established to assist Section 8 residents and enable families to gain economic independence from all governmental assistance. Supportive services offered to participating families include:

- Remedial Education and Classroom Training;
- Employment Training and Placement;
- Counseling/Case Management;
- Credit Counseling and Money Management;
- Child Care
- Transportation

The Housing Authority has also established a “Homeownership Program” (HP). The HP assists eligible participants in the Section 8 program, who are also participants of the Family-Self Sufficiency Program (FSS) by offering a single down payment assistance grant. In order to maximize the use of resources available to home seekers, the Housing Authority program also targets families who take part in the Riverside County Economic Development Agency’s (EDA) First Time Home Buyer Program (FTHB). In combination, the HP/FTHB partnership enables families to realize their dream of becoming homeowners by providing them with financial and other resources that they would not normally have access to.

The Resident Opportunity and Self-Sufficiency Program (ROSS), facilitates the successful transition of residents from public housing residency and/or from welfare-dependence to economic independence. The County has reported that it is completing its final year of program operations of assisting residents at Gloria Street Apartments and the Dracaea Townhomes in public housing communities in Moreno Valley. The Housing Authority indicated that they continued to apply for additional funding and had an

application pending to continue the ROSS program at the Moreno Valley properties for another 3 years.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

Discussion

None

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

One of the City's highest priorities for the use of grant funds is to address the emergency shelter and housing needs of homeless persons. In the coming year, Moreno Valley will continue to dedicate funding toward homeless services. In the coming year, Moreno Valley will continue to dedicate funding toward homeless services. The City will assist homeless persons with emergency vouchers and other critical support funded through partnership with homeless service providers. As well as continue to subsidize affordable housing development that offers long-term affordable housing opportunities. With the added Emergency Solutions Grant (ESG) entitlement funding, Moreno Valley will offer programs that will help quickly house homeless individuals and prevent loss of housing for those at risk of becoming homeless. A "Point-in-Time Count" (PIT) was released in May 2020, regarding homeless persons residing in Riverside County. Conducted by the County's Continuum of Care (CoC), Moreno Valley has estimated 165 unsheltered homeless persons residing within its city limits. The 2021 PIT for the City will be released by the CoC sometime in late May 2021.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In line with the HUD requirements, the City has developed a comprehensive Homeless Strategy that involves reaching out to homeless persons, assessing and addressing their individual emergency/housing needs. To reach these individuals, the City extends CDBG funding to a variety of public service subrecipients who in turn provide the direct services including street outreach, case management, housing search assistance, emergency housing/motel vouchers, food, and counseling. These social service programs are often the primary source for referrals and assistance to homeless persons, and primary contact for unsheltered individuals. The majority of the homeless population will become aware of a program through word of mouth, and seek out services by calling the service provider or traveling to their local office. The City will also provide funds for reporting homelessness assistance through the Riverside County's Homeless Management Information System (HMIS).

During the 2021/22 program year, the City will be providing funding to:

- The Salvation Army- Homeless Outreach (ESG)
- Housing, Homeless Prevention, and Workforce Solutions (HHPWS)

Historically, Riverside County has worked toward dealing with the chronic homeless population for a number of years through the Mental Health Homeless Intervention Team (HIT) program. The HIT Team actively sought out homeless, throughout Riverside County, living on the streets and in unsheltered

locations. The teams focused on areas of high homeless concentration. Support workers are trained to recognize the symptoms of mental illness and substance abuse. Support workers also possess the interpersonal skills necessary to solicit and provide information in a friendly, respectful, non-threatening manner. They are familiar with all community resources that serve the homeless population, both public and private. At a minimum, all homeless persons contacted on the streets are provided with information and referrals to programs relevant to their needs. Once the chronic homeless persons have been identified, and if mentally ill and willing to participate, they are enrolled into a series of programs by the Department of Mental Health.

Additionally, the County of Riverside, along with Continuum of Care partners will make available the "25 Cities" pilot program which aims to assist homeless populations, primarily veterans and the chronically homeless to attain housing through collaboration and communication with its CoC partners. The program features coordinated entry system, a software that stores and displays housing information including vacancies, client personal information, and tracks their individual needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

Addressing the housing needs of the homeless is the primary objective of ESG fund and one of the City's highest priorities for the use of CDBG public service dollars. ESG funding will be allocated to address the emergency shelter and housing needs of homeless persons located in Moreno Valley. The City's ESG program allocation will be used to leverage the homeless prevention efforts originally initiated by CDBG. However, ESG will provide additional funding that will be used to assist, protect, and improve living conditions for the homeless and provide for the following eligible activities:

- Outreach to homeless individuals and families living on the street;
- improve the number and quality of emergency shelters for homeless individuals and families;
- help operate these shelters;
- provide essential services to shelter residents,
- rapidly re-house homeless individuals and families, and
- prevent families/individuals from becoming homeless

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Moreno Valley will be continuing a multi-faceted system that will assist in enhancing efforts for persons and families to transition to permanent housing and independent living through a variety of resources involving the continued partnerships and financial support to local nonprofit service providers and participation and support to the Riverside County Continuum of Care. Additionally, the Riverside

County's Department of Public Social Services (DPSS) is considered the "umbrella" anti-poverty agency for the region. The goal is self-sufficiency accomplished by moving poor families out of poverty. DPSS interacts with needy residents on many levels, and assisting them through childcare, education, employment, training, health and human services, homelessness and housing with available mainstream programs.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Please refer to above.

Discussion

Please refer to above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

As a condition of receiving federal funding for the CDBG and HOME programs, cities must certify that it will affirmatively further fair housing as required by the Fair Housing Act. The Act includes policies that ensure that persons are not denied equal opportunities in connection with housing because of their race, color, national origin, religion, disability, sex, or familial status. In compliance, prior to the start of each Consolidated Plan period, Moreno Valley prepares an Analysis of Impediments (AI) to Fair Housing Choice Report. As part of the report, the City of Moreno Valley is required to:

1. Conduct an analysis to identify impediments to fair housing choice within the jurisdiction;
2. Take appropriate actions to overcome the effects of any impediments identified through that analysis; and Maintain records reflecting the analysis and actions in this regard. The AI is a review of impediments or barriers that affect the rights of fair housing choice and serves as a basis for fair housing planning. It provides detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates to assist in building public support for fair housing efforts. Moreno Valley's latest AI is effective from 2016-2020 [To be updated]. Data contained in the AI report is a synthesis of the most recent US Census Data, information collected by the Fair Housing Council of Riverside County (FHCRC), and a series of community meetings. In addition, the City in partnership with the FHCRC published an online survey to solicit additional community input regarding fair housing issues.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

For FY 2021-22, the City has identified barriers to affordable housing both in the public and the private sectors. Moreno Valley plans to address each specific barrier as follows:

Public Sector Actions:

1. The City should prepare a Hate Crime Victims Resource Directory. When the directory is deemed complete, it should be transmitted to the Police Department to use as a referral resource.

Private Sector Actions:

1. The City and Fair Housing Council of Riverside County, Inc. will continue to offer to its residents fair housing services. The Fair Housing Council will post on its website, a page where residents can put their fair housing questions.
2. The City and Fair Housing will arrange a meeting with IVAR's Fair Housing Committee, to explore fair housing topics.
3. The Fair Housing Council - as part of its home buyer counseling services – will provide examples of how to detect “steering” during the home search process and how to detect “loan steering.” The Fair Housing Council will offer information to renters attending workshops on how to detect steering

behavior by resident property managers.

4. The Fair Housing Council will add “how to read an appraisal report” to its homebuyer counseling services.

5. The City and Fair Housing Council will annually monitor the HMDA data to establish long-term trends in loan denial rates. The City and Fair Housing Council will maintain an inventory of FHA and low down payment financed homes and notices of default. The Fair Housing Council will contact the borrowers in default and inform them of default and foreclosure counseling services available to homeowners at risk of losing their homes.

6. The City and Fair Housing Council will add “homeowner's insurance” and “CLUE Reports” to its homebuyer counseling services. The Fair Housing Council will provide educational services to home buyers and borrowers, so they understand the impact of CLUE Reports and can compare homeowner’s premium rates.

7. The Fair Housing Council will update the list of the names and e-mail addresses of the resident apartment managers. The City and Fair Housing Council will arrange an information session between the fair housing counselors and resident managers to exchange insights on a variety of fair housing issues. The City and Fair Housing Council will continue to inform resident managers by transmitting information to their e-mail and/or physical address.

8. The City and Fair Housing Council will continue outreach to resident apartment managers on the topic of reasonable accommodations and modifications through training sessions, workshops, correspondence, and other means. As new information becomes available, the City and Fair Housing Council will transmit it to resident apartment managers.

Discussion:

The AI is a review of impediments to fair housing choice in the public and private sector. The AI involves:

- A comprehensive review of State or Entitlement jurisdiction's laws, regulations, and administrative policies, procedures, and practices;
- An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;
- An assessment of conditions, both public and private, affecting fair housing choice for all protected classes; and
- An assessment of the availability of affordable, accessible housing in a range of unit sizes.

Impediments to fair housing choice are:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices;
- Any actions, omissions, or decisions that have the effect of restricting housing choices of the availability of housing choices on the basis of the same.
- Availability of housing choices based on the same.

Pursuant to the Fair Housing Act, HUD has long directed program participants to undertake an assessment of Fair Housing issues, previously under the Analysis of impediments approach. However, per the Affirmatively Furthering Fair Housing (AFFH) rule, to take the new Assessment of Fair Housing Approach. During 2019-20, the City has begun and shall continue the process of reanalyzing its fair

housing action plan based on the new requirements.

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AP-85 Other Actions – 91.220(k)

Introduction:

Following is a summary of critical components of 'other' necessary actions for the upcoming Consolidated Plan year, including how the City plans to overcome obstacles to meeting underserved needs, create plans to foster and maintain affordable housing, plans to reduce lead based paint hazards, to reduce the number of poverty-level families, develop institutional structure, and actions planned to enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle in meeting the needs of the communities underserved (low income families, seniors, homeless, etc.) is the lack of funding available to local public and private agencies. The economic downturn resulted in a decline in federal funding and the elimination of Redevelopment agencies and the associated tax increment/housing set-aside funding. It has also resulted in a decline in funding donations to local non-profits. This loss in revenue has not been fully overcome; however, staff can take the following actions in efforts to still effectively address the needs of the City's underserved:

- Continue to establish partnerships with other agencies in order to better prioritize and utilize resources, Conduct more detailed research and citizen participation each year in order to more effectively prioritize the needs of the underserved, Seek out additional resources and apply for grants where there are opportunities, Formally adjust the programs Objectives and Policies to reflect the updated prioritization, Allocate accordingly; even if it means shifting away from what's been historically funded, Create new programs/temporary emergency programs to address urgent issues, Work hand in hand with subrecipients to adjust budgets, services, and restructure programs to better fit the needs of the underserved.

Actions planned to foster and maintain affordable housing

Homeownership opportunities for the low-income households was made available through the City's Single Family Residential Acquisition, Rehabilitated, and Resale (SFR-ARR) component of the Neighborhood Stabilization Program. To date, over 91 affordable single-family units were rehabilitated for qualified lower-income families. The City of Moreno Valley's affordable housing portfolio includes 27 different multi-family rental activities expected to provide 1,335 low and moderate-income families with affordable housing during FY 2021-22. Lastly, through the Housing Authority of the County of Riverside (HACR), the City will also be able to offer its residents affordable housing through the County's Public Housing programs. HACR administers and manages approximately 86 Section 8 properties in Moreno

Valley.

Actions planned to reduce lead-based paint hazards

City Housing Programs

Due to funding cuts, the City had temporarily discontinued three of its consumer loan programs that were impacted by the requirements of lead-based paint disclosure. However, Moreno Valley was able to reinstate the Mobile Home Repair Program and add the Single Family Home Repair program. Habitat for Humanity, Riverside applied for and has been contracted to administer these HOME funded program. All homeowners participating in this grant program receive a copy of the "Protect Your Family from Lead in Your Home," a lead-based paint disclosure booklet, and are asked to sign an acknowledgment that is included in the loan application. If the unit was constructed after 1978, an exemption form is prepared and placed to file. If the home was constructed prior to 1978, Envirocare Consulting, Inc. is subcontracted to provide a lead-based paint inspection and risk assessment of the property. If the property is found to contain lead-based paint, mitigation measures are incorporated as a part of the revitalization work.

Countywide Lead Hazard Control Program

While the City of Moreno Valley does not currently have a stand-alone lead prevention program, the City will continue to work closely with the County of Riverside to address these issues. The County has adopted a regional strategy to control lead hazards. The County's strategy thoroughly spells out the control methods used once lead based paint hazards have been identified. It also describes its typical public outreach efforts which include: the distribution of bilingual educational brochures, public presentations, informational booths at the mall and community events, immunization clinics, testing within Target Areas, use of public media for outreach, as well as a 'Free Testing Program.'

Actions planned to reduce the number of poverty-level families

The City plans to utilize the following programs in order to reduce poverty among its population:

1. City CDBG Public Service Programs, City Emergency Solutions Grant (ESG) Programs; County Public Housing Programs, County ESG Program, County Family-Self Sufficiency Program (FSS), Local Service Providers, CalWORKs program, Riverside County Economic Development Agency & Workforce Development Center, Riverside County Department of Public Social Services and Mental Health and Public Health.

The City has established several goals to reduce poverty among its population:

1. Economic Development and Job Creation/Retention. The City's Business and Employment Resource Center (ERC) partners with Riverside County Workforce Development to provide a one-stop job resource center that includes computer/internet access, resume preparation, employment information workshops, a resource library, and veteran's employment services. The City began a job training program in 2007 to train youth (18-22 years old) in the manufacturing and logistic industry. The

provision of the job training is seen as a critical component to encouraging economic self-sufficiency. In 2021, the ERC was upgraded to a full-service America's Job Center of California (AJCC) office. During the term of the Consolidated Plan it is anticipated that employment training opportunities will be expanded to include adults from older age groups.

2. Housing Programs. The City plans to offer programs in its strategy to produce and preserve affordable housing. The implementation of City programs including the Solar-Energy Assistance Program and the Mobile Home and Single Family Home Repair Programs will assist in maintaining livable conditions for lower income persons. In addition, the City will continue to partner with Community Housing Development Organization (CHDO) such as Mary Erickson Housing Corporation (MEHC). Mary Erickson Housing Corporation will assist in the development of new single-family houses for very low-income persons. The partnership with MEHC will be utilized to continue acquisition and rehabilitation of affordable rental housing units for low and very low-income households. The development of additional senior housing is also anticipated during the term of the Strategic Plan. The City will also continue to explore relationships with for profit and non-profit and non-profit housing developers to increase the supply of affordable multi-family housing units.

3. Public Service Providers. The City will continue to provide grant funding to various public service providers to assist low income individuals and households, special needs populations, and the homeless population with access to critical services. These programs provide City residents opportunities to utilize programs at little or no cost, thereby reducing financial burdens.

4. Coordination Efforts. The City's goal is to continue to collaborate with governmental and other social service agencies to assure the effective delivery of such services to low-income individuals. One example is the Riverside County Continuum of Care. The Continuum of Care group consists of several local non-profit agencies along with governmental agencies, such as the City of Moreno Valley, who meet periodically to share information, coordinate efforts to assist homeless persons and plan future activities. While the City's ability to directly reduce the number of households with incomes below the poverty line is limited, by utilizing multiple programs and working with county, private and non-profit agencies, the City will endeavor to reduce the number of households with incomes below the poverty line.

Actions planned to develop institutional structure

The City of Moreno Valley benefits from a solid institutional structure and relationships with various local public and private agencies. In FY 2021-22, City representative plans to collaborate with various agencies in order to administer its programs. The City will continue to work at strengthening its dialogue with Riverside County agencies such as the Departments of Mental Health and Public Social Services, specifically to address regional homeless issues, therefore, staff will continue to serve on the Continuum of Care Consortium which provides opportunities to work with local public and non-profit agencies. The City will maintain open dialogue with the Riverside County Housing Authority and focus on the use of resident initiatives in public housing. The City helped form a Non-Profit Coalition in efforts to increase collaboration amongst service providers and better meet the needs of the community and shall continue to support their efforts. The City will remain a member of the March Joint Powers Authority, created for

the repurposing of the March Air Reserve Base. Additionally, the City will continue to coordinate with all of the local Chambers of Commerce, as well as administer the Business Roundtables, and Nonprofit Roundtables which encourages communication with professionals from a variety of industries including health care, transportation, education, and other local businesses.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's goal is to continue to establish collaborative relationships between governmental and social service agencies to assure the effective delivery of services to low-income individuals by maintaining open communication with sub-recipients and other consolidated planning partners; Utilizing technology to share, distribute information, foster and maintain constant contact with community planning partners; and Recommending and participating in committees aimed at filling gaps where they exist.

Discussion:

Each of the issues listed above have also been addressed in greater detail within the City's 2018-2023 Consolidated Plan to provide strategies for addressing housing, homelessness, special needs and community and economic development activities in the City.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

This section addresses the "program specific requirements" as they apply to CDBG, HOME, and ESG.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	
Program Years 2018 to 2021	70.00%

HOME Investment Partnerships Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Not applicable. The City does not plan to use HOME funding for activities other than those spelled

Annual Action Plan 2021	67
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out in 24 CFR 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City normally engages in HOME funded rehabilitation and rental activities not homebuyer activities. However, when homeownership programs were developed under the NSP 3 program, leveraged with HOME, the City ensured that Resale or Recapture Requirements were integrated directly into the Affordable Housing Agreement with the development partner. The requirements were delineated within the Conditions, Covenants, and Restrictions (CC&R) in detail and in accordance with 92.254.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City does not plan to engage in HOME funded acquisition of single family units as described in 24 CFR 92.254(a)(4); however, if acquisition activities were to develop, the City would need to ensure that the Resale or Recapture requirement as listed in the HUD CPD Notice 12-003 (issued in January 2012) and the HOME Final Rule are applied.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City has no plans to refinance existing debt secured by multifamily housing rehabilitated with HOME funds during the upcoming program year FY 2020-2021.

Emergency Solutions Grants Program (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City of Moreno Valley has been coordinating with members of the County's Continuum of Care to create consistent written standards that would be effective regionally. The standards have been completed. Per grant requirements, the ESG standards include:

1. Standard policies and procedures for evaluating individuals for evaluating individuals and family's eligibility for assistance under ESG
2. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will

receive rapid re-housing assistance

3. Policies and procedures for coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers and mainstream service and housing providers
 4. Standards for determining the share of rent and utilities cost that each program participant must pay, if any, while receiving homeless prevention and rapid re-housing assistance
 5. Standards for determining how long a program participant will be provided with rental assistance and whether the amount of that assistance will adjust over time
 6. Standards for determining the type amount, and duration of housing stabilization and/or relocation services to provide a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receives assistance, or the maximum number of times the program participant may receive assistance.
2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The McKinney-Veto Homeless Assistance Act requires that communities operate a Continuum of Care (CoC) program designed to assist homeless persons with housing and/or services with the goal of long term stability. Riverside County's Department of Public Social Services (DPSS) has been the lead agency in coordinating the areas CoC including securing membership and ensuring that CoC's various legal responsibilities are met. Current members include the County, various entitlement cities, non-profit/service providers, homeless persons, and members of the public. As a collaborative, the group must assess the needs of the areas homeless and affordable housing needs then develop a regional plan to address them. They also promote a community-wide commitment to ending homelessness, provide for funding for local efforts to address homelessness, and promote effective use of mainstream programs, including designing and operating a software system called the Homeless Management Information System (HMIS) intended to minimize duplication of services.

Due to changing demographics, Moreno Valley is now a direct recipient of ESG entitlement funding. Upon notification of award, the City understood that CoC Consultation was an ESG grant requirement. To comply, Moreno Valley consults with the CoC by sharing ESG funding recommendations issued at the City level and requesting feedback from the full CoC membership. For the ESG activities proposed within the 2021-22 Action Plan, staff forwarded the CoC a summary of all applications along with Council recommendations and requesting CoC members provide feedback via e-mail. Although no comments were received [to be updated following PH], the City was prepared to take the feedback into consideration. When ESG was first awarded to the City by HUD, the City and County met with HUD representatives to discuss the mandatory ESG consultation requirements. One of the HUD recommendations from that meeting that is still in effect today are 'ESG Coordination Meetings' held between the County, City of Moreno Valley, and the City of

Riverside. The group's initial goal was to align their respective ESG standards and processes. This has been completed. The group continues to meet on a quarterly basis to share program information and discuss best practices.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The ESG sub-awards proposed as part of this 2021-22 Action Plan were selected via the standard annual application process along with the City's CDBG and HOME programs. The City's competitive process includes required public notifications and issuance of a Notice of Funding Availability (NOFA). In efforts to reach as many applicants as possible the City advertised in local publication of general circulation, online, via social media, and through e-mail blasts to interested parties. Moreno Valley also offered an on-line application workshop aimed at providing program information and application assistance. Applications were due January 29, 2021. The efforts resulted in the City receiving two (2) applications requesting a total \$123,000 across the 2 programs. As part of the application process, in preparation of the Action Plan, the City contracted a third party to collaborate with City Staff as the Technical Review Committee for review of the ESG applications. Each application was reviewed two times, once for completeness and HUD eligibility and once for completion of the City's formal evaluation form. Return applicant's prior performance in terms of meeting their established goals, expenditure and administrative requirements were evaluated with the input of City's grant management staff. The Technical Review Committee's preliminary recommendations were presented to the City Council at a Public Hearing held on April 20, 2021. In line with the City's policies and objectives, the final project selections shall be made by the City Council via final Public Hearings. The Council and the Public reviewed proposed activities via a Public Hearing held on May 4, 2021 and approved the Action Plan.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The homeless requirements under 24 CFR 576.405(a) and 91.220 (1)(4) (iv) indicates that the City's policy making entity must have at least one homeless or formerly homeless individual on its panel. The City contends that it has met the homeless participation requirement via the consultation process with the CoC. The CoC has a member who is formally homeless and an active participant.

5. Describe performance standards for evaluating ESG.

The City shall work with the one (1) ESG subrecipient to form the appropriate performance standards customized for the specific ESG activity being carried out. These agreed upon standards will need to be consistent with ESG regulations, City's 2018-2023 Consolidated Plan, and the adopted ESG written standards. The ESG performance standards shall be included in the

subrecipient’s 2021-22 grant agreement. Because ESG is a newer program for Moreno Valley, the City fully expects that the performance standards will evolve over time. For now, the City shall continue to consult with the CoC members to discuss the ESG program including performance standards.

DRAFT

Attachments

DRAFT

Citizen Participation Comments

[To be added / updated prior to May 4th Public Hearing]

DRAFT

Attachment: FY 2021/22 Annual Action Plan - Draft (4248 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS)

Public Notices

[To be added / updated prior to May 4th Public Hearing]

DRAFT

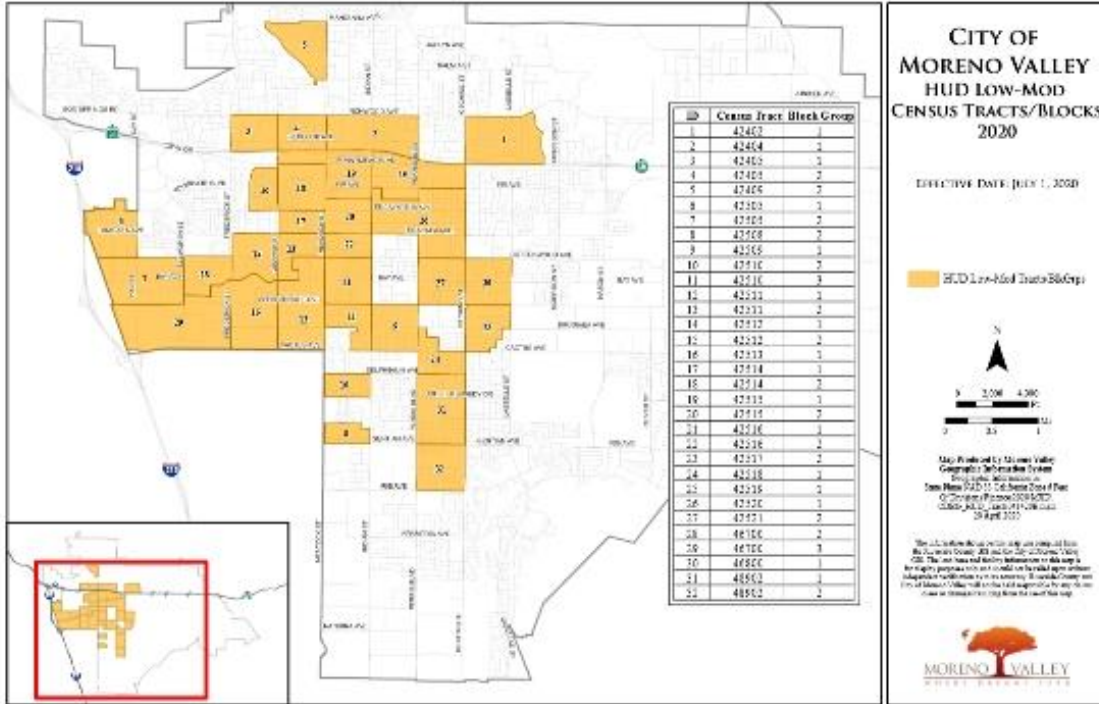
Attachment: FY 2021/22 Annual Action Plan - Draft (4248 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS)

Grantee Unique Appendices

DRAFT

Grantee Unique Appendices

CDBG Census Tract/Blocks Map



Current map as of July 1, 2020: Subject to change

Attachment: FY 2021/22 Annual Action Plan - Draft (4248 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS)

EMERGENCY SOLUTIONS GRANTS PROGRAM WRITTEN STANDARDS

[To be added / updated prior to May 4th Public Hearing]

DRAFT

Attachment: FY 2021/22 Annual Action Plan - Draft (4248 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS)

Grantee SF-424's and Certification(s)

[To be added / updated following May 4th Public Hearing]

DRAFT

Attachment: FY 2021/22 Annual Action Plan - Draft (4248 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS)

Legal Notice

098-044 VAL VERDE USD
 ITEM 4048
 318081021
 MONTOYA, JAMILL TRUSTEE
 \$3,287.00
 ITEM 4049
 318081022
 \$2,829.00
 ITEM 4050
 318150021
 RODRIGUEZ, JOSE F JR
 21330 OAKWOOD ST PERRIS CA 92570
 \$4,418.00
 ITEM 4051
 318221026
 MENDOZA, PALOMA
 JERALDINE & VALENCIA, CAS
 SANDRA
 20480 LEE RD PERRIS CA 92570
 \$21,437.00
 ITEM 4053
 318240075
 JONES, ELTON JR & THOMPSON
 MABLE & JONES HENRY &
 JONES ELTON SR & BAKER
 MARK & JONES HATTIE
 20506 OLD ELSINORE RD PERRIS
 CA 92570
 \$12,972.00

098-055 VAL VERDE USD
 ITEM 4047
 317140036
 DELFIS, JINESA M & POWERS,
 CHRISTOPHER J
 23455 CAJALCO RD PERRIS CA
 92570
 \$10,854.00

098-110 VAL VERDE USD
 ITEM 4044
 314060049
 MONTOYA, JAMMIL TRUSTEE
 \$4,258.00
 ITEM 4046
 315020024
 CORONADO, TERESA R
 20086 MARKHAM ST PERRIS CA
 92570
 \$16,941.00
 ITEM 4055
 319081010
 LILLY, CHARLIE & PORTER
 20191 HUNTER ST PERRIS CA
 92570
 \$11,996.00

098-112 VAL VERDE USD
 ITEM 4045
 314200010
 CUSTA, LINDA M
 22738 REDWOOD DR PERRIS CA
 92570
 \$12,513.00

098-115 VAL VERDE USD
 ITEM 4038
 295292040
 BARNWELL DORRIS M & PAULK
 ESTON
 \$3,424.00

I certify under penalty of perjury that the foregoing is true and correct.
 Dated this 1st day of April, 2021
 Matthew Jennings
 Treasurer-Tax Collector of Riverside County, CA
 Published in The Press Enterprise on 04/1/21, 04/08/21 & 04/15/21

NOTICE OF PETITION TO ADMINISTER ESTATE OF: REVIS EARL FREDERICK CASE NUMBER: PRRI2100487
 To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of: REVIS EARL FREDERICK
 A Petition for Probate has been filed by: Rhonda Day in the Superior Court of California, County of: Riverside
 The Petition for Probate requests that: Rhonda Day be appointed as personal representative to administer the estate of the decedent.
 The petition requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.
A hearing on the petition will be held in this court as follows:
 Date: 5-18-2021
 Time: 8:30 am Dept.: 11
 Address of court: 4050 Main Street, Riverside, CA 92501.
 The courthouse is temporarily closed. This hearing must be attended by telephone:
 • Call 1-844-621-3956 (TOLL FREE) or 1-213-306-3065 and enter meeting number: 804837437, or
 • Visit <https://riversidecourts.webex.com/meet/hchdept11webex>, type in your name and click join meeting.
 • It is important to call in promptly, otherwise, there may be a delay before you are able to speak during the hearing.
 If you object to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.
 If you are a creditor or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code.
Other California Statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California Law.
 You may examine the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk.
 Attorney for Petitioner:
 Melissa E. Reilly
 26820 Cherry Hills Blvd., Suite 1
 Sun City, Ca. 92586 951-672-3882
 Press-Enterprise: 3/26, 4/01, 4/02

**CITY OF MORENO VALLEY
 NOTICE OF PUBLIC COMMENT PERIOD
 NOTICE OF PUBLIC HEARING
 PROPOSED ANNUAL ACTION PLAN (FY 2021-2022)**

As a recipient of Community Development Block Grant (CDBG), Emergency Solutions Grants Program (ESG), and HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD), the City of Moreno Valley (City) is required to complete an FY 2021-2022 Annual Action Plan (Annual Action Plan) as part of its 2018-2023 Consolidated Plan. The Consolidated Plan is a five-year planning document that addresses the housing and community development needs of the City. The Consolidated Plan is carried out through annual action plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

The Annual Action Plan, covering activity from July 1, 2021 through June 30, 2022, will be available for public review and comment from April 1, 2021 through May 4, 2021. Public comments will only be received during the thirty (30) day comment period. Comments must be received no later than 5:00 p.m. on May 4, 2021 but will also be accepted at the **Public Hearing to be held on Tuesday, May 4, 2021 at 6:00 p.m. via Zoom.** Instructions for using Zoom can be found at <http://www.moval.org/social/zoom.html>.

Upon completion of the comment period, the Annual Action Plan will be revised to include a summary of public comments received and responses to those comments. All comments will be incorporated as addendums and will be forwarded to HUD.

To view the Annual Action Plan in its entirety, please visit the City's website at www.moval.org and click on Departments/Financial & Management Services and under the Grants & Programs option click on the Grants Monitoring and Administration link and choose the Grant Reports tab. Comments must be submitted to the Financial Operations Division. Contact information is listed below.

**CITY OF MORENO VALLEY
 FINANCIAL AND MANAGEMENT SERVICES DEPARTMENT
 FINANCIAL OPERATIONS DIVISION
 14177 FREDERICK STREET
 MORENO VALLEY, CA 92552
grantsadmin@moval.org
 (951) 413-3450**

Upon request, this news release 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 these activities should direct such requests to James Verdugo, ADA Coordinator, at (951) 413-3120 at least 72 hours before the activity. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility and participation.
 Press-Enterprise: 4/01

Legal Notice

GOVERNMENT ACTIONS & THE NEWSPAPER ROLE

Throughout our nation's history, government agencies have been required to alert citizens of certain government activities that may impact a local community, providing citizens with an opportunity to stay informed and take action when necessary. Newspapers have long partnered with government agencies by publishing public notices, enabling the government to be fully transparent and accountable to citizen taxpayers.

Publishing public notices in newspapers informs a wide audience in a local community of a government agency's action; reaching citizens that are passive information seekers. Publishing public notices through the local newspaper also serves an important audit role as the newspaper acts as an independent third party able to legally verify that the government agency has given the public notice.

Take a moment and look through the public notices. You may be surprised by what you will learn.

Legal Notice

NOTICE INVITING BIDS

Notice is hereby given that Ontario-Montclair School District Purchasing Department, will receive sealed bids for the award of contract C-190-335 for the purchase of "Ford Trucks" up to but not later than **10:00 a.m. on Tuesday, April 27, 2021**.

Bids shall be delivered in sealed envelopes marked "**Chevrolet Trucks - Bid C-201-387**" to the office of:

Angie Redelsperger
 Director, Purchasing
 ONTARIO-MONTCLAIR SCHOOL DISTRICT
 950 West D Street
 Ontario, CA 91762

prior to the above deadline. Bids will be publicly opened at **10:00 a.m. on Tuesday, April 27, 2021** at the above location.

Each bid must conform and be responsive to the bid documents, copies of which may be obtained by calling or writing:

Angie Redelsperger
 Director, Purchasing
 ONTARIO-MONTCLAIR SCHOOL DISTRICT
 950 West D Street
 Ontario, CA 91762
 Phone: (909) 418-6473

OMSD reserves the right to reject any or all bids or parts thereof, to be the sole judge of the merits and qualifications of all bids to waive any informality in a bid, not necessarily accept the lowest of any offered and extend the bidding period.

Publish: April 1 and 8, 2021
 Inland Valley Daily Bulletin Ad#11452378

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THE SUN
 INLAND VALLEY DAILY BULLETIN
 THE PRESS-ENTERPRISE

Val Verde Unified School District RFP# 2021-2022-01

**NOTICE CALLING FOR PROPOSALS
 RFP# 2021/2022-01**

NOTICE IS HEREBY GIVEN that the Val Verde Unified School District of Riverside County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than **11:00 o'clock a.m. on Thursday, April 15, 2021**, sealed RFPs for the award of a contract for "Branded Pizza Products - Ready to Serve".

Each RFP shall be submitted on a form obtained at the Food Service Department of said District. RFPs may be mailed via USPS to: 975 W. Morgan St., Perris, CA 92571; or delivered via FedEx, UPS, GLS, or other courier service to 975 W. Morgan St., Perris, CA 92571. RFP's not received in the District by the specified date and time will be returned unopened. It is the sole responsibility of the bidder to see that his RFP is received in proper time at the address noted herein. RFP's will be publicly opened at **11:00 o'clock a.m. on Thursday, April 15, 2021**, at the Food Services Department Conference Room located at 975 W. Morgan St., Perris, CA 92571.

Each RFP must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the office of the Food Service Buyer at the above address.

The contract will be awarded to the lowest responsive, responsible Proposer based on the criteria noted in the RFP. The Val Verde Unified School District reserves the right to reject any or all RFP's, to accept or reject any one or more items of a RFP, or to waive any irregularities or informalities in the RFPs or in the bidding.

No Proposer may withdraw his RFP for a period of sixty (60) days after the date set for the opening of RFP's.

In the event of identical RFPs, the Governing Board may determine by lot which RFP shall be accepted per Public Contract Code 20117.

Marla Kirkland
 Clerk of the Governing Board
 Val Verde Unified School District

Publication: Riverside Press Enterprise
 Advertising Dates:
 March 25, 2021
 April 1, 2021

**CITY OF MORENO VALLEY
 NOTICE OF PUBLIC HEARING**

TO RECOMMEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG) & HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) PROJECT SELECTIONS FISCAL YEAR 2021/2022

The City Council of the City of Moreno Valley will hold a PUBLIC HEARING to consider proposed project selections for the City's Community Development Block Grant (CDBG), Emergency Solutions Grants Program (ESG), and HOME Investment Partnerships Program (HOME) for FY 2021/22 (Program Year July 1, 2021 through June 30, 2022). The public is invited to participate and provide input on the projects and other community and housing needs. Citizens of the City of Moreno Valley and the general public are encouraged to participate using the Zoom application. Instructions for using Zoom can be found at <http://www.moval.org/social/zoom.html>.

The PUBLIC HEARING will be held on Tuesday, April 20, 2021 at 6:00 p.m.

All persons interested in this matter may call in and be heard at the hearing. Persons of low- and moderate-incomes, disabled, homeless, elderly and members of minority group are particularly encouraged to attend. If unable to attend, comments may be provided by contacting the Financial Operations Division at (951) 413-3450 or e-mailing grantsadmin@moval.org.

Upon request, this invitation public notice 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 these activities should direct such requests to James Verdugo, ADA Coordinator, at (951) 413-3120 at least 72 hours before the activity. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility and participation in this meeting or event.
 Press-Enterprise: 4/01

Legal Notice

CITY OF RIVERSIDE

Request for Bid 7823 - Canyon Crest Drive Bus Stop and Maintenance Improvements From University Avenue to Blaine Street

NOTICE TO BIDDERS

BID DOCUMENTS: To obtain and/or submit bid documents, please visit <https://pbsystem.planetbids.com/portal/39475/portal-home>

QUESTIONS REGARDING BID: Any questions pertaining to this Request for Bid shall be submitted through Planet Bids. Deadline for submittal of bid Request for Information (RFIs) is 04/12/2021 by 3:00pm local time.

ELECTRONIC BIDS DUE: 04/22/2021 before 3:00pm and Opened Publicly online. Press-Enterprise: 3/30 - 4/01

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Attachment: Public Notice - The Press Enterprise Annual Action Plan Public Comment Period (4248 : PUBLIC HEARING TO APPROVE ANNUAL ACTION PLAN-HUD GRANTS)



City of Moreno Valley

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)**

FISCAL YEAR 2021/2022

**APPLICATION REVIEW
AND
FUNDING RECOMMENDATION**

**Public Hearing
May 4, 2021**

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

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I. OVERVIEW

Historically, the City of Moreno Valley (the “City”) has received federal funding on an annual basis from the Department of Housing and Urban Development (HUD) for two formula block grant programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Since Program Year 2013/14, the City has become a direct recipient of Emergency Solutions Grants Program (ESG) funds.

Descriptions of each formula block program (HOME, ESG and CDBG) can be found in Sections II, III, and IV of this report.

The following subsections provide an overview of the Five-Year Consolidated Plan, The Citizen Participation Plan, The Annual Action Plan and the Fiscal Year (FY) 2021/22 Application Process and Review.

The Five-Year Consolidated Plan

Every five years, the City of Moreno Valley prepares a Five-Year Consolidated Plan (ConPlan), which describes community needs, resources, priorities, and proposed activities to be undertaken under certain HUD programs, including, HOME, ESG and CDBG that benefit low and moderate-income households and neighborhoods.

The ConPlan for Program Years 2018/19 through 2022/23, outlines the following goals and strategies:

- Substandard Housing Strategy
- Homelessness Strategy
- Public Facilities and Improvements Strategy
- Public Services Program Strategy
- Housing Discrimination Strategy
- Economic Development Strategy
- Planning and Administration Strategy

The Citizen Participation Plan

The City has developed a Citizen Participation Plan (CPP) as a part of the ConPlan that sets forth the policies and procedures to encourage citizen's participation in the HOME, ESG and CDBG Program planning and implementation processes. This CPP provides the method and process by which the City will encourage citizen participation in the development of its ConPlan.

A copy of the City's Citizen Participation Plan is available for inspection at the Financial & Management Services Department during normal business hours.

The Annual Action Plan

Each year in May, the City of Moreno Valley is required to submit an update to the ConPlan to HUD, referred to as an Annual Action Plan (AAP). The AAP outlines the specific steps that will be taken during the year to address both the community development and housing priorities of the ConPlan. The AAP identifies how the HOME, ESG and CDBG Program funds will be utilized to provide programs and projects that benefit low and moderate-income households and neighborhoods.

A copy of the City's AAP for prior program years is available for inspection at the Financial & Management Services Department during normal business hours and is available on the City's website at www.moval.org.

FY 2021/22 Proposed HOME, ESG and CDBG Objectives and Policies

The City's Objectives for the HOME, ESG and CDBG programs are summarized below (*listed alphabetically*) and additional detail can be found in the application booklet:

- Capital Improvement Activities
- Economic Development Activities
- Health, Safety, and Public Welfare Activities
- Historic Preservation Activities
- Homeless/Homeless Prevention Activities
- Housing and Neighborhood Improvement Activities
- Public Service Activities
 1. Basic Needs Related to Social Services Programs (such as but not limited to emergency food, shelter (homelessness), and utility assistance)
 2. Community Public Safety Programs
 3. Programs offering Low-Cost Transportation
 4. Employment Services/Programs and Job (Skills) Training
 5. Free/Low-Cost programs for School-Aged Youth
 6. Fair Housing Activities
- Slum or Blight Activities

FY 2021/22 Application Process and Review

On December 10, 2020 the City published Notice of Funding Availability (NOFA) for Fiscal Year 2021/22 Application for Funding for HOME, ESG and CDBG. According to the application guidelines, interested parties were informed to submit their completed applications by January 29, 2021, 5:00 pm. Programs and projects seeking funding from the City of Moreno Valley must address one or more of the Community Development Priorities set forth in the Five-Year Consolidated Plan, in addition to meeting all other conditions as summarized in the application booklet. A copy of the application booklet which provided additional information on the City's objectives and policies was made available on the City's website.

The City received twenty (20) eligible applications requesting a total \$6,922,753. This report does not include information from any applications that were incomplete, withdrawn and/or deemed ineligible.

As part of the application process in preparation of the One-Year Action Plan, the City has contracted Willdan Financial Services ("Willdan") to collaborate with City Staff and Officials, as the Technical Review Committee for the HOME, ESG and CDBG application proposals.

The Technical Review Committee's preliminary recommendations were presented at a Public Hearing held on April 20, 2021. At this meeting, the City of Moreno Valley City Council reviewed and considered the proposed project selections. In line with the City's policies and objectives and the Citizen's Participation Plan, the final project selections will be made by the City Council via Public Hearing on May 4, 2021. The Annual Action Plan is scheduled to be submitted to HUD at least 45 days before the beginning of the program year.

The following subsequent sections of this report contain the current proposed project selections for FY 2021/22.

II. Home Investment Partnerships Program (HOME) - \$2,296,754.00

Grant Purpose

The Home Investment Partnerships Program was established by the Title II of the Cranston-Gonzalez National Affordable Housing Act. The objectives of the HOME Program include:

- Expanding the supply of decent and affordable housing; primarily rental housing.
- Strengthening the ability of state and local government to provide adequate supplies of decent, affordable housing.
- Providing financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing.
- Extending partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

Funding

Estimated Fiscal Year 2021/2022 Allocation	HOME
Planning and Administration Cap (10% of annual grant)	\$66,975.40
Mandatory CHDO set-aside (15% of annual grant)	100,463.10
Available for Other Activities	502,315.50
TOTAL Approved Allocation *	\$669,754.00
TOTAL Estimated Uncommitted Prior Year HOME Funds **	\$1,627,000.00
TOTAL Estimated Available for Funding	\$2,296,754.00

* Preliminary allocation provided by HUD in March 2021.

** Estimate is based on prior year uncommitted funds, including CHDO set aside.

Applications

The City received three (3) HOME applications requesting a total of \$3,084,716.00 in HOME funding exceeding the estimated available for funding by over \$854,937.00.

Recommendations

Applications were evaluated according to the required criteria.

**City of Moreno Valley
Fiscal Year 2021/22
Application Review
HOME Investment Partnerships Program (HOME)**

App. No.	Applicant	Program	Funding	Funding Type	City Priority	FY 20-21 Funding	Funding Requested FY 21-22	Funding Recommended FY 21-22
N/A	The City of Moreno Valley	Planning and Administration	HOME	HOME	N/A	\$69,223	\$66,754	\$66,754
1	Habitat for Humanity Riverside	Mobile Home Repair Program	HOME	HOME	Housing and Neighborhood Improvement Activities	\$0	\$225,000	\$85,000
2	Habitat for Humanity Riverside	Critical Home Repair Program	HOME	HOME	Housing and Neighborhood Improvement Activities	\$0	\$395,000	\$145,000
3	*Mary Erickson Community Housing	Eucalyptus Single Family Homes for Sale to 80% AMI, preference for US Veterans	HOME	HOME	Housing and Neighborhood Improvement Activities	\$0	\$2,464,716	\$2,000,000
Totals						\$69,223	\$3,151,470	\$2,296,754

*Note: Mary Erickson was previously awarded \$669,952 in FY 2019/20 towards an affordable housing project. Since the site location and size of development plan changed location and quantity, this request is replacement of the prior year project.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations

III. Emergency Solutions Grants Program (ESG) - \$173,604.00

Grant Purpose

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants Program. The City has received ESG program grant funds for 8 years. The decision to apply the American Community Survey (ACS) data to calculate HUD allocations made Moreno Valley eligible to receive ESG funds.

The ESG program is issued to assist, protect, and improve living conditions for the homeless. The program provides funding to:

- Engage homeless individuals and families living on the street;
- Improve the number and quality of emergency shelters for homeless individuals and families;
- Help operate these shelters and provide essential services to shelter residents;
- Rapidly re-house and provide essential services to shelter residents,
- Prevent families/individuals from becoming homeless and provide essential services to those at risk of homelessness.

Funding

Estimated Fiscal Year 2021/2022 Allocation	ESG
Planning and Administration Cap (7.5% of annual grant)	\$13,020.30
Available for Other Activities	160,583.70
TOTAL Approved Allocation *	\$173,604.00

* Preliminary allocation provided by HUD in March 2021.

Applications

The City received one (2) ESG applications requesting a total of \$123,000.00 in ESG funding, leaving an unapplied for allocation of \$37,583.70.

Recommendations

Application was evaluated according to the required criteria.

**City of Moreno Valley
Fiscal Year 2021/22
Application Review
Emergency Solutions Grants Program (ESG)**

App. No.	Applicant	Program	Funding	Funding Type	City Priority	FY 20-21 Funding	Funding Requested FY 21-22	Funding Recommended FY 21-22
N/A	The City of Moreno Valley	Planning and Administration	ESG	N/A	N/A	\$13,720	\$13,020	\$13,020
4	The Salvation Army	Homeless Outreach	ESG	N/A	Homeless/Homeless Prevention Activities	\$80,000	\$90,000	\$90,000
5	Housing, Homelessness Prevention, and Workforce Solutions (HHPWS)	Homeless Management Information System (HMIS)	ESG	N/A	HMIS	\$5,000	\$33,000	\$33,000
Totals						\$98,720	\$136,020	\$136,020

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations

IV. Community Development Block Grant (CDBG) - \$2,541,116.00

Grant Purpose

The Community Development Block Grant (CDBG) Program is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate income.

The CDBG objective is to be achieved in two ways:

First, a grantee can only use funds to assist eligible activities that meet one of three national objectives of the program:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and/or blight,
- Meet community development needs having a particular urgency.

Second, at least 70 percent of funds must be spent (over a period of up to 3 years) for activities that address the national objective of benefiting low- and moderate-income persons.

Funding and Limitations

Estimated Fiscal Year 2021/2022 Allocation	CDBG
Planning and Administration Cap (20% of annual grant)	\$403,223.00
Public Services Cap (15% of annual grant)	302,417.00
Available for Other Activities (65% of annual grant)	1,310,476.00
TOTAL Approved Allocation *	\$2,016,116.00
TOTAL Estimated Uncommitted Prior Year(s) CDBG Funds**	\$525,000.00
TOTAL Estimated Available for Funding	\$2,541,116.00

*Preliminary allocation based on HUD FY 2020-21 award.

** The City may utilize prior-year uncommitted funds towards non-public service activities.

CDBG Public Service – Limited to 15%

The City's Public Service priority ranking as approved by the Council is recapped below:

Priority 1: Basic Needs Related Social Services Programs (such as but not limited to emergency food and shelter (homelessness), abused children advocacy, and utility assistance)

Priority 2: Community Public Safety Programs

Priority 3: Programs offering Low-Cost Transportation

Priority 4: Employment Services/Programs and Job (Skills) Training

Priority 5: Free/Low-Cost programs for School-Aged Youth

Priority 6: Fair Housing Activities

According to the CDBG regulations, the amount of CDBG funds obligated within a program year to support public service activities may not exceed 15% of the annual program allocation. As a result, the City's Public Service projects for program year 2021/22 is limited to **\$302,417.00**.

There were a total of eleven (11) public service applications received totaling \$431,747.00 exceeding the estimated available for funding by \$129,330.00.

**City of Moreno Valley
Fiscal Year 2021/22
Application Review
Community Development Block Grant (CDBG)
Public Service**

App. No.	Applicant	Program	Funding	Funding Type	City Priority	Public Service Priority	FY 20-21 Funding	Funding Requested FY 21-22	Funding Recommended FY 21-22
(1) Public Service - Basic Needs									
6	Family Service Association	Senior Nutrition Program	CDBG	Public Service (Senior Services)	Public Service	(1) Basic Needs (Case Management for Food Program)	\$20,000	\$20,000	\$20,000
7	Operation Safe House, Inc.	Emergency Shelter for Runaway Youth	CDBG	Public Service (Homelessness Services)	Public Service	(1) Basic Needs (Homelessness Services)	\$15,000	\$15,000	\$15,000
(2) Public Service - Community Public Safety Programs									
8	Moreno Valley Police Department	Community Betterment Through CDBG Funding and Problem Oriented Policing	CDBG	Public Service (Crime Awareness/Prevention)	Public Service	(2) Community Public Safety Programs	\$72,118	\$80,805	\$71,192
(3) Public Service - Low Cost Transportation									
9	Friends of Moreno Valley Senior Center, Inc.	MoVan Senior Transportation Program	CDBG	Public Service (Senior Services)	Public Service	(3) Low-Cost Transportation	\$60,000	\$60,000	\$60,000
(4) Public Service - Employment Services/Programs and Job (Skills) Training									
10	United Way of the Inland Valleys	MoVal Employment Project (MVEP)	CDBG	Public Service (Employment Training)	Public Service	(4) Employment Services/Programs and Job (Skills) Training	\$0	\$100,797	\$0

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations

App. No.	Applicant	Program	Funding	Funding Type	City Priority	Public Service Priority	FY 20-21 Funding	Funding Requested FY 21-22	Funding Recommended FY 21-22
(5) Public Service - Free/Low-Cost Programs for School-Aged Youth									
11	Assistance League of Riverside	Operation School Bell Program	CDBG	Public Service (Youth Services)	Public Service	(5) Free/Low-Cost programs for School-Aged Youth	\$15,000	\$25,000	\$25,000
12	Rising Stars Business Academy	Youth Job Training & Career Development	CDBG	Public Service (Youth Services)	Public Service	(5) Free/Low-Cost programs for School-Aged Youth	\$0	\$18,920	\$0
13	Riverside Area Rape Crisis Center	Child Abuse Prevention Program	CDBG	Public Service (Services for Abused and Neglected Children)	Public Service	(5) Free/Low-Cost programs for School-Aged Youth	\$15,000	\$15,000	\$15,000
14	Voices for Children	Court Appointed Special Advocate (CASA) Program	CDBG	Public Service (Services for Abused and Neglected Children)	Public Service	(5) Free/Low-Cost programs for School-Aged Youth	\$30,000	\$30,000	\$30,000
(6) Public Service - Fair Housing Activities									
15	Fair Housing Council of Riverside County, Inc	Landlord/Tenant Counseling	CDBG	Public Service (Fair Housing Activities)	Public Service	(6) Fair Housing	\$21,075	\$22,075	\$22,075
16	Fair Housing Council of Riverside County, Inc.	Fair Housing Discrimination Services	CDBG	Public Service (Fair Housing Activities)	Public Service	(6) Fair Housing	\$42,150	\$44,150	\$44,150
Subtotal Public Service Activities							\$290,343	\$431,747	\$302,417

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations

CDBG Other Activities - 65% (Remaining Allocation)

After taking into account the limitations for CDBG Administration and Public Service Activities, the remaining allocation available to fund other activities was \$1,835,476.00, including \$525,000.00 of uncommitted prior year CDBG funds. There was a total of four (4) applications received for other activities, totaling \$3,283,290.00. The total requests exceeded the Fiscal Year 2021/22 estimated available for funding by over \$1,447,814.00.

**City of Moreno Valley
Fiscal Year 2021/22
Application Review
Community Development Block Grant (CDBG)
Other-65% Funding**

App. No.	Applicant	Program	Funding	Funding Type	City Priority	FY 20-21 Funding	Funding Requested FY 21-22	Funding Recommended FY 21-22
Housing and Neighborhood Improvement Activities								
17	GRID Alternatives	City of MV Low-Income Solar Energy Assistance Program	CDBG	Rehabilitation: Single Unit Residential	Housing and Neighborhood Improvement Activities	\$100,000	\$100,000	\$100,000
18	The Salvation Army	Neighborhood Clean Up / Homeless 2 Work Program	CDBG	Interim Assistance	Housing and Neighborhood Improvement Activities	\$30,000	\$30,000	\$0
Capital Improvements								
19	City of Moreno Valley - CPD - QN1	Pavement Rehab for Various Local Streets (CDBG FY 21-22)	CDBG	Public Facilities and Improvements	Capital Improvements	\$1,453,156	\$2,150,000	\$1,735,476
20	Family Service Association - Capital Improvement	Ironwood Child Development Center	CDBG	Public Facilities and Improvements	Capital Improvements	\$0	\$1,003,290	\$0
					Subtotal Other Activities	\$1,583,156	\$3,283,290	\$1,835,476
Program Administration								
N/A	The City of Moreno Valley	Planning and Administration	CDBG	Program Administration	N/A	\$406,862	\$403,223	\$403,223
					Total CDBG Activities	\$2,280,361	\$4,118,260	\$2,541,116

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations

V. Fiscal Year 2021/22 Applicants Program Descriptions

Applicant's Program Descriptions for each application, as submitted by the applicants, can be found in the subsequent pages.

City of Moreno Valley
Fiscal Year 2021/22
HOME Investment Partnerships Program (HOME)
Applicant Program Description

Application Number: 1
Funding: HOME

Applicant: Habitat for Humanity Riverside (HFHR)
Program: Mobile Home Repair Program

FY 21/22 Recommended Funding: **\$85,000**

Requested Funding Amount: **\$225,000**
Total # Person/Unit Served: 48 Persons / 12 Units
MV # Person/Unit Served: 48 Persons / 12 Units
Funding per Person/Unit Served: \$4,687.50 per person / \$18,750.00 per unit

Program Description:

The Mobile Home Repair program (MHR) is designed to assist twelve (12) low to moderate income (no more than 80% of the Median HH Income) mobile homeowners in the City of Moreno Valley with interior and exterior repairs to address substandard living conditions. Health and safety issues as well as code violations are addressed first. Exterior issues may also be addressed if they are deemed health and safety related. Repairs will not exceed \$12,500.00 per household. HFHR is able to leverage deep relationships with business partners as well as volunteers (if applicable) to complete the repairs and upgrades while maximizing the impact of funding available.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
Fiscal Year 2021/22
HOME Investment Partnerships Program (HOME)
Applicant Program Description

Application Number: 2
Funding: HOME

Applicant: Habitat for Humanity Riverside
Program: Critical Home Repair Program

FY 21/22 Recommended Funding: **\$145,000**

Requested Funding Amount: **\$395,000**
Total # Person/Unit Served: 76 persons / 19 units
MV # Person/Unit Served: 76 persons / 19 units
Funding per Person/Unit Served: \$5,197.36 per person / \$20,789.47 per unit

Program Description:

The Critical Home Repair program (CHR) is a one-time home preservation service that offers interior and exterior repairs designed to assist homeowners living in a single family home or mobile home secured to the permanent foundation as their primary residence within the City limit of Moreno Valley. The interior repairs consist of electrical, plumbing, nooring, wall repairs, kitchen repairs, termite work, air conditioning, insulation, bath repairs, heating and furnaces, ceiling repairs, etc. The exterior maintenance includes replacement or repairs of roofing, house trims, siding, awnings, steps, entrance, door, windows, porch deck, handicap access ramps, weatherization, tree removal, and any other maintenance to ensure health, safety and code enforcement compliance. The program will assist nineteen (19) households in the low to moderate income range (no more than 80% of the annual median income) for the needed repairs not to exceed \$15,000.00 per household.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 HOME Investment Partnerships Program (HOME)
 Applicant Program Description

Application Number: 3
Funding: HOME

Applicant: Mary Erickson Community Housing
Program: Eucalyptus Single Family Homes for Sale to 80% AMI, preference for US Veterans

FY 21/22 Recommended Funding: **\$2,000,000**

Requested Funding Amount: **\$2,464,716**
 Total # Person Served: 36
 MV # Person Served: 36
 Funding per Person Served: \$68,464.33

Program Description:

Mary Erickson Community Housing (MECH), is pleased to present the new construction of up to nine (9) detached single family homes for sale to up to 80% Area Median Income (AMI) first time homebuyers with a preference for US Veterans on the City-owned lot at Eucalyptus/Heacock. MECH proposes six (6), 3 bedroom, 2 bath and three (3) 4 bedroom 2 bath with attached 2 car garage and front and back yards incorporating selected ADA adaptability, and energy efficient sustainability features using the MH Advantage building standard. The Total budget is \$4,582,344 and MECH requests \$2,464,716 in HOME subsidy for the development. This will be used towards construction, development subsidy and down payment assistance for the homebuyers. The homes will have HOME affordability covenants for 15 years. The project help meets the City's Regional Housing Needs Assessment (RHNA) goals and transforms a nuisance, vacant lot into the American Dream of homeownership of beautiful homes.

Note: Mary Erickson was previously awarded \$669,952 in FY 2019/20 towards an affordable housing project. Since the site location and size of development plan changed location and quantity, this request is replacement of the prior year project.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 Emergency Solutions Grants Program (ESG)
 Applicant Program Description

Application Number: 4
Funding: ESG

Applicant: The Salvation Army
Program: Homeless Outreach

FY 21/22 Recommended Funding: **\$90,000**

Requested Funding Amount: **\$90,000**
 Total # Person Served: 50
 MV # Person Served: 50
 Funding per Person Served: \$1,800.00

ESG Component	Budget	Individuals to be Served
Street Outreach	\$90,000	50
Rapid Rehousing		
Homelessness Prevention		
Emergency Shelter		
Total	\$90,000	50

Program Description:

This program is intended to help individuals identify and overcome barriers in securing employment and housing. Through outreach and case management The Salvation Army will make contact with unsheltered residents and help develop an individualized service plan towards sufficiency. The Salvation Army staff will connect clients to resources necessary for employment and housing, partnering with other local providers. Each week staff visits local homeless encampments to start building relationships and highlight resources available. Case management begins with an initial assessment to identify the individualized needs. A key component of this program also includes engagement. Staff takes necessary items to clients when they approach them in the encampments such as hygiene lists, food, bus passes, and help to meet other needs. Clients have daily access to food from the food pantry.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 Emergency Solutions Grants Program (ESG)
 Applicant Program Description

Application Number: 5
Funding: ESG

Applicant: Housing, Homelessness Prevention, and Workforce Solutions (HHPWS)
Program: Homeless Management Information System (HMIS)

FY 21/22 Recommended Funding: **\$33,000**

Requested Funding Amount: **\$33,000**
 Total # Person Served: N/A
 MV # Person Served: N/A
 Funding per Person Served: N/A

ESG Component	Budget	Individuals to be Served
Street Outreach		
Rapid Rehousing		
Homelessness Prevention		
Emergency Shelter		
HMIS	\$33,000	N/A
Total	\$33,000	N/A

Program Description:

The Homeless Management Information System ("HMIS") is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals/families, and persons at risk of homelessness. The Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) is the HUD grantee responsible for administering the HMIS for the County of Riverside.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 Community Development Block Grant (CDBG)
 Applicant Program Description

Application Number: 6
Funding: CDBG

Applicant: Family Service Association (FSA)
Program: Senior Nutrition Program

Funding Type: Public Service (Senior Services)
 City Objective: Public Service
 Public Service Priority: (1) Basic Needs (Case Management for Food Program)

FY 21/22 Recommended Funding: **\$20,000**

Requested Funding Amount: **\$20,000**
 Total # Person Served: 428
 MV # Person Served: 428
 Funding per Person Served: \$46.73

Program Description:

FSA’s Senior Nutrition Program provides seniors with one nutritionally balanced meal Monday- Friday. The meals are provided to seniors 62 years of age and older in a group setting at the City of Moreno Valley Senior Center. FSA also provides home-delivered meals to seniors who are unable to attend the center because of illness, disability, or lack of transportation. In March 2020, FSA implemented a Curbside Pickup of meals at the Moreno Valley Senior Center. This new model of operation was implemented in response to COVID-19 and the County’s Stay At Home Order for all residents. FSA’s Staff have been trained appropriately and are following the recommended steps to protect against the virus. Seniors can pick-up a weekly package of meals (including bread, fruit, and milk) while staying in their cars to limit in-person contact. An FSA Staff Member administers intake forms to seniors who are newly enrolling in the program while they remain in their car. These services are so widely utilized by City residents because the program addresses some of the major unmet needs that the elderly population face today. Many older adults live on fixed incomes that force them to choose between paying for rent, utilities, or medication versus paying for groceries. The program provides services to the region’s elderly who are most at-risk due to poverty, geographic isolation, and who have a lack of adequate resources to help them with the complexity of issues related to aging.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 Community Development Block Grant (CDBG)
 Applicant Program Description

Application Number: 7
Funding: CDBG

Applicant: Operation Safe House, Inc.
Program: Emergency Shelter for Runaway Youth

Funding Type: Public Service (Homelessness Services)
 City Objective: Public Service
 Public Service Priority: (1) Basic Needs (Homelessness Services)

FY 21/22 Recommended Funding: **\$15,000**

Requested Funding Amount: **\$15,000**
 Total # Person Served: 25
 MV # Person Served: 25
 Funding per Person Served: \$600.00

Program Description:

Operation SafeHouse was established by two Moreno Valley educators who found there was nowhere for runaway, homeless or other youth in crisis to go. Since 1990, Operation SafeHouse has provided these essential services in Riverside County for youth under the age of 18. Since 2000, collaboration with the City of Moreno Valley allows the use of the City of Moreno Valley Police Department to transport youth to the shelter, provide onsite school programs that serve 1,300 Moreno Valley Middle and High school students annually. Additionally, Operation SafeHouse is a member of the Citywide Coalition. CDBG funds will be used to provide direct services to a minimum of 25 City of Moreno Valley youth who enter our emergency shelter. About 95% of these Moreno Valley youth will exit into a safe and stable environment.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
Fiscal Year 2021/22
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 8
Funding: CDBG

Applicant: Moreno Valley Police Department
Program: Community Betterment Through CDBG Funding and Problem Oriented Policing

Funding Type: Public Service (Crime Awareness/Prevention)
City Objective: Public Service
Public Service Priority: (2) Community Public Safety Programs

FY 21/22 Recommended Funding: **\$71,192**

Requested Funding Amount: **\$80,805**
Total # Person Served: 10,000
MV # Person Served: 10,000
Funding per Person Served: \$8.08

Program Description:

The CDBG grant funds will be used to provide added enforcement support through overtime hours worked in the CDBG target area. The overall purpose is to reduce crime within the areas, remove blighted conditions, and improve quality of life for the community. The officers will acquaint themselves with the apartment managers and residents, and will work closely with them to forge improved relations and reduce crime. Furthermore, funding will used for overtime to provide training for the Citizens Patrol and Volunteer/Explorer Programs.

* The City will reduce this applicant's award based on actual funding received to comply with the Public Service cap limit of 15%, with a not to exceed award of \$80,805.00.

City of Moreno Valley
 Fiscal Year 2021/22
 Community Development Block Grant (CDBG)
 Applicant Program Description

Application Number: 9
Funding: CDBG

Applicant: Friends of Moreno Valley Senior Center, Inc.
Program: MoVan Senior Transportation Program

Funding Type: Public Service (Senior Services)
 City Objective: Public Service
 Public Service Priority: (3) Low-Cost Transportation

FY 21/22 Recommended Funding: **\$60,000**

Requested Funding Amount: **\$60,000**
 Total # Person Served: 4,700
 MV # Person Served: 4,700
 Funding per Person Served: \$12.77

Program Description:

The requested funds would provide the necessary matching dollar requirement by Riverside County Transportation Commission (RCTC) which would pay for the essential subcontractor's services to operate the 12 passenger and 2 wheelchair capacity air-conditioned bus, non-ADA transportation service, sponsored by Friends of Moreno Valley Senior Center, Inc. (FMVSCI). MoVan is designed to meet mobility needs of senior residents of Moreno Valley who are 60 years or older and adults who are physically disabled but do not require assistance. If assistance is required, they must provide their own escort. MoVan transports our seniors within a 20 mile radius, curb-to-curb from home to the local Senior Community Center (when open) and return home. Until the Senior Center resumes normal operations, FMVSCI will provide round-trip service to medical (include COVID-19 testing/vaccinations), dental, optical appointments, grocery shopping, food distribution deliveries and special outside events at the Senior Community Center.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 Community Development Block Grant (CDBG)
 Applicant Program Description

Application Number: 10
Requested Funding: CDBG

Applicant: United Way of the Inland Valleys
Program: MoVal Employment Project (MVEP)

Funding Type: Public Service (Employment Training)
 City Objective: Public Service
 Public Service Priority: (4) Employment Services/Programs and Job (Skills) Training

FY 21/22 Recommended Funding: **\$0**

Requested Funding Amount: **\$100,797**
 Total # Person Served: 100
 MV # Person Served: 100
 Funding per Person Served: \$1,007.97

Program Description:

United Way of Inland Valleys' (UWIV) '211 Careers' program will launch a MoVal Employment Project (MVEP) to assist unemployed and under employed residents in Moreno Valley. Target populations are people with barriers (e.g., housing instability, homelessness, single parent, employment gaps, or unmet needs). Services include individualized job coaching, case management, certification program connections, job search, job placement with partner employers, and job retention. The model is whole-person. MVEP offers supportive services/referrals to increase success at getting/keeping a job. There is follow-up 30/60/90-days after job placement to re-address needs. In 2020, '211 Careers' job-placed 74 people and prepared 150 people to be job-ready in San Bernardino County. MVEP expands the successful model to Moreno Valley. Residents will gain jobs with livable wages and career pathways otherwise prohibited by barriers. UWIV partners with housing providers (The Chance Project and Pathways Network) to provide housing assistance to employment clients. About 100 people will become job-ready and 50 will secure employment.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 Community Development Block Grant (CDBG)
 Applicant Program Description

Application Number: 11
Funding: CDBG

Applicant: Assistance League of Riverside
Program: Operation School Bell Program

Funding Type: Public Service (Youth Services)
 City Objective: Public Service
 Public Service Priority: (5) Free/Low-Cost programs for School-Aged Youth

FY 21/22 Recommended Funding: **\$25,000**

Requested Funding Amount: **\$25,000**
 Total # Person Served: 1,600
 MV # Person Served: 320
 Funding per Person Served: \$78.13

Program Description:

Operating since 1967, Operation School Bell is a program provided to elementary, middle, and high school students with a goal of assisting them in removing barriers to learning. The program provides new school clothes, shoe vouchers, school supplies, hygiene kits, and books to homeless and economically disadvantaged children. Through collaboration with eight school districts, we get referrals for students who need our program. Approximately one-fifth of these students (about 330) come from Moreno Valley. Elementary students come to our facility to “shop” with the aid of our trained volunteers, with goods estimated to cost about \$130. During the pandemic, students did not come to our facility, but the same goods were packed into bags and delivered to the district. Middle and high school students are served at a local JCPenney store (one of which is in Moreno Valley). With oversight, students shop for up to \$150 worth of school clothing.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
Fiscal Year 2021/22
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 12
Funding: CDBG

Applicant: Rising Stars Business Academy
Program: Youth Job Training & Career Development

Funding Type: Public Service (Youth Services)
City Objective: Public Service
Public Service Priority: (5) Free/Low-Cost programs for School-Aged Youth

FY 21/22 Recommended Funding: **\$0**

Requested Funding Amount: **\$18,920**
Total # Person Served: 60
MV # Person Served: 60
Funding per Person Served: \$315.33

Program Description:

The project will develop new partnerships with local businesses that will commit to hiring students who will be readily equipped to work. The new partnerships will include jobs in IT pathways, customer service jobs, administrative work and logistics. In addition, the project will serve up to 60 youth throughout the year, approximately serving up to 20 in each trimester. The youth will receive certifications in the following areas; Food Handlers Permit, CPR/First Aid certification , and other certifications offered through a partnership with ResCare. The 60 youth will complete a 12-week course, then will be placed into a 40-hour internship where they will apply their skills to hands on work.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 Community Development Block Grant (CDBG)
 Applicant Program Description

Application Number: 13
 Requested Funding: CDBG

Applicant: Riverside Area Rape Crisis Center
Program: Child Abuse Prevention Program

Funding Type: Public Service (Services for Abused and Neglected Children)
 City Objective: Public Service
 Public Service Priority: (5) Free/Low-Cost programs for School-Aged Youth

FY 21/22 Recommended Funding: **\$15,000**

Requested Funding Amount: **\$15,000**
 Total # Person Served: 15,000
 MV # Person Served: 8,000
 Funding per Person Served: \$1.00

Program Description:

The Riverside Area Rape Crisis Center (RARCC) Child Abuse Prevention Program (CAP) will provide prevention education presentations in a virtual format to approximately 2,000 students in Moreno Valley schools, including special education and bilingual classrooms. CAP provides age appropriate education prevention and appropriate responses for physical, verbal, and sexual abuse and neglect, and on how to report and seek help. Elementary age programs educate children and parents on safety, good versus bad secrets, personal boundaries, assertiveness, and the "NO, Run, Tell" prevention paradigm, as well as basic self-defense. Due to COVID-19, all services have been adapted to an online format to protect the health of the community.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 Community Development Block Grant (CDBG)
 Applicant Program Description

Application Number: 14
Requested Funding: CDBG

Applicant: Voices for Children
Program: Court Appointed Special Advocate (CASA) Program

Funding Type: Public Service (Services for Abused and Neglected Children)
 City Objective: Public Service
 Public Service Priority: (5) Free/Low-Cost programs for School-Aged Youth

FY 21/22 Recommended Funding: **\$30,000**

Requested Funding Amount: **\$30,000**
 Total # Person Served: 15
 MV # Person Served: 15
 Funding per Person Served: \$2,000.00

Program Description:

Voices for Children's (VFC) Court Appointed Special Advocate (CASA) program will address the needs of abused and neglected City of Moreno Valley youth in foster care by providing them with the comprehensive, individualized advocacy of a CASA volunteer in court and throughout the community. The organizational cost of providing one year of CASA advocacy to a youth in Riverside County is \$2,000. A \$30,000 grant from the City of Moreno Valley CDBG program will enable Voices for Children (VFC) to provide CASA volunteers to fifteen (15) youth from the City of Moreno Valley during fiscal year (FY) 2021-22. On average, CASAs provide youth with 10-15 hours of direct advocacy services per month. This grant would partially fund salaries for the VFC staff Advocacy Supervisors who will manage the CASA volunteers and the cases of grant-funded City of Moreno Valley youth in foster care.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
Fiscal Year 2021/22
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 15
Funding: CDBG

Applicant: Fair Housing Council of Riverside County, Inc
Program: Landlord/Tenant Counseling

Funding Type: Public Service (Fair Housing Activities)
City Objective: Public Service
Public Service Priority: (6) Fair Housing

FY 21/22 Recommended Funding: **\$22,075**

Requested Funding Amount: **\$22,075**
Total # Person Served: 12,500
MV # Person Served: 4,000
Funding per Person Served: \$11.04
Program Description:

The Fair Housing Council of Riverside County, Inc., (FHCRC) proposes to provide comprehensive services which affirmatively address and promote landlord and tenant rights and further other housing opportunities for all persons without regard to race, color, age, national origin, religion, sex, familial status (presence of children), disability, ancestry, marital status, or other arbitrary factors. The Mission is accomplished through three component areas under Landlord/Tenant services. These three components are education, training and technical assistance and enforcement.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 Community Development Block Grant (CDBG)
 Applicant Program Description

Application Number: 16
 Funding: CDBG

Applicant: Fair Housing Council of Riverside County, Inc
Program: Fair Housing Discrimination Services

Funding Type: Public Service (Fair Housing Activities)
 City Objective: Public Service
 Public Service Priority: (6) Fair Housing

FY 21/22 Recommended Funding: **\$44,150**

Requested Funding Amount: **\$44,150**
 Total # Person Served: 950
 MV # Person Served: 100
 Funding per Person Served: \$220.75

Program Description:

The Fair Housing Council of Riverside County, Inc., (FHCRC) proposes to offer a full menu of fair housing services which affirmatively address and promote fair housing rights and obligations as defined and articulated under the Federal Fair Housing Act and the California State Law Enactments under the Rumford and Unruh Civil Rights Acts. FHCRC's Mission is to provide comprehensive services which affirmatively address and promote fair housing (anti-discrimination) rights and further other housing opportunities for all persons without regard to race, color, age, national origin, religion, sex, familial status (presence of children), disability, ancestry, marital status, or other arbitrary factors. The Mission is accomplished through three component areas under both Anti Discrimination and Landlord/Tenant services. These three components are education, training and technical assistance and enforcement.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
Fiscal Year 2021/22
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 17
Funding: CDBG

Applicant: GRID Alternatives
Program: City of Moreno Valley Low-Income Solar Energy Assistance Program

Funding Type: Rehabilitation: Single Unit Residential
City Objective: Housing and Neighborhood Improvement Activities
Public Service Priority: N/A

FY 21/22 Recommended Funding: **\$100,000**

Requested Funding Amount: \$100,000
Total # Person/Unit Served: 40 Persons / 10 Units
MV # Person/Unit Served: 40 Persons / 10 Units
Funding per Person/Unit Served: \$2,500.00 per person / \$10,000 per Unit

Program Description:

GRID Alternatives is requesting a total of \$100,000. Of that, \$50,000 will be used to install 10 solar electric system for low-income homeowners in Moreno Valley, saving these homeowners up to 75% on their electric bills and \$50,000 will be used to make roof repairs so homes are "solar ready". This roof repair money is critical as 50% of homeowners in the city, who otherwise qualify for solar, are not eligible due to poor roof condition. Currently, GRID has a list of 32 Moreno Valley homeowners who cannot receive free solar due to bad roofs.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
Fiscal Year 2021/22
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 18
Funding: CDBG

Applicant: The Salvation Army
Program: Neighborhood Clean Up/Homeless to Work Program

Funding Type: Interim Assistance
City Objective: Housing and Neighborhood Improvement Activities
Public Service Priority: N/A

FY 21/22 Recommended Funding: **\$0**

Requested Funding Amount: **\$30,000**
Total # Person Served: 54,145
MV # Person Served: 54,145
Funding per Person Served: \$0.55

Program Description:

The goal of this program is to provide beautification services throughout the City of Moreno Valley. These services will be provided by hiring employees to do the cleanup. The sites will be identified by Waste Management. The Salvation Army will provide transportation and supervision to the employees that will be hired. The Salvation Army is projecting to provide at least 90 days of cleanup throughout the year. This will help to beautify the city.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
 Fiscal Year 2021/22
 Community Development Block Grant (CDBG)
 Applicant Program Description

Application Number: 19
 Requested Funding: CDBG

Applicant: City of Moreno Valley, Capital Projects Division
Program: Pavement Rehab for Various Local Streets (CDBG FY 21-22)

Funding Type: Public Facilities and Improvements
 City Objective: Capital Improvements
 Public Service Priority: N/A

FY 21/22 Recommended Funding: **\$1,735,476**

Requested Funding Amount: **\$2,150,000**
 Total # Person Served: 6,800
 MV # Person Served: 6,800
 Funding per Person Served: \$316.18

Program Description:

This project will provide pavement rehabilitation for approximately 54 local streets within the City's HUD-CDBG Low/Mod Income areas. Pavement rehab consists of the removal of 1.5-inch thick of existing asphalt concrete pavement surface and replacement of new asphalt concrete surface of same thickness for streets that are severely distressed. Rehabilitation also includes localized repairs, crack sealing, and application of slurry seal for streets that are less distressed. The project is to improve and extend the service life of street pavement while enhancing safety and aesthetic appearance of various communities within the CDBG target areas.

* As a top priority, the City will reduce/increase this applicant's award on actual funding received, with a not to exceed award for amount applied for.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE

City of Moreno Valley
Fiscal Year 2021/22
Community Development Block Grant (CDBG)
Applicant Program Description

Application Number: 20
Funding: CDBG

Applicant: Family Service Association (FSA)
Program: Ironwood Child Development Center

Funding Type: Public Facilities and Improvements
City Objective: Capital Improvements
Public Service Priority: N/A

FY 21/22 Recommended Funding: **\$0**

Requested Funding Amount: \$1,003,290
Total # Person Served: 540
MV # Person Served: 540
Funding per Person Served: \$1,857.94

Program Description:

FSA is requesting funding to support the new development of its Ironwood Child Development Center, which was recently purchased and needs renovation to become operational. Once complete, the Center will serve 135 families with high quality, affordable childcare and will provide an additional 22 jobs with good pay and benefits. This capital improvement project includes complete renovation of an obsolete child development center including building improvements, parking lot, landscaping, water quality improvements, sidewalks, exterior lighting, signage, fencing, and playgrounds. The Project also includes eliminating site hazards such as non-ADA compliant parking and pathways, and a swimming pool. The building will require major renovation to include HVAC, ducting, roofing, plumbing, fixtures, floors, ceilings, lighting, painting, signage, and infant rooms.

Attachment: FY 2021/22 CDBG, ESG, and HOME Application Review and Funding Recommendations (4248 : PUBLIC HEARING TO APPROVE



Report to City Council

TO: Mayor and City Council
 Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)
 Mayor and City Council Acting in its Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority (HA)
 Mayor and City Council Acting in its Capacity as Members of the Moreno Valley Successor Agency

FROM: Brian Mohan, Acting Assistant City Manager
 Mike Lee, City Manager

AGENDA DATE: May 4, 2021

TITLE: ADOPTION OF THE FISCAL YEAR 2021/22 – 2022/23 BUDGET

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. 2021-XX, approving the Budget for the City of Moreno Valley for FY 2021/22 – 2022/23, which can be reviewed at <http://www.moval.org/departments/financial-mgmt-svcs/fin-pdf/budget21-23/FY-2021-22-2022-23-ProposedBudget.pdf>; and
2. Following the adoption of the Capital Improvement Plan (CIP), which will be presented to City Council for adoption prior to June 30, 2021, authorize the Chief Financial Officer to consolidate the approved CIP with the approved and adopted Budget and make any minor adjustments in order to finalize the adopted budget book for the purpose of completing the Government Finance Officers Association and California Society of Municipal Finance Officers award program requirements and final public distribution; and
3. Approve the attached job classifications; and

Recommendations: That the CSD:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. CSD 2021-XX, approving the Budget for the Moreno Valley Community Services District for FY 2021/22 – 2022/23; and
2. Approve the attached job classifications; and

Recommendations: That the Housing Authority:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. HA 2021-XX, approving the Budget for the Moreno Valley Housing Authority for FY 2021/22 – 2022/23; and

Recommendations: That the Successor Agency:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. SA 2021-XX, approving the Budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2021/22 – 2022/23.

SUMMARY

This report recommends that the Council convene a Public Hearing and consider staff recommendations to approve the proposed budget for the City of Moreno Valley for Fiscal Years 2021/22 – 2022/23. The budget was developed based on the City's "Momentum MoVal" strategic plan and achieves the goal of a structurally balanced general fund budget.

This item was presented to the City Council at a regular meeting on January 19, 2021 and to the Finance Subcommittee on April 27, 2021 for review and discussion.

DISCUSSION

The proposed budget serves as the foundation of the City's financial planning which highlights the City's dedication to sound fiscal stewardship while delivering service levels in keeping the City Council's priorities established in Momentum MoVal, the City Council's strategic vision for Moreno Valley. This Strategic Plan aligns the City's resources and creative energy toward meeting objectives identified by community stakeholders and approved by its elected leaders. The proposed two-year budget was developed to continue addressing the priorities identified in Momentum MoVal while maintaining a balanced budget without the use of General Fund reserves, despite State takeaways and increased County costs. This represents ten straight years of structurally balanced budgets and adhering to the City Council's directive to live within our means, while providing strategic reinvestments into our community to maintain the quality of life. The City has been able to continue to provide a balanced budget while maintaining services through strong institutional framework, very strong management, strong financial policies and practices, and very strong budgetary flexibility.

Moreno Valley's fiscal position remains strong; however, moderating revenues are projected to be outpaced by increasing operational costs. As the City continues to grow in population, the infrastructure and operations continue to expand to meet the City needs of the community. The City's tradition of sound fiscal management has allowed us to manage through tough times and provides us with a strong foundation. This coming year we face a turning point as we focus on strategies to keep us on firm fiscal footing and prepare to lay the groundwork for a sustainable fiscal future.

Moreno Valley prides itself on being a safe, well-maintained community where we can live, do business, or raise a family. Recent state and national changes mean our City must continue to work to maintain our financial stability and community quality of life, no matter what happens with state and federal policies that potentially affect the funding Moreno Valley and other California cities receive. However, the continued State takeaways and cost increases at the County level are beginning to impact the City's ability to provide the services and programs at the levels our residents expect and deserve.

The City prides itself in being responsive, as well as responsible, stewards of the taxpayer dollar. In past years, the City conducted a series of community surveys, which asked the public about a range of issues, including satisfaction with some of the services we provide and issues of concern to the public. Many of the public's past responses were utilized to create the City's strategic priorities and commitments. Some of the priorities identified by the community in those surveys included:

- Public Safety
- Pavement & Roads
- Maintaining safe and clean streets and parks
- Youth programs (eg. Afterschool programs, sports programs, libraries)

In preparation for this budget cycle, the city has utilized prior feedback and again asked the community to provide their input on service priorities. Additionally, the City has provided an interactive budget presentation for the public at City Hall and outreached thousands of Moreno Valley residents through electronic and mailed requests for feedback. Preparation of the budget this year required careful consideration and a balancing of the community's survey results and community feedback during the budget process along with the City's strategic priorities and commitments. Each department evaluated efficiencies and reviewed costs to ensure its budget aligns with City Council's strategic priorities and goals. The result is a budget that allocates existing resources and includes additions to funding only where necessary to maintain service levels in a responsible manner.

As a result of moderating revenue growth and increasing demand for City services, coupled with County cost increases, preparation of this budget required careful consideration and a balancing of the City's strategic priorities and commitments. Despite rising costs, the Budget fully funds anticipated expenditures without reducing core service levels this budget cycle. The Budget allows the City to continue to provide the community with the service it expects. Anticipating and knowing where our

challenges lie is critical in being able to address them, and we must, in future planning, come to agreement on a long-term budgetary solution to address State takeaways and County increases. However, the FY 2021/22 – 2022/23 General Fund Budget is balanced and comprised of revenues and transfers in of \$118.5 million and expenditures and transfers out of \$118.5 million and revenues and transfers in of \$124.5 million and expenditures and transfers out of \$124.5 million as shown below.

	FY 2021/22 Proposed Budget	FY2022/23 Proposed Budget
Revenues	\$ 118,568,138	\$ 124,530,752
Expenses	<u>118,563,058</u>	<u>124,521,412</u>
Variance	\$ 5,080	\$ 9,340

Budget Highlights

In addition to maintaining our budgetary discipline, FY 2021/22 - 2022/23 budget advances the key initiatives in “Momentum MoVal” and continues the City’s operations and strategic goals identified below:

Public Safety

- Maintaining the number of sworn police officers on the streets and fire engines in service
- Complete purchase of new Fire truck (approved prior FY)
- Maintain citywide camera system
- Provide four additional Police Community Service Officers (CSO)
- Community Behavioral Health Assessment Team (CBAT)
- Community Enforcement Program expansion
- Drone Program expansion
- Provide additional services funded through commercial cannabis activities

Infrastructure

- Over \$49.3 million programed over the next two years to fund and maintain infrastructure
- Approximately \$4.5 million allocated toward annual street maintenance
- Additional \$1.6 million from General Fund investment in street maintenance each year of this two-year budget
- Capital Improvement Projects (CIP) – over \$59.3 million of improvements (presented to Council for adoption in June 2021)
- Complete Fleet replacement purchases
- Maintain existing facilities

Quality of Life

- Beautify MoVal program
- CLiC – Community Learning & Internet Connectivity
- Continue Homeless to Work & Homeless Assistance programs
- Continued Landscape, Lighting and Maintenance support
- Laserfiche software upgrade for public records
- Hire MoVal programs
- Critical home repair and clean up through CDBG funding
- Completion of Amphitheatre (Approved prior FY)

Youth Programs

- 500 programs provided annually and advertised in the Soaring Guides
- Maintenance of 675.77 acres of parkland and trails
- Mayor’s apprentice program (MAPPED)
- Summer at City Hall - Val Verde USD
- Asterik internship program – Moreno Valley USD
- Promise Initiative - Moreno Valley College
- \$0.5 million for Crossing Guards
- \$8.2 million ASES Grant program
- \$0.8 million Child Care program
- Portions of Community Development Block Grants focused on youth services

Library

- Pursue design phase of main library renovation (ADA improvements)
- Increase broadband connections to better serve customers
- Provide access to emerging technologies at the libraries (STEAM-based literacy, career advancement, and personal enrichment)

Economic Development

- Maintain City’s Economic Development Team efforts to attract, retain and grow businesses
- Continued marketing and outreach efforts
- Funding to the Business & Employment Resource Center (BERC)
- Economic and Community Development staff support

Transparency and Public Outreach

This review of the proposed budget provides a public process to discuss the City’s proposed budget with the City Council and public to make the process as transparent as possible. The review of the budget as part of this initial adoption, subsequent amendments, and periodic reviews provides an ongoing public process to monitor expenditures and revenues throughout the fiscal years.

As part of the budget adoption process, the City Council has requested a series of discussions related to the proposed budget long-term financial issues impacting the City. These discussions occurred through various City Council meetings and study sessions, with the intent to review and discuss details and related impacts. Information presented on these topics was posted on the City's web site as part of the posted Agenda Packages. The following provides a summary of some of the budget activities which have occurred to date:

December:	Internal City Budget Process Began
January:	Budget Kickoff FYs 2021/22 – 2022/23 Budget Presentation (Study Session)
April:	Balancing Act Finance Subcommittee (Updates) City Manager's Proposed Budget
May/June:	Budget Adoption (Public Hearing)

ALTERNATIVES

1. Approve Recommended Actions as set forth in this staff report, including the approval of the Proposed Budget for FY 2021/22 – 2022/23. The approval of the budget will allow for the estimated revenues and appropriations to be established as set forth in the Proposed Budget plan. *Staff recommends this alternative.*
3. Provide staff with further direction.

FISCAL IMPACT

The FY 2021/22 – 2022/23 Budget provides the funding and expenditure plan for all operating funds. As such, it serves as the City's financial plan for the upcoming two fiscal years. The City Council will be kept apprised of the City's financial condition through Quarterly Budget Reviews. This practice has been utilized in the past and will be continued during this two-year funding cycle to ensure that the City Council is apprised of the revenue and expense progress compared to the budget. Any unexpected changes in revenues or expenditures will be analyzed and addressed quickly to maintain the integrity of the budget.

NOTIFICATION

The proposed budget was presented in Study Sessions and Finance Subcommittee. Notice of this meeting was published in the Press-Enterprise newspaper on April 29, 2021. Additional notification was available through the City's website and Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Stephanie Cuff
Management Analyst

Department Head Approval:
Brian Mohan
Acting Assistant City Manager/CFO/City Treasurer

Approved by:
Mike Lee
City Manager

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

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

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

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

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. City Resolution 2021-XX
2. Community Services District Resolution 2021-XX
3. Housing Authority Resolution 2021-XX

- 4. Succesor Agency Resolution 2021-XX
- 5. Assoc Engineer I-II
- 6. Audio Visual Technician
- 7. Community Enhancement Officer I
- 8. Community Enhancement Officer II
- 9. Parks Superintendent_PS
- 10. Public Information & Intergov Relations Officer
- 11. Senior Community Enhancement Officer
- 12. PE Public Notice

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/27/21 6:53 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	4/27/21 9:59 AM

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
 MORENO VALLEY, CALIFORNIA, ADOPTING THE
 BUDGET FOR FISCAL YEARS 2021/22 – 2022/23

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Budget for the City for Fiscal Years 2021/22 – 2022/23, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said Proposed Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Budget as so desired; and

WHEREAS, the Proposed Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans; and

WHEREAS, the City Council approves appropriations at the fund level, the City Manager may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the annual technology maintenance agreements, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the City Council and approved by the City Attorney; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the annual legal services agreements, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the City Council and approved by the City Attorney; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the Moreno Valley Utility purchase power agreements less than five years, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the City Council and approved by the

City Attorney; and

WHEREAS, the City may not hire in excess of the approved number of positions as indicated by the budget detail without the approval of the City Council; and

WHEREAS, the Capital Improvement Plan (CIP) will be presented to City Council for adoption prior to June 30, 2021, the Chief Financial Officer shall be authorized to consolidate the approved CIP with the approved and adopted Budget and make minor adjustments in order to finalize the adopted budget book for the purpose of completing the Government Finance Officers Association and California Society of Municipal Finance Officers award program requirements and final public distribution; and

WHEREAS, for certain contracts, agreements and commitments which have been previously approved by the City Council for appropriation in previous fiscal years, the City Manager shall be authorized to extend the termination and expiration dates of any such the contracts, agreements and commitments as long as there is no change to the dollar amount of the original Council approval, and

WHEREAS, certain capital projects, programs and commitments have been previously approved by the City Council for appropriation in fiscal year 2020/21 and current adoption of fiscal year 2021/22, the Chief Financial Officer shall be authorized to carry over such appropriation budgets for these items as approved by the City Manager.

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

1. The Proposed Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk is hereby approved and adopted as the Budget of the City of Moreno Valley for the Fiscal Years 2021/22 – 2022/23.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.
3. Pursuant to Section 53901 of the California Government Code, by not later than August 30, 2021, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 4th day of May, 2021.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: City Resolution 2021-XX [Revision 1] (4399 : ADOPTION OF THE FISCAL YEAR 2021/22 – 2022/23 BUDGET)

RESOLUTION 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 Resolution No. 2021-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4th day of May, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: City Resolution 2021-XX [Revision 1] (4399 : ADOPTION OF THE FISCAL YEAR 2021/22 – 2022/23 BUDGET)

RESOLUTION NO. CSD 2021-XX

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE BUDGET FOR FISCAL YEARS 2021/22 – 2022/23

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District a Proposed Budget for the District for Fiscal Years 2021/22 – 2022/23, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Budget contains the estimates of uses of fund balance as required to stabilize the delivery of CSD services during periods of operational deficits; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Budget as so desired; and

WHEREAS, the Proposed Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans; and

WHEREAS, the District's Board of Directors approves appropriations at the fund level, the City Manager may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by District's Board of Directors; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the annual technology maintenance agreements, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the District's Board of Directors and approved by the City Attorney; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the annual legal services agreements, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the City Council and approved by the City Attorney; and

WHEREAS, the CSD may not hire in excess of the approved number of positions as indicated by the budget detail without the approval of the District's Board of

Directors; and

WHEREAS, the Capital Improvement Plan (CIP) will be presented to District's Board of Directors for adoption prior to June 30, 2021, the Chief Financial Officer shall be authorized to consolidate the approved CIP with the approved and adopted Budget and make minor adjustments in order to finalize the adopted budget book for the purpose of completing the Government Finance Officers Association and California Society of Municipal Finance Officers award program requirements and final public distribution; and

WHEREAS, for certain contracts, agreements and commitments which have been previously approved by the City Council for appropriation in previous fiscal years, the City Manager shall be authorized to extend the termination and expiration dates of any such the contracts, agreements and commitments as long as there is no change to the dollar amount of the original Council approval, and

WHEREAS, certain capital projects, programs and commitments have been previously approved by the District's Board of Directors for appropriation in fiscal year 2020/21 and current adoption of fiscal year 2021/22, the Chief Financial Officer shall be authorized to carry over such appropriation budgets for these items as approved by the City Manager.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk is hereby approved and adopted as the Budget of the Moreno Valley Community Services District for the Fiscal Years 2021/22 – 2022/23.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Pursuant to Section 61047 of the California Government Code, compensation for the City Council acting in the capacity of the Directors of the Community Services District, shall be \$100 per meeting or for each day's service rendered as a Director, not to exceed six days or \$600 in any calendar month. In addition, the Directors shall be compensated for actual and necessary traveling and incidental expenses incurred while on official business.
4. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2021, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be

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Resolution No. CSD 2021-XX
Date Adopted: May 4, 2021

posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 4th day of May, 2021.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Attachment: Community Services District Resolution 2021-XX [Revision 1] (4399 : ADOPTION OF THE FISCAL YEAR 2021/22 – 2022/23

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2021-XX was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 4th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2021-XX
Date Adopted: May 4, 2021

RESOLUTION NO. HA 2021-XX

A RESOLUTION OF THE MORENO VALLEY HOUSING
 AUTHORITY OF THE CITY OF MORENO VALLEY,
 CALIFORNIA, ADOPTING THE BUDGET FOR FISCAL
 YEARS 2021/22 – 2022/23

WHEREAS, the City Manager has heretofore submitted to the Chairman and Commissioners of the Moreno Valley Housing Authority a Proposed Budget for the Authority for Fiscal Years 2021/22 – 2022/23, a copy of which, as may have been amended by the Housing Authority's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Housing Authority; and

WHEREAS, the said Proposed Budget contains the estimates of uses of fund balance as required to stabilize the delivery of Housing Authority services; and

WHEREAS, the Chairman and Commissioners have made such revisions to the Proposed Budget as so desired; and

WHEREAS, the Proposed Budget, as herein approved, will enable the Housing Authority to make adequate financial plans and will ensure that Housing Authority officers can administer their respective functions in accordance with such plans; and

WHEREAS, the Housing Authority approves appropriations at the fund level, the City Manager may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Housing Authority; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the annual technology maintenance agreements, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the Housing Authority and approved by the City Attorney; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the annual legal services agreements, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the City Council and approved by the City Attorney; and

WHEREAS, the Housing Authority may not hire in excess of the approved number of positions as indicated by the budget detail without the approval of the Housing Authority; and

1
 Resolution No. HA 2021-XX
 Date Adopted: May 4, 2021

WHEREAS, the Capital Improvement Plan (CIP) will be presented to Housing Authority for adoption prior to June 30, 2021, the Chief Financial Officer shall be authorized to consolidate the approved CIP with the approved and adopted Budget and make minor adjustments in order to finalize the adopted budget book for the purpose of completing the Government Finance Officers Association and California Society of Municipal Finance Officers award program requirements and final public distribution; and

WHEREAS, for certain contracts, agreements and commitments which have been previously approved by the City Council for appropriation in previous fiscal years, the City Manager shall be authorized to extend the termination and expiration dates of any such the contracts, agreements and commitments as long as there is no change to the dollar amount of the original Council approval, and

WHEREAS, certain capital projects, programs and commitments have been previously approved by the Housing Authority for appropriation in fiscal year 2020/21 and current adoption of fiscal year 2021/22, the Chief Financial Officer shall be authorized to carry over such appropriation budgets for these items as approved by the City Manager.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk is hereby approved and adopted as the Budget of the Moreno Valley Housing Authority for the Fiscal Years 2021/22 – 2022/23.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2021, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 4th day of May, 2021.

Mayor of the City of Moreno Valley,
Acting in the capacity of Chairman of the
Moreno Valley Housing Authority

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Housing Authority

Attachment: Housing Authority Resolution 2021-XX [Revision 1] (4399 : ADOPTION OF THE FISCAL YEAR 2021/22 – 2022/23 BUDGET)

3
Resolution No. HA 2021-XX
Date Adopted: May 4, 2021

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2021-XX was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 4th day of May, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

SECRETARY

(SEAL)

4
Resolution No. HA 2021-XX
Date Adopted: May 4, 2021

RESOLUTION NO. SA 2021-XX

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE BUDGET FOR FISCAL YEARS 2021/22 - 2022/23

WHEREAS, the City Manager has heretofore submitted to the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley a Proposed Budget for the Authority for Fiscal Years 2021/22 - 2022/23, a copy of which, as may have been amended by the Successor Agency, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Successor Agency; and

WHEREAS, the said Proposed Budget contains the estimates of uses of fund balance as required to stabilize the delivery of successor Agency's services; and

WHEREAS, the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley have made such revisions to the Proposed Budget as so desired; and

WHEREAS, the Proposed Budget, as herein approved, will enable the Successor Agency to make adequate financial plans and will ensure that Successor Agency officers can administer their respective functions in accordance with such plans; and

WHEREAS, the Successor Agency approves appropriations at the fund level, the City Manager may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Successor Agency; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the annual technology maintenance agreements, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the Successor Agency and approved by the City Attorney; and

WHEREAS, it is the intent to ensure that maximum efficiency and savings are realized in the procurement of the annual legal services agreements, the City Manager is authorized to approve such agreements as long as budget was previously appropriated by the City Council and approved by the City Attorney; and

WHEREAS, the Successor Agency may not hire in excess of the approved

1
Resolution No. SA 20212-XX
Date Adopted: May 4, 2021

number of positions as indicated by the budget detail without the approval of the Successor Agency; and

WHEREAS, the Capital Improvement Plan (CIP) will be presented to Successor Agency for adoption prior to June 30, 2021, the Chief Financial Officer shall be authorized to consolidate the approved CIP with the approved and adopted Budget and make minor adjustments in order to finalize the adopted budget book for the purpose of completing the Government Finance Officers Association and California Society of Municipal Finance Officers award program requirements and final public distribution; and

WHEREAS, for certain contracts, agreements and commitments which have been previously approved by the City Council for appropriation in previous fiscal years, the City Manager shall be authorized to extend the termination and expiration dates of any such the contracts, agreements and commitments as long as there is no change to the dollar amount of the original Council approval, and

WHEREAS, certain capital projects, programs and commitments have been previously approved by the Successor Agency for appropriation in fiscal year 2020/21 and current adoption of fiscal year 2021/22, the Chief Financial Officer shall be authorized to carry over such appropriation budgets for these items as approved by the City Manager.

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

1. The Proposed Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk is hereby approved and adopted as the Budget of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for the Fiscal Years 2021/22 - 2022/23.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2021, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

Resolution No. SA 2021-XX³
Date Adopted: May 4, 2021

APPROVED AND ADOPTED this 4th day of May, 2021.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Successor Agency Resolution 2021-XX [Revision 1] (4399 : ADOPTION OF THE FISCAL YEAR 2021/22 – 2022/23 BUDGET)

RESOLUTION 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 Resolution No. SA 2021-XX was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 4th day of May, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

SECRETARY

(SEAL)

CLASS SPECIFICATION
Associate Engineer I/II

GENERAL PURPOSE

Under direction, performs a variety of routine to moderately difficult professional-level engineering work in the review, inspection and administration of land development, traffic engineering or capital construction projects; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Associate Engineer I: Is the journey-level, non-registered engineering class in the engineering class series. Under direction, incumbents are responsible for performing a variety of public works engineering activities, including initiating communications and providing reliable information to engineering management regarding public works projects, compliance review and inspection and reviewing the work of design consultants and contractors to ensure that projects are completed within budget and on time. Incumbents in this class shall promote automatically to Associate Engineer II once a professional engineering license is obtained.

Associate Engineer II: Is the registered professional engineering-level in the engineering class series. Under direction, incumbents are responsible for performing a variety of public works engineering activities, including managing assigned projects, initiating communications and providing reliable information to engineering management regarding public works projects, compliance review, inspection and reviewing the work of design consultants and contractors to ensure that projects are completed on time within budget, and other duties as assigned.

Associate Engineer II is further distinguished from Senior Engineer, P.E. in that incumbents in the latter class are responsible for performing the most complex professional engineering work requiring a substantial level of professional training and experience.

May be assigned to Land Development, Transportation Engineering, Capital Projects, or Moreno Valley Electric Utility.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Provides engineering support for projects in progress, including calculating and collecting fees and issuing permits and occupancy releases; attends pre-construction meetings; tracks construction process and milestones; maintains detailed project records and documentation; coordinates on-going work with developers, consultants, private engineers and contractors; prepares and submits staff reports on project progress to the Planning Commission, City Council, department heads and division managers.
2. Performs engineering plan review and plan checks to ensure contractor compliance with federal, state and City requirements and regulations; reviews and analyzes a variety of engineering reports

and technical documentation, including water quality management plans, land title surveys, conceptual designs and hydrology, hydraulic, geotechnical and soils reports.

3. Performs land documentation review and basic survey work; performs land documentation reviews of lot line adjustments, parcel mergers, records of survey, title reports, legal descriptions, dedications, vacations, reversions to acreage, easements and monumentation.
4. Provides customer service and information on City policies and projects to external and internal City customers; serves as Engineer-of-the-Day at the public counter; performs preliminary research and review of proposed projects; provides land development information to other City departments and divisions.
5. Performs construction site field inspections prior to, during and at the close of projects to monitor project progress, resolve field issues and ensure compliance with approved plans, specifications and standards.
6. Attends Project Review Staff Committee meetings during the entitlement process, as required.
7. When assigned to the Electric Utility, performs studies of technical, environmental, and economic feasibility, engineering field studies, and related studies pertaining to proposed and existing system facilities. Prepares contracts and specifications for engineering and construction services. Plan and perform own work and completes special projects requiring engineering and technical ability as assigned. Provide background information and documentation for management consideration on various projects. Make sound decisions on minor problems related to the work being performed.
8. Associate Engineer II shall perform other assigned duties such as: acts as Resident Engineer for improvement projects under construction; prepares requests for proposals (RFP) and manages RFP process for retaining outside consultants; manages and participates in advertisement and bidding processes for projects; review technical reports, Traffic Impact Analysis (TIA), and Traffic Control Plan (TCP); prepares a variety of technical engineering project documentation, including staff reports, agreements, right-of-way acquisitions in compliance with grant and funding source requirements.

QUALIFICATIONS

Knowledge of:

1. Theory, principles and practices of engineering design and construction.
2. Principles of physics and mathematics applicable to engineering.
3. Principles and techniques of project management.
4. Principles, modern techniques and equipment used in design, construction and maintenance of various public works and public utility projects.
5. Strength, properties and uses of construction materials.
6. Legal guidelines for public works engineering.
7. Safety requirements and procedures pertaining to work practices.
8. Basic surveying principles and practices.

9. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.
10. Information technology and computer capabilities applicable to functional responsibilities.
11. Principles and practices of sound business communication.

Ability to:

1. Review and prepare routine to difficult engineering plans, specifications and legal contracts.
2. Prepare and evaluate project engineering studies.
3. Perform technical research and analyze engineering and mathematical problems, evaluating alternatives and recommending or adopting effective courses of action.
4. Understand, interpret, explain and apply federal, state and local laws, standards and regulations applicable to areas of responsibility.
5. Perform complex and accurate engineering calculations.
6. Present proposals and recommendations clearly, logically and persuasively in public meetings.
7. Communicate clearly and effectively, both orally and in writing.
8. Exercise sound independent judgment within general policy guidelines.
9. Prepare clear, concise and comprehensive correspondence, reports and other written materials.
10. Organize, set priorities and exercise sound independent judgment within areas of responsibility.
11. Establish and maintain effective working relationships with City management, staff, City Council and Planning Commission members, developers, contractors, private engineers, consultants, the public and others encountered in the course of work.

Education, Training and Experience:

A bachelor's degree in Civil Engineering or Electrical Engineering. Three years of progressively responsible land development design and field experience or capital construction project engineering or electrical engineering experience.

Licenses; Certificates; Special Requirements:

Associate Engineer I: A valid and current E.I.T. certification issued by the State of California.

Associate Engineer II: A valid and current registration as a Professional Civil or Electrical Engineer with the California State Licensing Board.

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk and lift up to 10 pounds.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, color vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve difficult problems; use math/mathematical skills; perform detailed work under changing, intensive deadlines, on multiple, concurrent tasks; work with interruptions; and interact with City management, staff, City Council and Planning Commission members, developers, contractors, private engineers, consultants, the public and others encountered in the course of work.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employees work under typical office conditions, and the noise level is usually quiet. Employees may occasionally be required to work in outside conditions, exposed to wet and/or humid conditions, where the noise level may be loud.

Revised:

August 1, 2007

May 5, 2021

CLASS SPECIFICATION
Audio Visual Technician

GENERAL PURPOSE

Under direct supervision, performs production and post-production assignments in the daily operations of the City's cable television channel, MVTV-3; performs station operations; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Cable TV Producer is the entry-level cable production position. Incumbents perform duties of routine to moderate difficulty while learning practices, procedures and creative processes associated with cable channel production programming and broadcasting. Assignments may vary in difficulty and complexity and the incumbent is expected to have the experience, expertise and demonstrated creativity and proficiency to perform required tasks.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Assists in the programming and daily operations of the City's cable television channel, MVTV-3; produces local origination programming, including City Council meetings, talk shows and news programming; assists in and develops complex video programs; performs field and studio production assignments; operates technical station broadcast equipment and performs day-to-day station operations; creates informational pieces on City activities, events and resources for distribution to external parties.
2. Performs production and post-production duties, including script writing, technical direction, creating and producing electronic graphics and digital video effects, setting up and operating single- and multiple-camera and audio equipment, operating remote control cameras, monitoring and adjusting microphone audio levels, operating video tape editing equipment and performing support functions during filming or broadcasting of meetings; schedules programming shoots, including coordination of staff, guests and equipment; cuts and solders audio and video cable lengths and patches wires as needed.
3. Maintains MVTV-3 production facilities and equipment; oversees, arranges for and/or performs preventative maintenance, installation, design and fabrication of video systems as necessary.
4. Performs data entry to update and maintain the division's electronic bulletin board; conducts research and gathers information on City events and activities.
5. Operates equipment to duplicate video projects; logs, assets and updates and maintains the City's video database.

OTHER DUTIES

1. Provides audio-visual support for City presentations and at City meetings.
2. Updates the City's social media account including the City's YouTube Channel.
3. Facilitates and performs website updates as required

QUALIFICATIONS**Knowledge of:**

1. Television programming and production techniques, practices and equipment.
2. Design and preparation of computer-generated graphics and digital video motion graphics and effects.
3. Principles, techniques and methods of program and broadcast direction.
4. Correct English usage, including spelling, grammar and punctuation.
5. Standard industrial-quality television equipment and cameras necessary to broadcasting on a government channel and methods of operation.
6. Simple script writing assignments.
7. Video editing techniques including digital effects compositing.
8. Character generation and multimedia applications.
9. Digital film, video and still camera operation.

Ability to:

1. Operate television cameras and lighting controls.
2. Direct live and recorded cable television productions.
3. Set up television production equipment for both studio and remote site usage.
4. Edit videos and use related equipment.
5. Communicate clearly and effectively, both orally and in writing.
6. Exercise sound independent judgment within guidelines.
7. Use word processing, desktop publishing and database management software.
8. Establish and maintain effective working relationships with City officials, management, staff, the public and others encountered in the course of work.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a college or university with a major in communications, radio or television production, journalism or a closely related field; and one year of experience in television programming or production; or an equivalent combination of training and experience.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, the employee is regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands or arms. The employee frequently is required to walk and stand. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl.

Specific vision abilities required by this job include close vision, color vision, the ability to distinguish basic colors and shades, depth perception and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret data and situations; learn and apply new skills or information; perform highly detailed work on multiple concurrent tasks; work under changing and intensive deadlines with frequent interruptions; and interact with City officials, management, staff, the public and others encountered in the course of work.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions, and the noise level is usually quiet. Production assignments may require working outside on location in varied open space and city environments where noise levels range from quiet to moderately loud.

Revised:

May 4, 2021

CLASS SPECIFICATION
Community Enhancement Officer I

GENERAL PURPOSE

Under supervision and in a training capacity, performs routine field inspections of public and private property to ensure compliance with City municipal and building code provisions; explains regulations relating to municipal and building codes to the public; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Community Enhancement Officer I is the entry-level and training class in the code compliance class series. Initially under close supervision, incumbents are responsible for performing routine field inspections of public and private property to ensure compliance with City municipal and building code provisions.

Community Enhancement Officer I is distinguished from Community Enhancement Officer II in that incumbents in the latter class have full, journey-level knowledge of code compliance requirements and are assigned more complex inspections and cases.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Performs routine inspections and re-inspections of public and private property to ensure compliance with City municipal and building codes, including inspections of substandard buildings and housing properties; investigates and determines existence and type of municipal or building code violations and recommends corrective actions to bring about compliance; determines time frames for compliance achievement; issues verbal warnings, notices of violation, notices to abate nuisances and administrative citations in accordance with City Municipal Codes, administrative policies and division policies; issues notices of non-compliance; maintains an active caseload and documents investigations and inspections made.
2. Answers inquiries from and advises property owners, builders and the public regarding compliance with City municipal and building codes; responds to citizen complaints regarding potential code violations; conducts research regarding property ownership, current and past permits and applications and applicable codes; prepares administrative search or seizure warrants or warrants for demolition; obtains warrants to perform inspections of property, abatements of property or to demolish buildings; coordinates code enforcement actions with other City departments and other governmental agencies when necessary; represents the City in court and testifies regarding code violations.

3. Participates in neighborhood projects, including neighborhood clean-up and enhancement projects; determines locations of neighborhood events; distributes fliers and prepares correspondence to citizens regarding City-sponsored neighborhood events; ensures dumpsters are in place and hazardous materials are not dumped in dumpsters; checks equipment out of clean sweep trailer.
4. Issues written warning and parking citations to illegally or improperly parked vehicles and abandoned vehicles; responds to or initiates abandoned vehicle cases; works with property owners to have vehicles removed; notifies vehicle owners of need to remove their vehicles; makes arrangements with towing companies to have abandoned vehicles towed away; completes incident forms and junk slips and enters vehicle information into NCIC.
5. Processes vendor permit requests, including scheduling appointments, reviewing documentation for authenticity and completeness and contacting issuing agencies to confirm vendor status; creates and generates vendor identification cards; inspects vendor vehicles for compliance; issues and affixes vendor vehicle tags to vehicles and vendor identification cards; coordinates vendor sweeps with local government and law enforcement agencies; contacts vendors that are illegally selling, peddling or soliciting in the City; issues court citations and documents items being sold; seizes items being sold and documents storage of evidence as necessary; testifies at court hearings as needed.
6. Works with Moreno Valley Police staff to schedule meetings and hearings and the service of paperwork against citizens suspected of graffiti; reviews police reports; gathers evidence and processes appropriate court paperwork; testifies at court hearings as needed; works with offenders to make payment arrangements to the City for reimbursement of graffiti removal; removes illegally displayed banners and signs and issues written warnings and administrative citations.
7. Responds to and investigates calls for service regarding mosquitoes, bees, rats or flies; issues notices of violation, notices to abate nuisance and administrative citations; identifies and monitors potential sources of mosquito breeding; works with Riverside County Vector Control to treat sources of mosquito breeding as needed.
8. Researches City businesses to ensure valid licensing and compliance with applicable codes and conditions of operation; issues written warnings and administrative citations; testifies at court hearings as needed.
9. Maintains accurate, complete records of complaints, inspections, violations and citations; prepares periodic written reports detailing code enforcement activity.

OTHER DUTIES

1. May attend a variety of meetings and conferences.

QUALIFICATIONS

Knowledge of:

1. City, county, state and federal laws and regulations and municipal codes relating to building, permits, public health, public safety, peace and public nuisance.

2. Methods, procedures and techniques used in the identification, interpretation and enforcement of a wide variety of code violations.
3. Principles and methods of research and investigation related to code enforcement.
4. Effective public relations practices.
5. Evidentiary requirements for courts of law.

Ability to:

1. Recognize conditions that constitute code violations.
2. Analyze potential code violations accurately and adopt effective resolution processes.
3. Research and interpret building and municipal codes.
4. Perform code enforcement activities with minimum supervision.
5. Follow oral and written directions.
6. Communicate clearly and effectively, both orally and in writing.
7. Maintain accurate records and prepare clear and concise reports and documentation.
8. Make sound judgments within established guidelines.
9. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
10. Establish and maintain effective working relationships with City management, staff, property and business owners, vendors, the public and others encountered in the course of work.
11. Obtain valid Post PC 832 certification.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school or G.E.D. equivalent; and one year of experience with municipal ordinances and codes involving public contact; or an equivalent combination of training and experience.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

AACE, ICC and CACEO Certification Training is preferred.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; stand; talk and hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl; and lift or move up to 100 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with City management, staff, property and business owners, vendors, the public and others encountered in the course of work, some of whom may be dissatisfied or quarrelsome.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee regularly works in outside weather conditions. The employee is occasionally exposed to wet or humid conditions, vibration, airborne particles, toxic or caustic chemicals, and risk of electrical shock. The noise level is occasionally loud.

Revised:

May 4, 2021

City of Moreno Valley

CLASS SPECIFICATION
Community Enhancement Officer II

GENERAL PURPOSE

Under general supervision, performs routine to difficult field inspections of public and private property to ensure compliance with City municipal and building code provisions; explains regulations relating to municipal and building codes to the public; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Community Enhancement Officer II is the journey-level class in the code compliance class series. Under general supervision, incumbents perform the full range of journey-level Community Enhance Officer duties and functions including training of new personnel.

Community Enhance Officer II is distinguished from Senior Enhancement Officer in that incumbents in the latter class are assigned the more complex inspections which include writing and obtaining nuisance abatement warrants for fire damaged and substandard structures and cases and may provide lead supervision to journey-level officers.

Community Enhance Officer II is further distinguished from classes in the professional planning series in that Community Enhancement Officers focus on field inspection and field and telephonic interaction with citizens, business owners, property owners and the public to ensure compliance with municipal and building code provisions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Performs routine inspections and re-inspections of public and private property to ensure compliance with City municipal and building codes, including inspections of substandard buildings and housing properties; investigates and determines existence and type of municipal or building code violations and recommends corrective actions to bring about compliance; determines time frames for compliance achievement; issues verbal warnings, notices of violation, notices to abate nuisances and administrative citations in accordance with City Municipal Codes, administrative policies and division policies; issues notices of non-compliance; maintains an active caseload and documents investigations and inspections made.
2. Answers inquiries from and advises property owners, builders and the public regarding compliance with City municipal and building codes; responds to citizen complaints regarding potential code violations; conducts research regarding property ownership, current and past permits and applications and applicable codes; prepares administrative search or seizure warrants or warrants for demolition;

obtains warrants to perform inspections of property, abatements of property or to demolish buildings; coordinates code enforcement actions with other City departments and other governmental agencies when necessary; represents the City in court and testifies regarding code violations.

3. Participates in neighborhood projects, including neighborhood clean-up and enhancement projects; determines locations of neighborhood events; distributes fliers and prepares correspondence to citizens regarding City-sponsored neighborhood events; ensures dumpsters are in place and hazardous materials are not dumped in dumpsters; checks equipment out of clean sweep trailer.
4. Issues written warning and parking citations to illegally or improperly parked vehicles and abandoned vehicles; responds to or initiates abandoned vehicle cases; works with property owners to have vehicles removed; notifies vehicle owners of need to remove their vehicles; makes arrangements with towing companies to have abandoned vehicles towed away; completes incident forms and junk slips and enters vehicle information into NCIC.
5. Processes vendor permit requests, including scheduling appointments, reviewing documentation for authenticity and completeness and contacting issuing agencies to confirm vendor status; creates and generates vendor identification cards; inspects vendor vehicles for compliance; issues and affixes vendor vehicle tags to vehicles and vendor identification cards; coordinates vendor sweeps with local government and law enforcement agencies; contacts vendors that are illegally selling, peddling or soliciting in the City; issues court citations and documents items being sold; seizes items being sold and documents storage of evidence as necessary; testifies at court hearings as needed.
6. Works with Moreno Valley Police staff to schedule meetings and hearings and the service of paperwork against citizens suspected of graffiti; reviews police reports; gathers evidence and processes appropriate court paperwork; testifies at court hearings as needed; works with offenders to make payment arrangements to the City for reimbursement of graffiti removal; removes illegally displayed banners and signs and issues written warnings and administrative citations.
7. Responds to and investigates calls for service regarding mosquitoes, bees, rats or flies; issues notices of violation, notices to abate nuisance and administrative citations; identifies and monitors potential sources of mosquito breeding; works with Riverside County Vector Control to treat sources of mosquito breeding as needed.
8. Researches City businesses to ensure valid licensing and compliance with applicable codes and conditions of operation; issues written warnings and administrative citations; testifies at court hearings as needed.
9. Maintains accurate, complete records of complaints, inspections, violations and citations; prepares periodic written reports detailing code enforcement activity.

OTHER DUTIES

1. Assists in providing training to new Code Compliance Officers.
2. Serves at the Officer of the Day desk as assigned.
3. Attends a variety of meetings, seminars and conferences.

QUALIFICATIONS

Knowledge of:

1. City, county, state and federal laws and regulations and municipal codes relating to building, permits, public health, public safety, peace and public nuisance.
2. Methods, procedures and techniques used in the identification, interpretation and enforcement of a wide variety of code violations.
3. Principles and methods of research and investigation related to code enforcement.
4. Effective public relations practices.
5. Evidentiary requirements for courts of law.

Ability to:

1. Recognize conditions that constitute code violations.
2. Analyze potential code violations accurately and adopt effective resolution processes.
3. Research and interpret building and municipal codes.
4. Perform code enforcement activities with minimum supervision.
5. Follow oral and written directions.
6. Communicate clearly and effectively, both orally and in writing.
7. Maintain accurate records and prepare clear and concise reports and documentation.
8. Make sound judgments within established guidelines.
9. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
10. Establish and maintain effective working relationships with City management, staff, property and business owners, vendors, the public and others encountered in the course of work.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school or G.E.D. equivalent; and two years of code enforcement experience involving public contact in a municipal setting; or an equivalent combination of training and experience.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

Current, valid Post PC 832 certification.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; stand; talk and hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl; and lift or move up to 100 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with City management, staff, property and business owners, vendors, the public and others encountered in the course of work, some of whom may be dissatisfied or quarrelsome.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee regularly works in outside weather conditions. The employee is occasionally exposed to wet or humid conditions, vibration, airborne particles, toxic or caustic chemicals, and risk of electrical shock. The noise level is occasionally loud.

CLASS SPECIFICATION
Parks Superintendent

GENERAL PURPOSE

The fundamental reasons for the existence of this classification is to, plan, organize, manage and direct the major elements of the Parks Division, including City-wide maintenance of park and recreation areas, facilities, the City's multi-use trail system, golf course, as well as other related facilities; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Parks Superintendent is responsible for planning, implementing and evaluating the activities and operations of the Parks Division. The incumbent has full management and administrative responsibilities for planning and implementing a comprehensive maintenance management program for the City's parks by establishing and monitoring performance standards and operations to ensure the highest degree of care possible. The incumbent is responsible for managing and integrating highly varied work programs and parks maintenance knowledge and experience. Assignments are broad in scope and allow for a high degree of administrative discretion in their execution.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, controls, manages and evaluates the work of the Parks Division with subordinate supervisors and staff, participates in establishing and implementing operational plans and initiatives to meet department goals and objectives; implements departmental plans, work programs, processes, procedures and policies required to achieve overall department performance results; coordinates and integrates department functions and responsibilities to achieve optimal efficiency and effectiveness; participates in developing and monitoring performance against the annual departmental budget.
2. Plans and evaluates the performance of assigned supervisors and staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; provides or recommends compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies, subject to management concurrence, in accordance with the City's human resources policies and procedures, and labor contract provisions.
3. Provides leadership and works with supervisors and staff to develop and maintain a high-performance, customer service-oriented work environment that supports achieving the City's mission,

strategic goals and core values; provides leadership and participates in programs and activities that promote workplace diversity and a positive employee relations environment.

4. Plans, organizes, directs and manages, and monitors communication and enforcement of applicable City and department policies, practices, procedures and rules related to site operations and use. Manages, directs and monitors the activities and work of park maintenance, planning and scheduling operations in accordance with City standards for appearance, quality, efficiency and cost-effectiveness; oversees the development and implementation of work standards and procedures; supervises and monitors the development and implementation of preventive and predictive maintenance programs applicable to areas of responsibility.
5. Prepares a variety of special and recurring studies and reports; develops recommendations to improve the maintenance, repair, functionality and appearance of park facilities and grounds; coordinates division activities with other divisions within the department as well as other City departments and outside agencies.
6. Manages, directs and monitors the activities and work of park maintenance, planning and scheduling operations in accordance with City standards for appearance, quality and cost-effectiveness; oversees the development and implementation of work standards and procedures; supervises and monitors the development and implementation of preventative and predictive maintenance programs applicable to areas of responsibility.
7. Participates in developing and administering contracts for the construction or improvement of park buildings, facilities and landscaped areas; oversees preparation of bids, specifications, agenda items and cost estimates; reads and interprets drawings for construction; recommends final design changes prior to bid; monitors construction activities to ensure conformance to contract requirements, specifications and standards; ensures compliance with contract terms and conditions.
8. Researches emerging trends and innovative management practices for park maintenance operations and makes recommendations to the Department Director for enhancement and changes; researches, develops and implements environmentally sound maintenance practices, including a comprehensive, integrated pest-management program consistent with applicable conservation, ecological and environmental principles.
9. Provides intradepartmental and interdepartmental support on various projects, including capital projects, park development, and facility management.
10. Confers with other local, regional, state and federal governmental and voluntary recreation agencies.
11. Develops, maintains and updates financial, statistical and other division reports and records; develops and prepares written reports and correspondence.
12. Keeps abreast of current trends in related fields by reviewing professional literature and participating in professional organizations.

QUALIFICATIONS

Knowledge of:

1. Principles, procedures, practices, information sources and trends applicable to the field of recreation and community services programming, park planning, project management, design, landscape architecture and ornamental horticulture.
2. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.
3. Principles and practices applicable to park planning, design, landscape, architecture and ornamental horticulture, needs assessment, program implementation and program evaluation as they apply to recreation program management.
4. Methods and practices of grant application development and administration.
5. Principles and practices of public administration, including budgeting, purchasing, contract development and administration and maintenance of public records.
6. Principles and practices of effective management and supervision in a union environment.
7. Applicable conservation, ecological and environment practices.
8. Contract law and inspection policies and procedures as applied by the City.
9. Real estate conditions involving processing entitlements, appraisals and zoning reports as they impact department projects.
10. Safety regulations, safe work practices and safety equipment related to the work.
11. State guidelines and rules for safe use of pesticides, herbicides and fertilizers.

Ability to:

1. Manage and direct a large parks and facilities maintenance, repair and cleaning program.
2. Plan, assign, direct and coordinate the work of staff engaged in performing a wide range of park maintenance activities, including golf course maintenance.
3. Manage and direct a large parks and facilities maintenance, repair and cleaning program.
4. Understand, interpret, explain and apply federal, state, and local policies, laws and regulations; read and interpret grading, landscape, irrigation and building plans
5. Manage development projects related to the department.
6. Respond sensitively to community issues and concerns; handle citizen complaints in a timely and effective manner.
7. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.

8. Exercise sound, expert independent judgment within general policy guidelines.
9. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
10. Establish and maintain effective working relationships with other City departments, managers, employees, volunteers, participants, representatives of other agencies, the public and others encountered in the course of work.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with a major in public or business administration, recreation management, horticulture, landscape architecture, park management, physical education or a closely related field; and at least seven years of progressively responsible professional recreation experience, at least three of which were in a supervisory or program/project management capacity; or an equivalent combination of training and experience. Experience in a public agency is preferred.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

A State of California Pest Control Advisor License, a Qualified Applicator Certificate and a National Recreation and Park Association Playground Safety Inspector Certification are desirable.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to operate computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with other City departments, managers, employees, volunteers, participants, representatives of other agencies, the public and others encountered in the course of work.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works under typical office conditions, and the noise level is usually quiet. The employee may occasionally be required to work in outside conditions, exposed to wet and/or humid conditions, where the noise level may be loud. Incumbents may be required to work extended hours, including evenings and weekends.

CLASS SPECIFICATION
Public Information & Intergovernmental Relations Officer
(At-Will Employment)

GENERAL PURPOSE

Under direction of the Media & Communications Division Manager, this position will plan, manage and coordinate the City's public information and intergovernmental relations programs; to include the programs of public relations, advertising, community relations and government relations, both internally and externally; represent the City's interests with various government agencies and officials; act as the City's spokesperson; write and edit City publications; interact with citizens, elected officials, and other individuals and groups; work with minimal supervision; and performs related duties as assigned. This position supervises other personnel.

DISTINGUISHING CHARACTERISTICS

The Public Information & Intergovernmental Relations Officer manages the public information and intergovernmental programs; works with City Council on intergovernmental issues and developing legislative priorities and platforms, serves as City representative in various groups involving interaction with other governmental jurisdictions, and consistently performs high level and complex analytical assignments that have great impact to the City, including proposed state and federal legislation.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Develops, implements, and coordinates a comprehensive communications program for the City which identifies audiences, messages, communications tools and evaluation measures.
2. Synthesizes City-wide vision, mission, strategic goals and key issues into messages for informational and marketing purposes. Coordinate communication activities to foster understanding among the public and City employees of City-wide vision, strategic priorities, program goals and services.
3. Maintain a strong working relationship with business and community leadership and community organizations.
4. Prepares and disseminates a wide variety of public information regarding City business including news releases, press conferences, public service announcements, newsletters, articles, special presentations and related materials.

5. Works with the City Council on intergovernmental issues and developing annual legislative priorities and platforms; establishes appropriate mediums to communicate and inform elected officials of relevant issues.
6. Reviews, researches and analyzes proposed state and federal legislation affecting the City; facilitates the review of the information by City departments; monitors Riverside County Transportation Committee (RCTC), Western Riverside Council of Governments (WRCOG), Riverside County, and Riverside Transit Authority (RTA) activities and provides reports on these activities to the City Manager.
7. Coordinates the preparation of communication on activities associated with the intergovernmental relations program and responses to intergovernmental requests for information; assists with representing the City's interests with other government entities; assists in the legislative process by monitoring hearings and drafting testimony to be presented before legislative committees; meets with individual legislators and their staffs to advocate the City's position.
8. Serves as City representative in various projects, committees and programs involving interaction with other governmental jurisdictions; acts as the City's liaison with the League of California Cities; monitors contracts for state and/or federal level advocates.
9. Other duties as assigned.

QUALIFICATIONS

Knowledge of:

1. Techniques and methods used in development and evaluation of communications
2. Interviewing techniques, communications, media services and resources
3. Proper English, grammar, and spelling
4. Mass communication media, including traditional, emerging, digital, e-mail, social media and live streaming.
5. Public administration and governmental operations
6. Strategy development principles and procedures
7. Applicable local, state and federal laws, codes, rules, and regulations
8. Program development and administration principles and practices
9. Public relations principles

Ability to:

1. Effectively plan, develop, and implement the public relations, community relations and government relations needs of the City.
2. Prioritize and assign work
3. Manage projects
4. Manage multiple priorities simultaneously
5. Speak in public, communicate effectively, orally and in writing; present conclusions and recommendations clearly and logically
6. Analyze and develop policies and procedures
7. Ensure compliance with applicable federal, state, and local laws, codes, rules and regulations
8. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals
9. Prepare and administer budgets
10. Communicate and use interpersonal skills to interact with coworkers, supervisor, the general public, legislators and their staffs, regional partners, etc. to sufficiently exchange or convey information and to receive work direction.
11. Maintain files, records and documentation.
12. Exercise independent judgment and initiative within established guidelines.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with major coursework in public or business administration, communications, public relations or a closely related field; and at least five years of progressively responsible professional experience performing public information, public relations, or related field, or equivalent administrative or practical experience which would demonstrate exposure to and utilization of required skills, knowledge and abilities in performing job related duties and responsibilities. Experience working in or closely with governmental agencies is preferred.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, employees are regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business

equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, incumbents are regularly required to use written and oral communication skill; read and interpret data, information and documents; analyze and solve problems; observe and interpret people and situations; use math and mathematical reasoning; learn and apply new information or skills; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with all levels of management, employees, the public and others encountered in the course of work.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works under typical office conditions and the noise level is usually quiet.

Revised:

May 4, 2021

City of Moreno Valley

CLASS SPECIFICATION
Senior Community Enhancement Officer

GENERAL PURPOSE

Under general supervision, works closely with City code compliance staff, task forces, police department staff, fire inspectors, building officials and representatives of other governmental agencies to investigate and enforce state and municipal codes and ordinances; serves as lead inspector/patrol and provides work direction and guidance to subordinate officers; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Senior Community Enhancement Officer is a public safety position responsible for the positive enforcement of laws, rules and regulations pertaining to City Codes, rules and regulations. Senior Community Enhancement Officer monitor City facilities and public space to enforce City rules, regulations and City codes, record and report violations of regulations and ordinances governing the use of the park facilities, and respond to emergency situations.

Senior Community Enhancement Officer is further distinguished from classes in the professional community enhancement/code compliance planning series in that Senior Community Enhancement Officers focus on field patrols, inspection, citations, and field and telephonic interaction with citizens, business owners, property owners and the public to ensure compliance with municipal and building code provisions and is responsible for planning, managing, directing, evaluating, supervising and overseeing the work of an entire Division's staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Provides lead work direction and guidance to subordinate staff; prepares work schedules and assigns overtime as needed; assists management in training and evaluating new officers; interprets municipal codes and state and local ordinances to staff; ensures staff meet assigned deadlines and performance standards; provides backup to assigned officers in the field on the more complex and hazardous cases; investigates and resolves citizen complaints involving field staff; ensures City vehicles and equipment are properly maintained by staff.
2. Investigates and enforces state and municipal codes; prepares case files and investigative reports for civil or criminal prosecution, receivership, injunctive relief or other administrative proceedings; prepares site plans, diagrams and drawings to correlate findings; prepares affidavits to support inspection or abatement warrants; organizes and tracks case files for cost recovery.
3. Researches and makes recommendations for the amendment of current codes and the adoption of new codes; prepares policies and procedures and drafts ordinances to improve enforcement functions.

4. Performs the more complex code compliance and business license inspections, re-inspections and investigations to ensure compliance with City municipal codes; investigates and determines existence and type of municipal code violations and recommends corrective actions to bring about compliance; determines time frames for compliance achievement; issues verbal warnings, notices of violation, notices to abate nuisances and administrative citations in accordance with City Municipal Codes, administrative policies and division policies; issues notices of non-compliance; responds to hazardous materials calls on public and private property and takes appropriate action; maintains an active caseload and documents investigations and inspections made.
5. Answers inquiries from and advises property owners, builders and the public regarding compliance with City municipal codes; represents the City in public and community meetings and provides information to the public on City code compliance policies and regulations; responds to citizen complaints regarding potential code violations; conducts research regarding property ownership, current and past permits and applications and applicable codes; coordinates code enforcement actions with other City departments and other governmental agencies when necessary; performs sweeps and special details with police staff, code officers, fire inspectors, building officials and representative of other governmental agencies; represents the City in court and at administrative hearings and testifies regarding code violations.
6. Maintains accurate, complete records of complaints, inspections, violations and citations; prepares periodic written reports detailing code enforcement activity.
7. Patrols and monitors activities at City facilities and throughout the City to enforce established rules, regulations and City codes and ordinances.
8. Reports and cites parking and other City ordinance violations.
9. Reports destruction or defacement of city and public facilities; reports unsafe or unlawful acts or situations; provides positive enforcement through counseling sessions with violators or through issuance of citations.
10. Notifies other City departments and other agencies regarding City problems and patrol complaints.
11. Provides information, direction and assistance to the public; provides emergency services, including CPR and first-aid, as necessary.
12. Works cooperatively and effectively with the public and other departments.

OTHER DUTIES

1. Performs user-level maintenance of assigned City vehicles.
2. Assists Code Compliance Officers, Park Rangers and other City staff as necessary.
3. Participates on special task force and outreach projects as assigned.
4. Attends a variety of meetings, seminars and conferences.

5. Other duties as assigned.

QUALIFICATIONS

Knowledge of:

1. City, county, state and federal laws and regulations and municipal codes relating to building, permits, public health, public safety, peace and public nuisance.
2. Principles, practices and trends of zoning and building code enforcement and Principles and methods of research and investigation related to enforcement.
3. Applicable City ordinances, department rules and regulations and county and state codes and laws.
4. Methods, procedures and techniques used in the identification, interpretation and enforcement of a wide variety of code violations.
5. General security practices and laws regarding search and seizure.
6. Principles and methods of research and investigation related to code enforcement.
7. Effective public relations practices.
8. Evidentiary requirements for courts of law.
9. Basic first-aid, CPR and self-defense techniques.

Ability to:

1. Understand, interpret and enforce municipal codes.
2. Organize, coordinate, direct and participate in the investigation of potential municipal code violations.
3. Coordinate work assignments with other divisions, departments and agencies.
4. Prepare clear, concise and comprehensive correspondence, reports and other written materials.
5. Organize, set priorities and exercise sound independent judgment within areas of responsibility.
6. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
7. Establish and maintain effective working relationships with City management, staff, representative of other agencies, citizen and community groups, lending and financial institutions and others encountered in the course of work.
8. Learn and apply relevant municipal and penal code sections and City rules and regulations.
1. Recognize conditions that constitute code violations.

2. Apply practical judgment and critical reasoning to enforcement and information-gathering situations.
3. Analyze potential code violations accurately and adopt effective resolution processes.
4. Research and interpret building and municipal codes.
5. Calmly and effectively confront possible dangerous and/or emotionally tense situations.
6. Understand and follow written and oral instructions.
7. Maintain accurate records and prepare clear and concise reports and documentation.
8. Safely operate City vehicles and practice courteous driving practices.
9. Operate office business machines, including personal computers.
10. Communicate clearly and concisely, both orally and in writing, and speak effectively in public.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school or G.E.D. equivalent; and four years of code enforcement experience involving public contact in a municipal setting; or an equivalent combination of training and experience. Supplemental course work in Administration of Justice or security procedures and operations is desirable, Bilingual ability (English/Spanish) is desirable.

Because this position is considered safety sensitive, individuals selected for hire must pass a comprehensive background check and medical examination.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

Advanced first-aid and CPR certificates or the ability to obtain them within six months of date of hire.

Current, valid California Penal Code 832 Peace Officer Training Certification, and Government Code Section 1031, a course on the laws of arrest and search and seizure, within six months of date of hire.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; feel or operate objects, tools or controls; reach with hands and arms; stand; talk and hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl; and lift or move up to 100 pounds; handle and feel computers and standard business equipment; the employee is frequently required to stand and walk; and the employee is required to drive a vehicle.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus and determine colors.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with City management, staff, property and business owners, vendors, the public and others encountered in the course of work, some of whom may be dissatisfied or quarrelsome.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is generally performed outside in seasonal climate and weather conditions, exposed to noise, dust, dirt and odors. The employee may work near moving traffic, and may be exposed to dangerous materials, situations and persons. The noise level is occasionally loud.

The employee must be able to work rotating shifts, nights, weekends, holidays and overtime. Additional shifts shall be required to cover activities at any time within a 24-hour day.

THE PRESS-ENTERPRISE

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PROOF OF PUBLICATION OF

Ad Desc.: FY 2021-22 - 2022-23 Notice of Public Hearing /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

04/29/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: April 29, 2021
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

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F.2.1

CITY OF MORENO VALLEY NOTICE OF PUBLIC HEARING TO REVIEW AND ADOPT THE FISCAL YEAR 2021/22-2022/23 BUDGET

NOTICE IS HEREBY GIVEN that a **Public Hearing** will be held before the City Council of the City of Moreno Valley and the Board of Directors of the Moreno Valley Community Services District on Tuesday, May 4, 2021 at 6:00 P.M. via Zoom, to consider the following item:

Adoption of the City of Moreno Valley Budget for the Fiscal Year 2021/22-2022/23.

Citizens of Moreno Valley are encouraged to attend the hearing where they will be given the opportunity to express any concerns they may have with this proposed action.

For more information, please contact the Financial and Management Services Department at (951) 413-3021.

Press-Enterprise: 4/29

Attachment: PE Public Notice (4399 : ADOPTION OF THE FISCAL YEAR 2021/22 - 2022/23 BUDGET)